



City of Tacoma, WA

TACOMA VENUES AND EVENTS

REQUEST FOR BIDS

TACOMA DOME OUTDOOR PA SYSTEM INSTALLATION

SPECIFICATION NO. PF25-0224N



**City of Tacoma
TACOMA VENUES AND EVENTS**

**REQUEST FOR BIDS PF25-0224N
Tacoma Dome Outdoor PA System Installation**

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, December 12, 2025. Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

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

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

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@tacoma.gov Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>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.</p>	<p>In Person: 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</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

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

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

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held on November 25, 2025 at 9:30 am in the lobby of the 2727 E D St, Tacoma, WA 98421

Project Scope: Installing and commissioning an outdoor public address system at the Tacoma Dome. The selected contractor will provide all labor, materials, and services necessary to complete a fully operational 5-zone exterior PA system in accordance with the attached specifications and drawings.

Estimate: NA

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ivory Ramos by email to iramos@tacoma.gov.

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




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

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<p>The following items make up your complete electronic submittal package (include all the items below):</p>	
<p>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.</p>	
<p>Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p>Certification of Compliance with Wage Payment Statutes (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</p>	
<p>State Responsibility and Reciprocal Bid Preference Information (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).</p>	

<p>After award, the following documents will be executed:</p>
<p>City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.</p>
<p>Retainage Options Form (See samples in Appendix C)</p>
<p>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</p>
<p>Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements</p>

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

See Minimum Requirements section

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

Contractor qualifications shall meet all requirements specified in Section 27 41 00 - Basic Means and Methods for AV, included as Appendix A-2.

2. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

City of Tacoma General Provisions apply. Please reference this in 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 B)

4. DESCRIPTION OF WORK

The City of Tacoma (City) - Tacoma Venues and Events Department is seeking a qualified contractor to install and commission an outdoor public address system at the Tacoma Dome. The selected contractor will provide all labor, materials, and services necessary to complete a fully operational 5-zone exterior PA system in accordance with the attached specifications and drawings. To learn more about the City of Tacoma, visit www.tacoma.gov.

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

Technical requirements are detailed in:

- Appendix A-1: AV Device Plans and Details
- Appendix A-2: Section 27 41 00 - Basic Means and Methods for AV
- Appendix A-3 Section 27 41 10 - AV Systems
- Appendix A-4: Section 26 05 90 - Electrical Requirements for AV

General Requirements

- All work must be completed in a clean, safe, and professional manner.
- Contractor must comply with all OSHA safety guidelines.
- Work schedule must be coordinated with Tacoma Venues and Events to minimize disruption to facility operations.
- Contractor is responsible for verifying all site measurements prior to commencing work.

5. ANTICIPATED CONTRACT TERM

The contract will be for a one-year period, with the option of three (3) 1-year extensions if the work extends beyond. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

6. CALENDAR OF EVENTS

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

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

Pre-Bid Meeting:	11/25/2025
Question Deadline:	12/2/2025
City response to Questions:	12/8/2025
Submittal Due Date:	12/12/2025
Anticipated Award Date, on or about:	December/January
Public Utility Board/City Council Approval, on or about:	December/January

7. INQUIRIES

7.1 Questions can be submitted to *Ivory Ramos*, Buyer, via email to *iramoss@tacoma.gov*.

Subject line to read:

PF25-0224N – Tacoma Dome Outdoor PA System Installation – *VENDOR NAME*

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

7.3 Questions marked confidential will not be answered or included.

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

7.5 The answers are not typically considered an addendum.

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

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

8. PRE-BID MEETING

A pre-bid meeting will be held on November 12, 2025 at 9:30 am in the lobby of the 2727 E D St, Tacoma, WA 98421

9. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a proposal submitted in response to this RFB, for conducting any presentations to the City, or

any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

10. RESPONSIVENESS

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

11. AWARD

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

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

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

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

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

12. PREVAILING WAGE INFORMATION

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

The project site is located in Pierce County/Counties.

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

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

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

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

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

REQUIRED FILINGS

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

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

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

13. BID BOND

There is no Bid Bond requirement for this solicitation.

14. PAYMENT AND PERFORMANCE BONDS

If a payment and performance bonds is stated herein, the required bond including power of attorney, will be 100 percent of the Contract total and is subject to the following requirements.

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

- 14.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
- 14.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
- 14.4** For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Ivory Ramos via email to iramos@tacoma.gov. Subject line to read: CONTRACT NUMBER – SPECIFICATION NUMBER – Payment and Performance Bond Inquiry

15. DELIVERY

- 15.1** Delivery shall be to the 2727 E D St, Tacoma, WA 98421
Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.
- 15.2** Hours of operation shall be Monday through Friday, 9:00 a.m. to 5:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

16. WARRANTY

Labor: Minimum three (3) year warranty.

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

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

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

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

17. INSPECTION

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

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

18. 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.

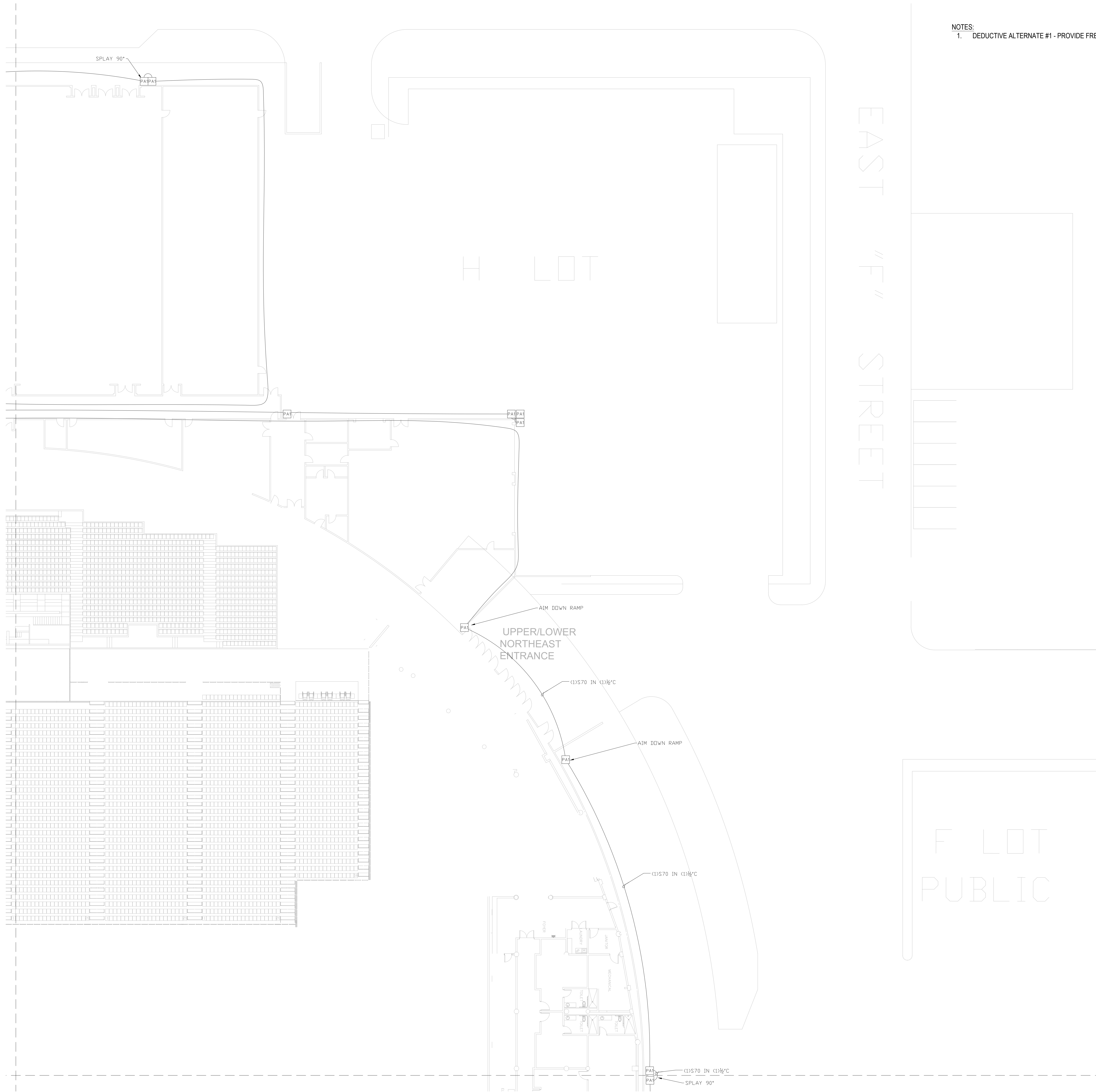
22. EQUITY IN CONTRACTING

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](#).

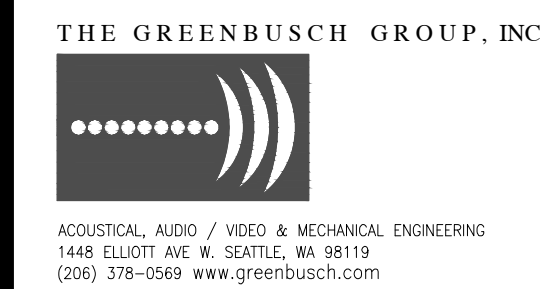
APPENDIX A

Technical Scope of Works requirements are detailed in:

- Appendix A-1: AV Device Plans and Details
- Appendix A-2: Section 27 41 00 - Basic Means and Methods for AV
- Appendix A-3 Section 27 41 10 - AV Systems
- Appendix A-4: Section 26 05 90 - Electrical Requirements for AV



NOTES:
 1. DEDUCTIVE ALTERNATE #1 - PROVIDE FREE AIR CABLING IN LIEU OF CONDUIT.

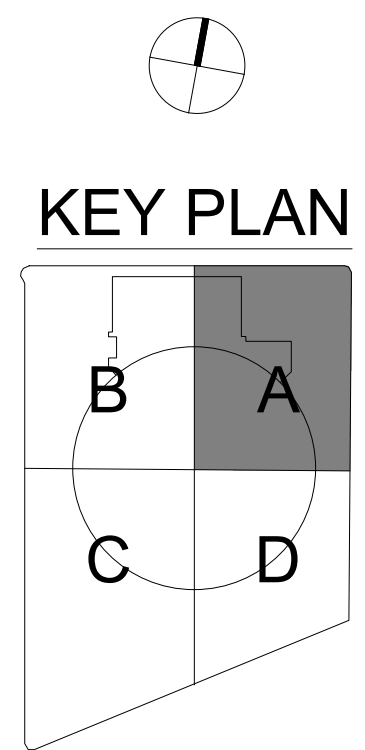


TACOMA DOME
 EXTERIOR AUDIO SYSTEM
 2727 EAST D STREET
 TACOMA, WASHINGTON

DRAFT BID SET

NO.	REVISION	DATE

SHEET NAME:
 AV DEVICE PLAN
 QUADRANT A



STATE JOB NO:
 Project: _E0
 Engineer:
 Drawn By: _E0
 Scale: 1/16" = 1'-0"
 Date: 08/08/2025
 Job No.: 2025.041

SHEET NUMBER:
 AV1.1A

1 AV DEVICE PLAN - QUADRANT A
 1/16" = 1'-0"

27TH STREET

EAST "D" STREET

"K" LOT

NOTES:
1. DEDUCTIVE ALTERNATE #1 - PROVIDE FREE AIR CABLING IN LIEU OF CONDUIT.

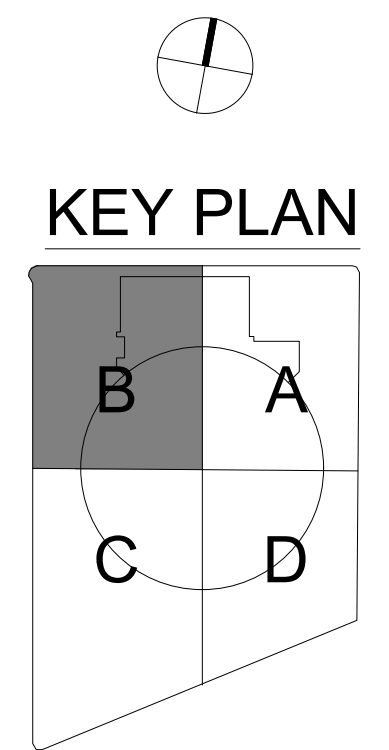
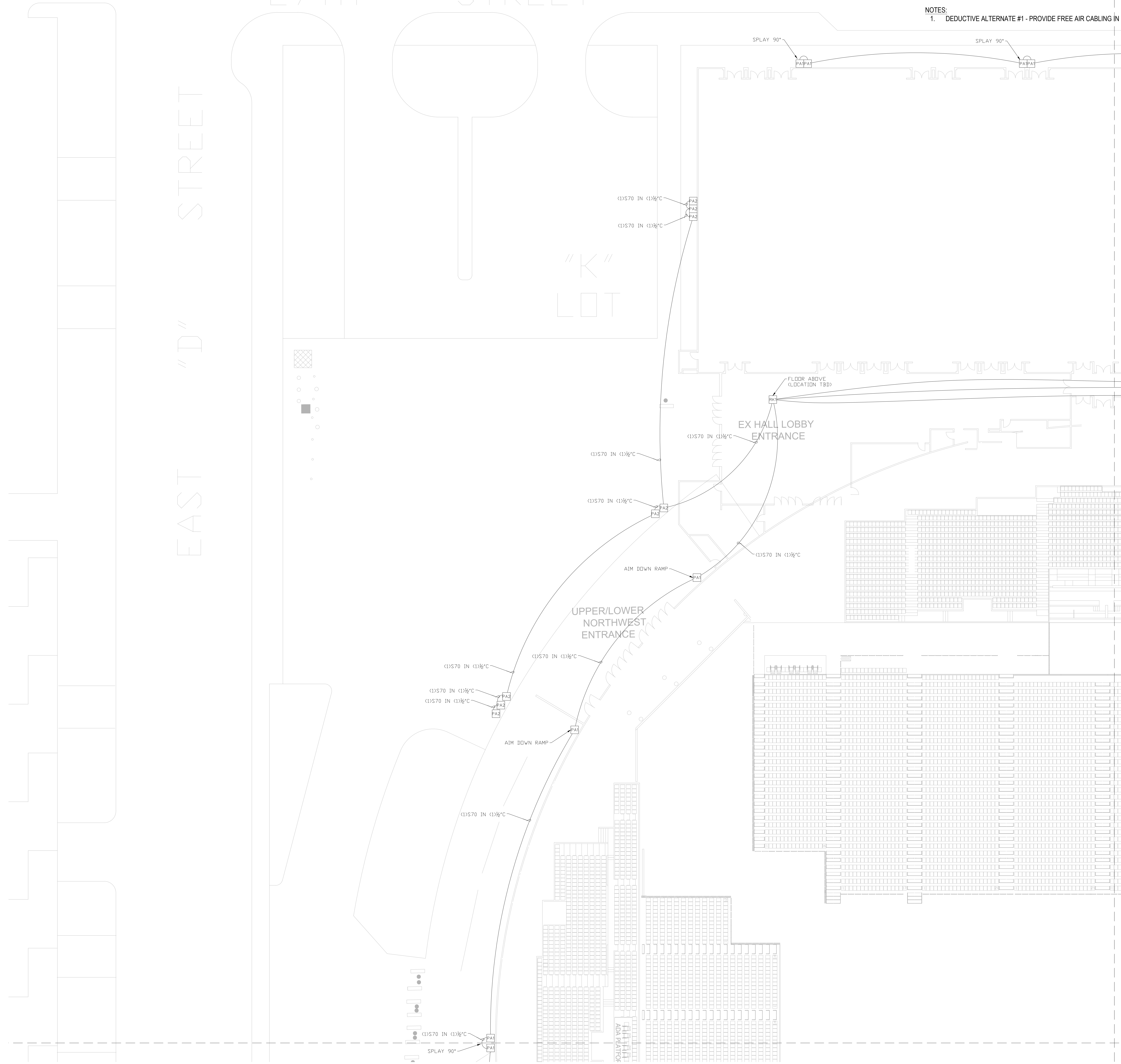
DRAFT BID SET

NO.	REVISION	DATE

SHEET NAME:
AV DEVICE PLAN
QUADRANT B

STATE JOB NO:
Project: _E0
Engineer: _E0
Drawn By: _E0
Scale: 1/16" = 1'-0"
Date: 08/08/2025
Job No.: 2025.041

SHEET NUMBER:
AV1.1B



TACOMA DOME
 EXTERIOR AUDIO SYSTEM
 2727 EAST D STREET
 TACOMA, WASHINGTON

DRAFT BID SET

REVISIONS:

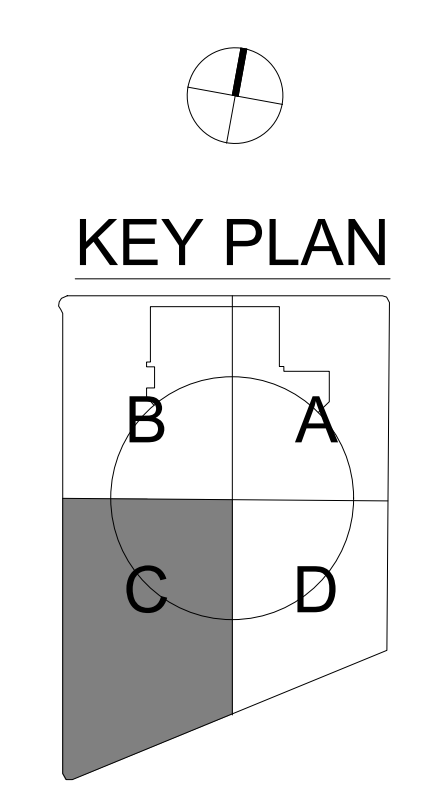
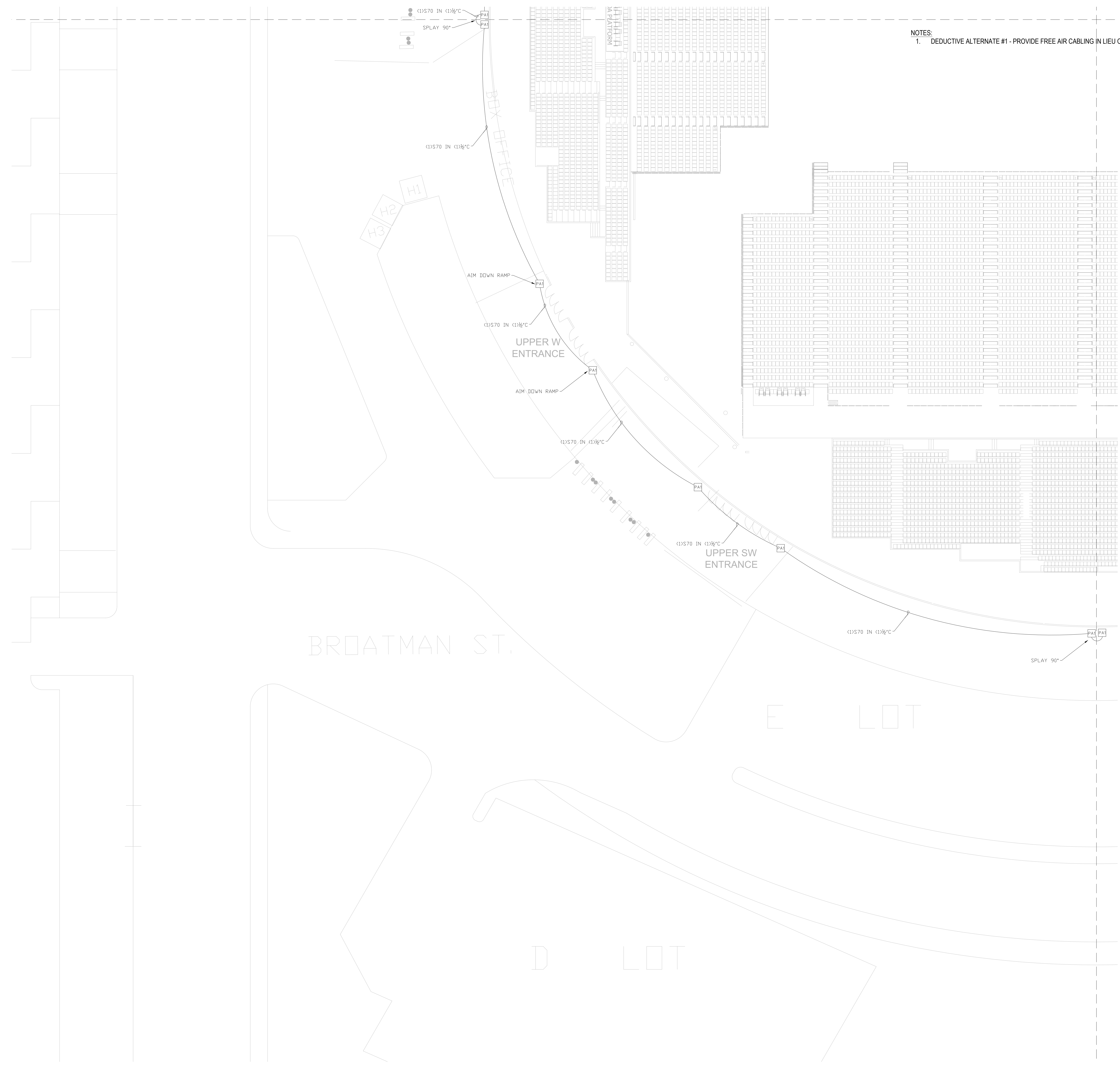
NO.	REVISION	DATE

SHEET NAME:
 AV DEVICE PLAN
 QUADRANT C

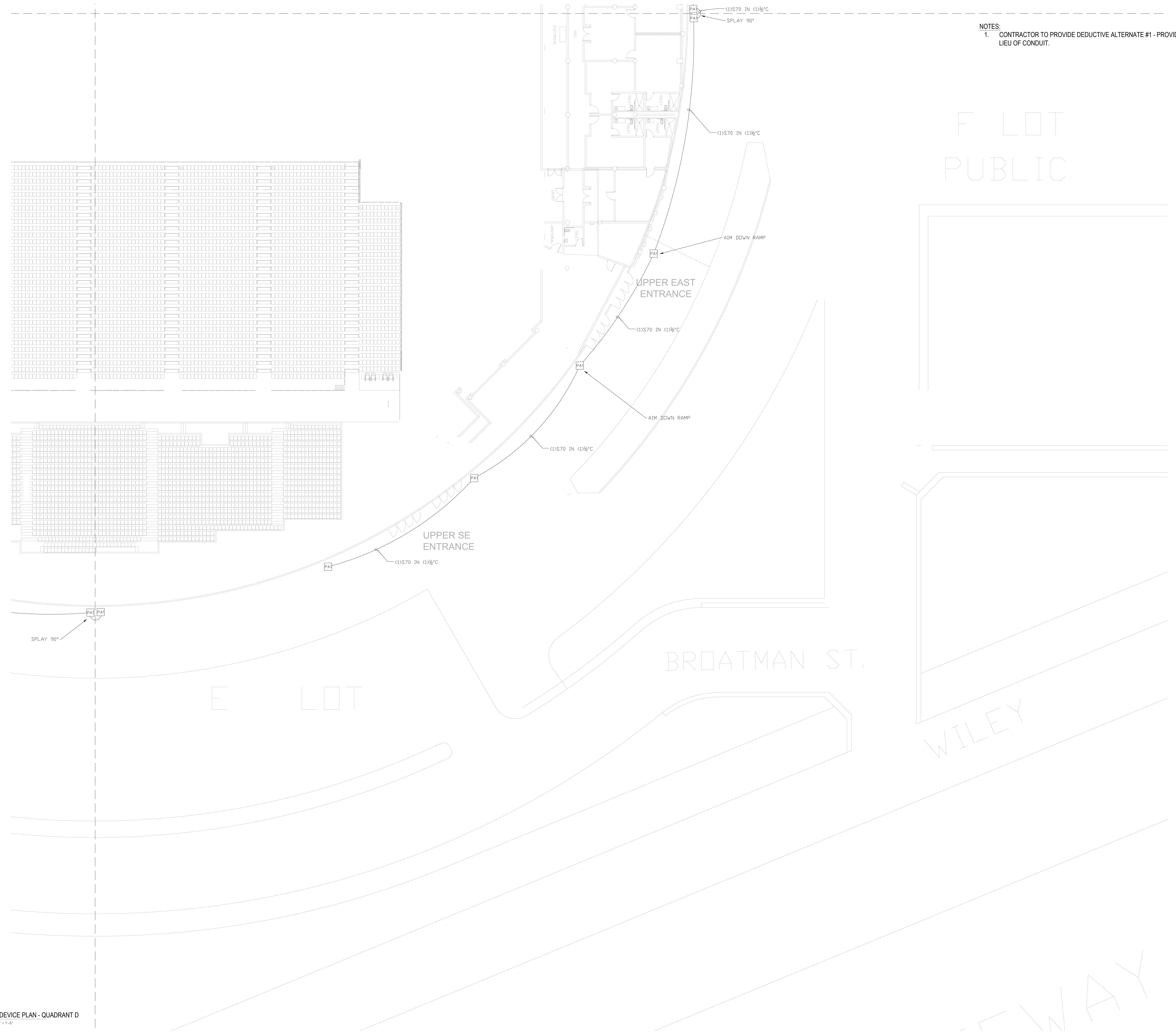
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 Project:
 Engineer:
 Drawn By:
 Scale: 1/16" = 1'-0"
 Date: 08/08/2025
 Job No.: 2025.041

SHEET NUMBER:
 AV1.1C

NOTES:
 1. DEDUCTIVE ALTERNATE #1 - PROVIDE FREE AIR CABLING IN LIEU OF CONDUIT.



NOTES:
 1. CONTRACTOR TO PROVIDE DEDUCTIVE ALTERNATE #1 - PROVIDE FREE AIR CABLING IN LIEU OF CONDUIT.



TACOMA DOME
 EXTERIOR AUDIO SYSTEM
 2727 EAST D STREET
 TACOMA, WASHINGTON

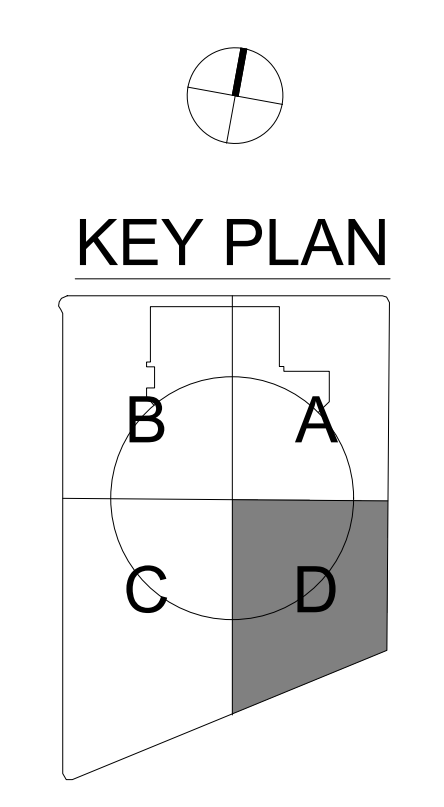
DRAFT BID SET

NO.	REVISION	DATE

SHEET NAME:
 AV DEVICE PLAN
 QUADRANT D

STATE JOB NO:
 Project:
 Engineer:
 Drawn By:
 Scale: 1/16" = 1'-0"
 Date: 08/08/2025
 Job No.: 2025.041

SHEET NUMBER:
 AV1.1D



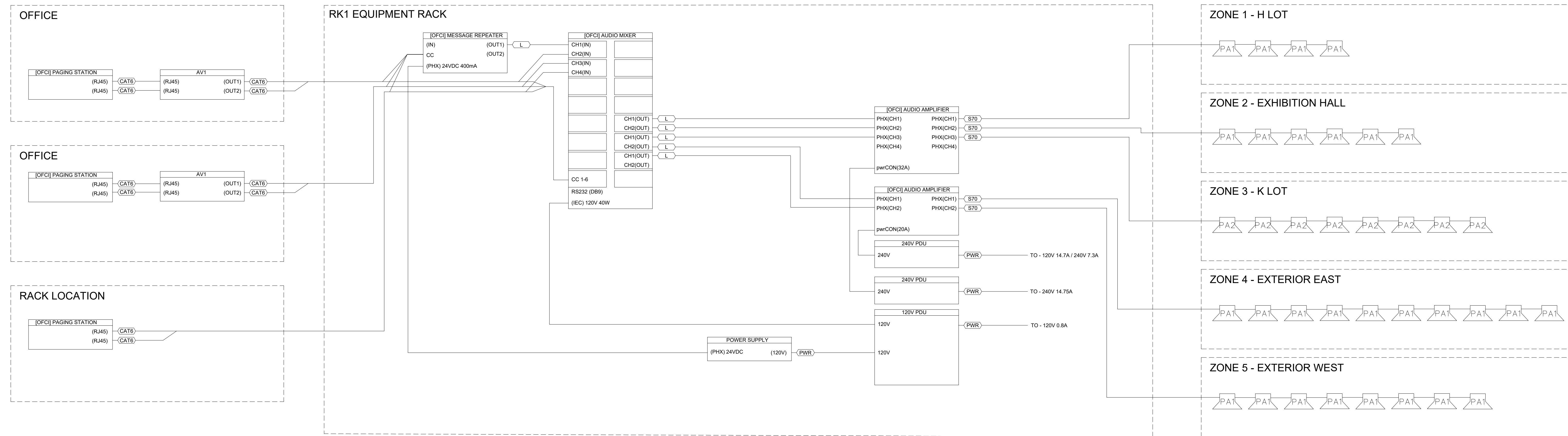
NO.	REVISION	DATE

SHEET NAME:
 AV DETAILS

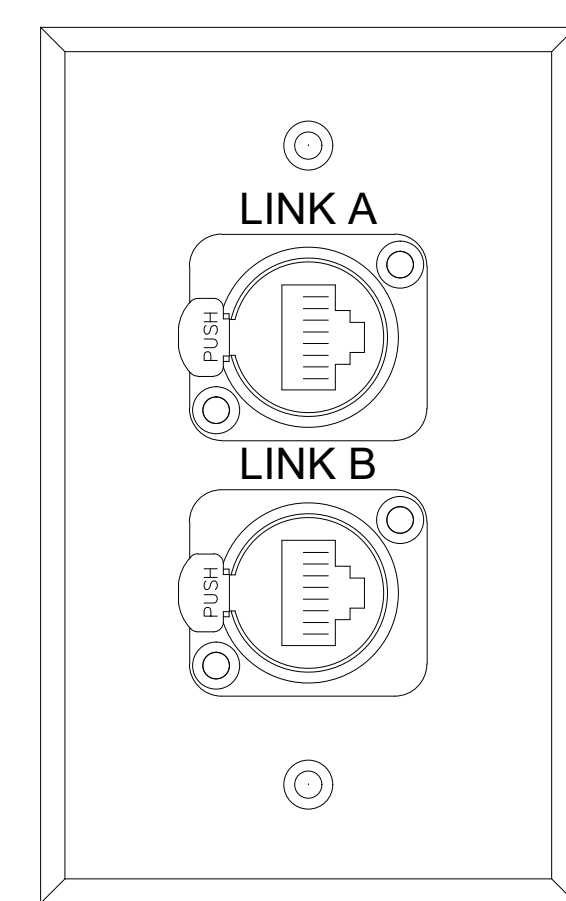
STATE JOB NO:
 Project:
 Engineer:
 Drawn By:
 Scale: AS NOTED
 Date: 08/08/2025
 Job No.: 2025.041

SHEET NUMBER:

AV6.1



1 AV BLOCK DIAGRAM - EXTERIOR AUDIO
 NTS



AV1

2 AV DETAIL - MICROPHONE INPUT PANEL
 NTS

[OFCI] Middle Atlantic DWR-10-22		[OFCI] MESSAGE REPEATER	
17.5"	10	120V PDU	1 1.75"
15.75"	9	240V PDU	2 3.5"
14"	8	240V PDU	3 5.25"
12.25"	7	[OFCI] AUDIO MIXER	4 7"
10.5"	6	[OFCI] AUDIO MIXER	5 8.75"
8.75"	5	[OFCI] AUDIO AMPLIFIER	6 10.5"
7"	4	[OFCI] AUDIO AMPLIFIER	7 12.25"
5.25"	3	[OFCI] AUDIO AMPLIFIER	8 14"
3.5"	2	[OFCI] AUDIO AMPLIFIER	9 15.75"
1.75"	1	[OFCI] AUDIO AMPLIFIER	10 17.5"

CIRCUIT 1 - 120V 14.7A / 240V 7.3A
 CIRCUIT 2 - 240V 14.75A
 CIRCUIT 3 - 120V 0.8A

3 AV DETAIL - EQUIPMENT RACK ELEVATION
 NTS

2 AV DETAIL - MICROPHONE INPUT PANEL
 NTS

NOTES:
 1. CONTRACTOR TO PROVIDE SHOP DRAWINGS SHOWING INSTALLATION DETAILS PREPARED BY A LICENSED STRUCTURAL ENGINEER WHERE REQUIRED BY CODE.

DRAFT BID SET

NO.	REVISION	DATE

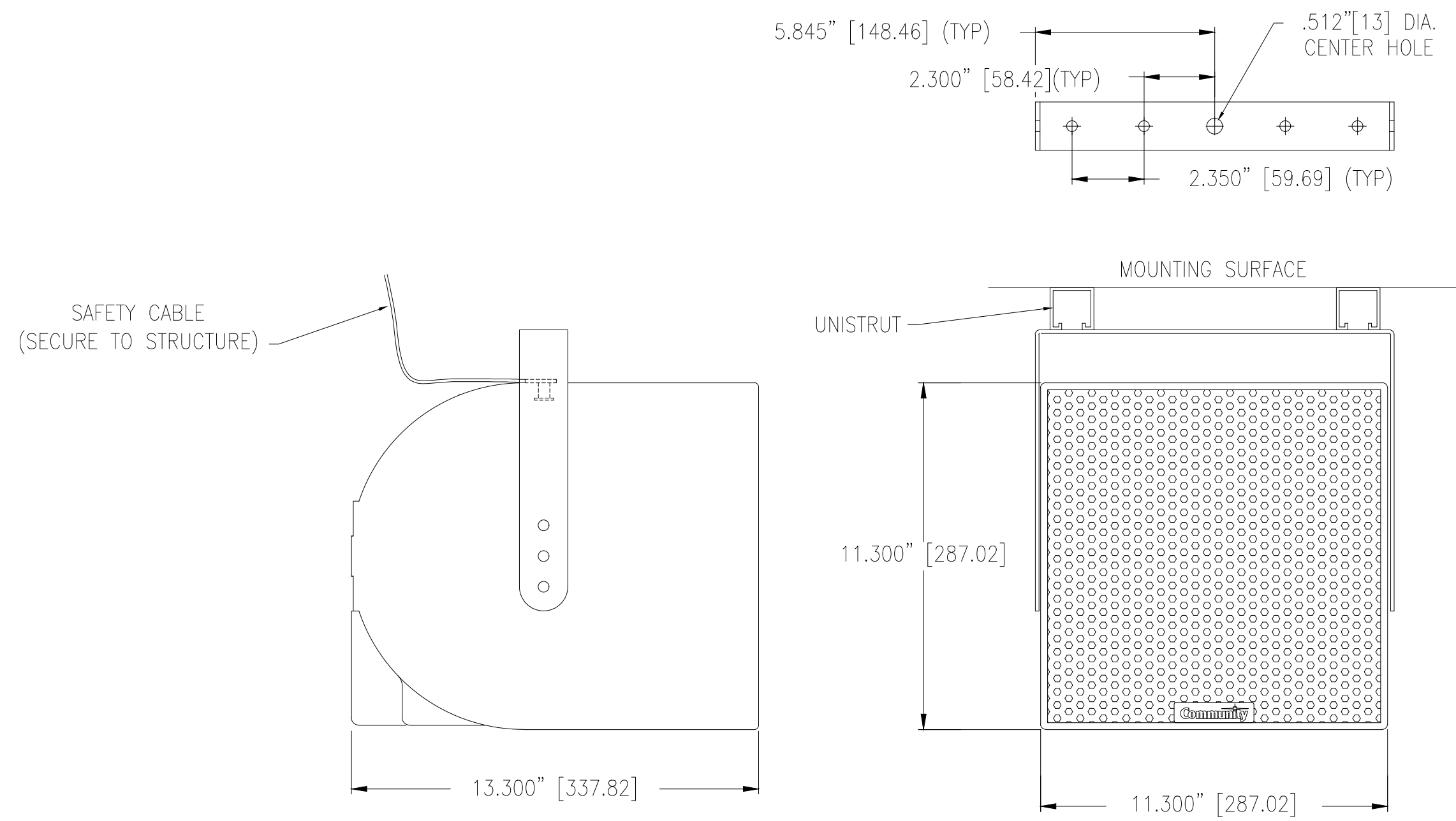
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AV DETAILS

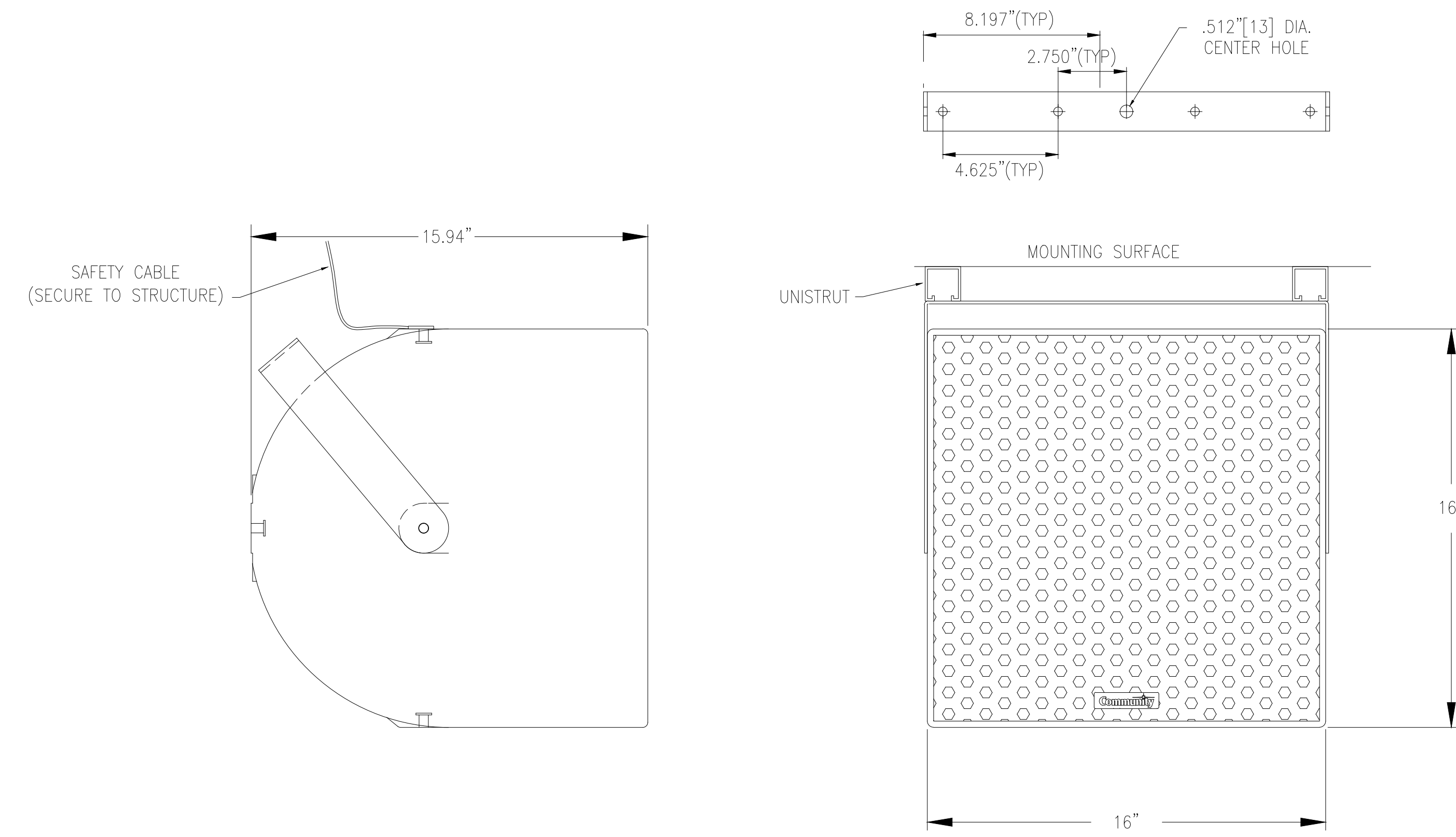
STATE JOB NO: _____
 Project: _____
 Engineer: _____
 Drawn By: _____
 Scale: AS NOTED
 Date: 08/08/2025
 Job No.: 2025.041

SHEET NUMBER:

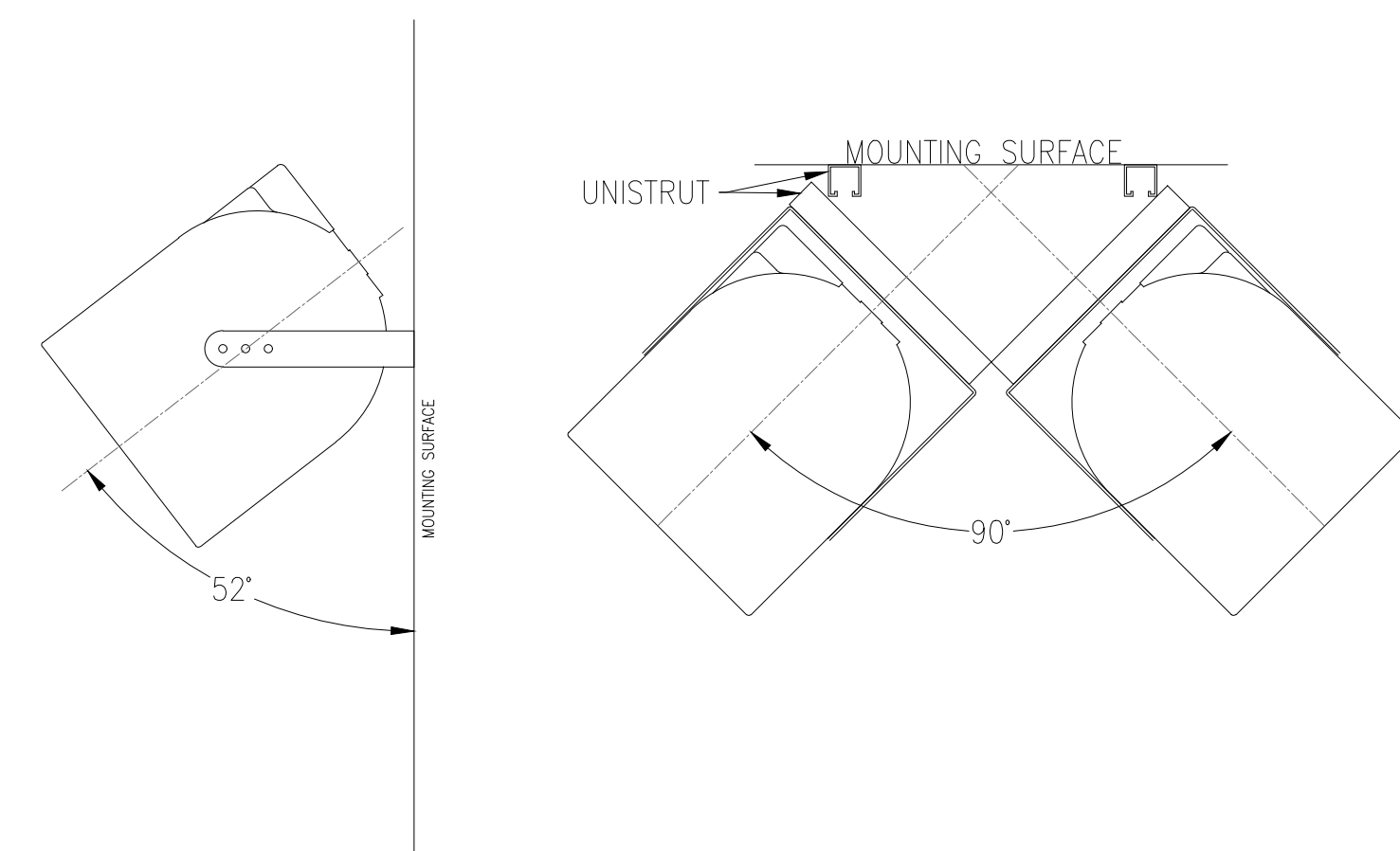
AV6.2



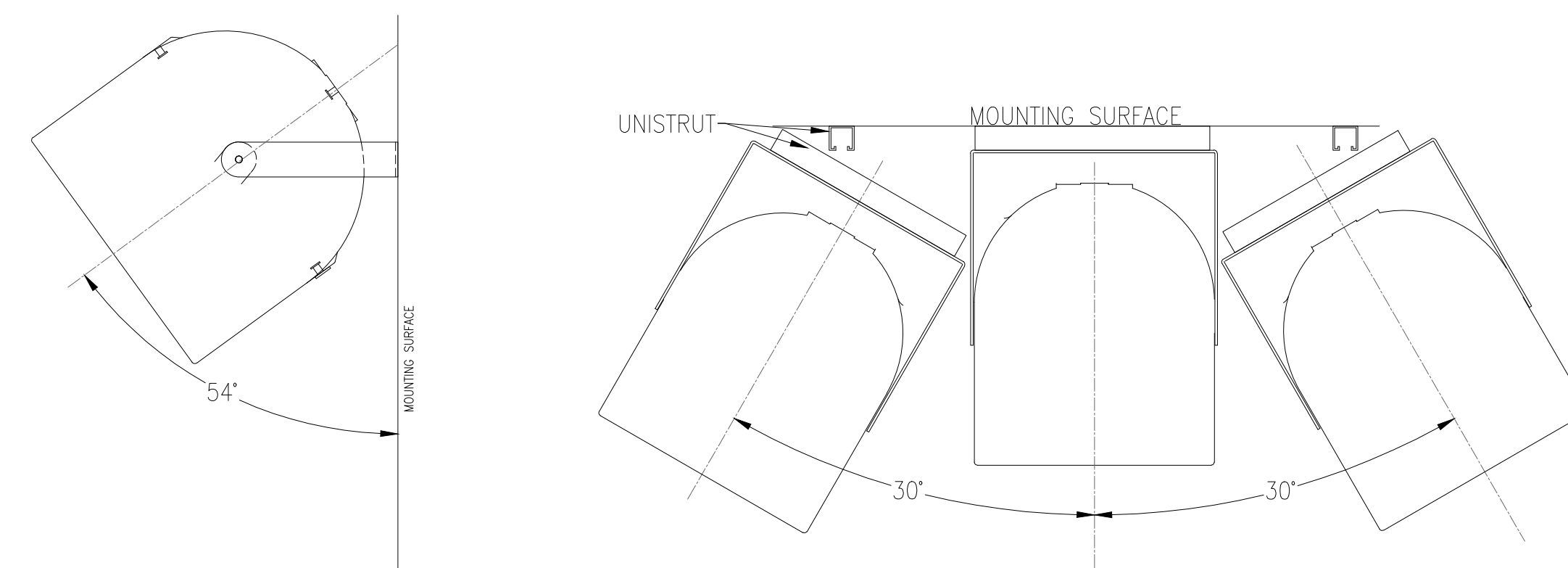
1 AV DETAIL - LOUDSPEAKER (PA1)
 1/4" = 1'-0"



2 AV DETAIL - LOUDSPEAKER (PA2)
 3/4" = 1'-0"



3 AIMING DETAIL - LOUDSPEAKER (PA1)
 1/8" = 1'-0"



4 AIMING DETAIL - LOUDSPEAKER (PA2)
 1/8" = 1'-0"

SECTION 27 41 00

BASIC MEANS AND METHODS FOR AV

PART 1 GENERAL

1.01 SUMMARY

- A. AV Consultant for this project is:
 - The Greenbusch Group, Inc.
 - 1448 Elliott Ave W
 - Seattle, Washington, 98119
 - (206) 378-0569
 - EricO@greenbusch.com
- B. This section contains the general requirements for basic materials and installation methods that apply to related sections of Division 27, and is part of the Base Bid.
- C. The work of this Section and related sections is shown on the "AV-xx"-series of drawings.
- D. Section Includes
 - 1. Provide for the completion of design details, furnishing, installing, testing and configuring to provide a fully operational system. Provide all labor, equipment, materials, devices and necessary appurtenances to provide complete and fully operational systems.
 - 2. Connection to and integration with other equipment provided by the Owner.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Section 26 05 90: Electrical Requirements for AV systems.
- C. Section 27 41 10 AV Systems

1.03 PRICE AND PAYMENT PROCEDURES

- A. Alternates
 - 1. Deductive Alternate #1 – provide free air cabling in lieu of conduit, see drawings for additional information.

1.04 REFERENCES

- A. Reference Standards
 - 1. American National Standards Institute (ANSI)
 - 2. National Electrical Manufacturer's Association (NEMA)
 - 3. National Fire Protection Association (NFPA)
 - 4. Underwriter's Laboratories (UL)
 - 5. EIA/TIA

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Prior to roughing-in, verify the exact location of all devices with Owner.
 - 2. The Contractor shall continually interface and coordinate the work with the work of the other Contractors and trades, including that being done under separate Contracts, and shall examine all drawings and specifications of other trades including the mechanical, architectural, and structural for construction details and coordination.

- a. Obtain submittals, shop drawings, and other information for all equipment to be furnished by Owner or under other divisions of the specifications.
- b. Schedule work to prevent conflicts with other activities in the building. Execute without claim for extra payment moderate moves or changes as are necessary to accommodate other trades and equipment, or preserve symmetry and pleasing appearance.
- c. No increase in the Contract Amount will be allowed or due to the AV Contractor for work of relocation of equipment, conduits, cabling, or any other materials resulting from insufficient coordination.

1.06 SUBMITTALS

A. General

1. Submit as specified.
2. Submittals and shop drawings which are incomplete or which contain insufficient information will be returned without review, for corrections and re-submittal.
3. By submitting, the contractor agrees that submittals are not change orders, and that:
 - a. The purpose of submittals by the Contractor is to demonstrate that the Contractor understands the design concept, that it demonstrates its understanding by indicating which equipment and material it intends to furnish and install, and by detailing the fabrication and installation methods it intends to use.
 - b. The Consultant's reviews are for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures therefrom. The Contractor remains responsible for details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly.

B. Submittal Schedule

1. Submit within the following number of calendar days after Notice to Proceed. Proceeding with product purchases or installation prior to approval of these submittals shall be Contractor-at-risk work subject to no compensation by the Owner.
 - a. Qualifications Statement: 10 business days
 - b. Requests for Substitution: 10 business days
 - c. Product Data: 10 business days
 - d. Shop Drawings: 60 business days
 - 1) Include Conduit Riser and Schedule in accordance with Section 26 05 90.
 - e. Labeling methods and nomenclature.
 - f. Graphical user interface (GUI) layout.
2. Submit prior to Final Completion:
 - a. Completion Report
 - b. Record Documents
 - c. Operations Manuals
 - d. Maintenance Manuals

C. Product Data

1. Equipment list, on contractor's letterhead listing equipment and materials including but not limited to:
 - a. Items listed in the specifications
 - b. Wire and cable
 - c. Interfaces
 - d. Connectors and termination devices
 - e. Housings, mounting frames and hardware
 2. For each item of equipment, include:
 - a. A reference number.
 - b. Manufacturer and model number.
 - c. Description.
 - d. Approximate quantity being furnished.
 - e. Special conditions or exceptions (if any).
 - f. Attach a copy of the manufacturer's catalog or specification sheet for each item. Mark each sheet with the same item reference number(s) used on the equipment list. If more than one item or version is shown on a sheet, clearly mark the sheet to indicate which item(s) or version(s) are being furnished.
 - g. If required elsewhere, also attach laboratory test data on specific items of equipment.
 3. For each item, clearly mark or indicate listing by UL or other approved testing agency.
 - a. For audio power amplifiers, indicate the listed NEC Class of output wiring.
- D. Shop Drawings:
1. General
 - a. Showing floor/ceiling plans with complete device layout and diagrams showing point-to-point wiring and connection diagrams between all components of the system.
 2. Shop Drawings are required for:
 - a. Floor plans, showing the layout of devices and cabling and wiring between devices. For each run, show the number of cables, type of cables, size of raceway, and fill calculations.
 - b. Single line diagrams showing model numbers of each component. Include wire/cable numbers for each connection.
 - 1) Show all items, ports, and signal paths; "typical" drawings are not acceptable.
 - c. Wiring diagrams showing point to point connections between components. Include color-coding for each connection point.
 - 1) "Typical" drawings are acceptable, if referenced at each point from the Single Line diagrams.
 - d. Rack panel layout for each equipment cabinet.
 - e. Scaled and dimensioned drawings of all custom assemblies and fabricated items, including but not limited to the following. Include details of all components, materials, finishes, and colors.

- 1) Loudspeaker clusters, including mounting details and attachments to structural members
 - 2) Control Panel Mounting
 - 3) Projector and Display Mounting Frames and Hardware
 - 4) Screen Mounting
 - 5) Input/Output Panels, including mounting of panels in casework.
3. With the Shop Drawings, submit:
- a. Preliminary cable numbering lists.
 - b. Detailed description of the proposed cable numbering system, complying with specified requirements.
 - 1) Samples
 - 2) Certificates
 - 3) Delegated Design Submittals
 - 4) Test and Evaluation Reports
 - 5) Manufacturers' Instructions
 - 6) Source Quality Control Submittals
 - 7) Site Quality Control Submittals
 - 8) Manufacturer Reports
 - 9) Sustainable Design Submittals
 - 10) Special Procedure Submittals
 - 11) Qualification Statements
4. Letters from the General Contractor and AV Subcontractor, on their respective letterheads, identifying the AV Installation Manager and verifying that individual satisfies experience requirements in this Section.
- a. If at any point this AV Installation Manager is replaced on the Project, an updated statement shall be provided within 10 business days.
- E. Copies of Permits
1. Photocopy of specialty electrical contractor's license for the AV Subcontractor.
 2. Photocopy of each permit issued for the AV work.

1.07 CLOSEOUT SUBMITTALS

- A. Record Documentation
1. General
 - a. Submit as specified in this Section.
 - b. Include work installed under addenda and change orders in the Record Documents.
 2. Record (As-Built) Drawings
 - a. Continually record the actual "as-built" installation on a set of prints kept readily available at the project during construction. These prints shall be used for this purpose alone. At the completion of the work, Contractor shall furnish the Designer a set of reproducible record drawings (Xerox type) and the set of mark-ups. Final payment to the Contractor will not be authorized until these prints have been submitted to and accepted by the Designer and Owner.
 - b. Record drawings shall include, at a minimum, updates of all sheets of the Submittal Drawings.

3. Operations Manuals and Maintenance Manuals
 - a. Operations Manuals shall be separate from Maintenance Manuals.
 - b. The O&M Manuals shall contain all the information needed to operate and maintain all systems and equipment provided in the project.
 - c. The information included must be the exact equipment installed, not the complete "line" of the manufacturer. Where sheets show the equipment installed and other equipment, the installed equipment shall be neatly and clearly identified on such sheets.
 - d. The information contained in the manuals shall be grouped in an orderly arrangement by specification index.
 - 1) Arrange the manuals by room/system, with a Common section containing materials that apply to more than one room/system.
 - 2) The cover page shall be labeled with the name of the job, Designer, Contractor and year of completion.
 - 3) Include the following information:
 - a) Project Title.
 - b) AV Consultant.
 - c) AV Subcontractor.
 - d) Completion Date.
4. Operations Manuals
 - a. As a separate manual for each system, include:
 - 1) Complete and comprehensive operating instructions prepared especially for this project. Include turn-on and turn-off procedures, typical operating methods and control settings for each method, and simplified block diagram with explanatory narrative. Standard documents published by the manufacturers shall not be acceptable to meet this requirement.
 - 2) Short-form operating instruction sheets prepared especially for this project, having simple and abbreviated instructions suitable for "non-technical" users with limited knowledge of the systems. Standard documents published by the manufacturers shall not be acceptable to meet this requirement.
 - 3) Manufacturers' standard operating instructions and owner's manuals for all items of equipment. Omit installation, servicing, and other technical information.
 - 4) Updated equipment list, including loose items.
 - 5) Include only operating and instructional material in Operations Manuals; do not include technical material or other servicing items.
5. Maintenance Manuals
 - a. Combined manual for all AV systems.
 - b. Updated equipment list including serial number of each item. List loose items on a separate sheet. Include addresses and telephone numbers for each manufacturer.
 - c. Cable numbering list as a computerized spreadsheet, in a format compatible with Microsoft Excel.
 - d. Evidence of final electrical inspection.
 - e. A copy of the delivery receipt for, and a list of, loose items.

- f. Warranty Information, including but not limited to:
 - 1) An overall Statement of Warranty from the AV Subcontractor for the complete systems. Include names, address(es), and business telephone number(s) of installing contractor.
 - 2) Instructions for obtaining warranty service from the AV Contractor, and from each Manufacturer.
 - g. Manufacturers' publications for each item of equipment:
 - 1) A copy of the Manufacturers' warranties, with names, address(es), and business telephone number(s) of installing contractor.
 - 2) Recommended operation instructions.
 - 3) Equipment brochures and cut sheets as appropriate. Do not include general catalogs.
 - 4) Service manuals as published by the manufacturers, and other manufacturers' servicing data.
6. Recorded Test Data
- a. Final equalization settings
 - b. Internal and fixed control settings
 - c. Signal delay and processor settings
 - d. Software configurations, programming code, source code, and IR codes
 - e. Include the names of the individuals performing and witnessing the tests, and the manufacturer and model of each item of test equipment which was used. Include block diagrams of the test setup for tests that involve more than one item of test equipment.
- B. Software
- 1. DSP configurations and programming

1.08 QUALITY ASSURANCE

- A. General
- 1. Systems and equipment specified under this Section and related Sections shall be provided and installed by a single subcontractor specializing in AV systems, communications, and electronics systems.
- B. Qualifications
- a. Manufacturers
 - b. Suppliers
 - c. Fabricators
 - d. Installers
 - 1) Provide adequate staff throughout the project, included a designated field foreman at the project site, and in responsible charge during site visits, observations, and testing by Consultant. Do not change the person assigned as foreman, unless required by illness or termination of employment, or other compelling circumstances. Promptly notify the Consultant and Owner of personnel changes.
 - 2) In the business of installing and maintaining the types of AV systems and equipment specified for this project, under the Contractor's present corporation or business license, for a period of at least 5 years.

- a) Experience as a regular electrical contractor or surveillance television systems contractor shall not apply to this requirement.
 - 3) This experience shall include at least three of each of the following types of projects:
 - a) Sound systems that have included DSP-based equalization and processing.
 - 4) Upon request, submit a list of installations performed for verification by the Consultant. Include:
 - a) Project name, description, and location.
 - b) Date completed.
 - c) Dollar amount of contract for AV (excluding raceway, electrical, and other general construction).
 - d) Contact names, with an email address and telephone number for each name.
 - e) Indicate which projects may allow visits by the Owner.
 - f) Where not prohibited by Non-Disclosure Agreements, submit:
 - 1) Photographs of the completed work.
 - 2) Excerpts of Record Documents ("as-built" drawings, Operations and Maintenance Manuals, etc.).
 - 5) A manufacturer-authorized dealer or distributor and installer for at least 3 years for each major brand of equipment to be supplied as part of this project.
 - a) Owner may grant specific exceptions for limited items of equipment, provided that a request is submitted with the bid and is approved by the Owner prior to equipment procurement or installation.
 - b) This provision does not apply to items of equipment being furnished by Owner or other vendors.
 - e. Testing Agencies
 - f. Licensing
 - 1) AV Subcontractor shall be licensed as a required by local regulations and Authorities Having Jurisdiction, including as a specialty low-voltage electrical contractor in the project jurisdiction where such licensing is available.
 - 2) Installing contractor shall have held a valid and applicable contractor's license, such as a specialty electronics contractor's license, for at least 5 years.
 - 3) Having held a general business or retailer's license shall not be construed as meeting this requirement.
- C. Certifications
- 1. Designated AV Installation Manager that holds active an active Certified Technology Specialist - Installation (CTS-I) credential administered by AVIXA.

1.09 PROJECT CONDITIONS

A. Contract Documents

1. The drawings do not show all requirements of the specifications. The drawings and specifications are complementary and what is called for (or shown) in either is required to be provided as if called for in both. If in conflict, the specifications shall take precedence.
 2. Equipment racks, connection panels, and all other associated devices are shown diagrammatically only and indicate the general character and approximate location. Furnish, install and place in satisfactory condition, all AV equipment, cabling and all other materials required for the systems shown or noted in the contract documents, so that it is a complete system which is fully operational and fully tested.
- B. Codes and Standards
1. Perform all work and provide materials and equipment in accordance with the codes, laws, and regulations as adopted and/or enforced by the local Authorities having Jurisdiction for the project site.
 2. Provide UL listed products where required and for which listing service is available.
 3. Conform to the following Codes, as adopted and amended by the Local Jurisdiction:
 - a. NFPA 70 (National Electrical Code, NEC)
 - b. UBC (Uniform Building Code)
 - c. Local regulations, as applicable
 4. The referenced codes and standards establish a minimum level of requirements.
 - a. Where provisions of the codes/standards or the Contract documents conflict with local laws, regulations, or codes, the local provisions shall govern.
 - b. Where provisions of the codes/standards conflict with each other, codes shall take precedence over standards, and the more stringent provisions shall govern.
 - c. If any conflict occurs between referenced codes and this Contract documents, the codes shall govern.
 - d. The regulatory requirements establish minimum standards for the work, but do not relieve the contractor from work shown or specified that exceeds such standards.
- C. Permits, Inspections
1. Obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein.
 2. Arrange for, and pay fees and charges for, inspection of work by the Authority Having Jurisdiction.
- D. Software Ownership
1. Commercial software that is provided by Manufacturers as accessories to products shall be provided to Owner, with Owner to be registered as the owner of the software's licensing agreement.
 2. For software (including configuration of commercial software and firmware) that is developed by Contractor and provided as part of the project, the Contractor shall provide a non-exclusive license to the Owner, fully paid in perpetuity, allowing full use and creation of derivative works, on the Owner's premises. Transfer of ownership of the Copyrights is not required.

1.10 WARRANTY

- A. Refer to General Conditions of the Contract.

- B. During the warranty periods, the Contractor shall repair or replace, at its own expense, defective work, equipment and materials.
 - 1. The initial warranty period shall run for one year from the date of final acceptance or first beneficial use.
 - 2. Warranty work shall be performed at the project site and is intended to occur in normal working hours.
 - a. On-site service at other than normal working hours shall be available at additional cost to the Owner, at current labor rates.
- C. During warranty periods, Contractor shall provide routine maintenance, at least annually or at the manufacturers' recommended service intervals whichever is less, including but not limited to:
 - 1. Testing to verify functions and performance of systems to be within these specifications and manufacturers specifications.
 - 2. Adjustments as required to restore or optimize performance.
 - 3. Cleaning of lenses, filters, and optical elements of projectors.
 - 4. Replacement of filters and lamps.
 - a. Filters and lamps will be furnished by Owner from Spare Parts stock.
- D. Response time
 - 1. Warranty diagnosis and repair shall commence not more than 24 hours after notification of Contractor.
 - 2. If warranty repairs or replacements take more than 4 working days, provide temporary equipment to maintain usability of complete systems at no additional cost to the Owner.
- E. The warranty shall cover the accuracy of technical documentation, and signal quality as specified and documented during the testing process of this project.
- F. In addition to the warranty provided by the AV Contractor, the benefits of Manufacturers' warranties shall be endorsed to the Owner.

PART 2 PRODUCTS

2.01 GENERAL

- A. Install complete and operating systems. Provide and install accessories as required (whether shown and/or specified or not) to form complete and operating systems. The overall governing requirement is to provide complete and operational systems.
- B. Equipment shall be new, unused, and undamaged, except as otherwise shown, or otherwise agreed in writing.
- C. Where these specifications include model or series numbers, provided equipment (including substitutions) shall meet or exceed the manufacturer's published specifications for the specified model or series the same as if the manufacturer's published specifications were enumerated within these project specifications. This requirement is in addition to the other requirements given in the project specifications. This requirement is not intended to apply to characteristics (such as color or appearance) which do not affect the performance, function, reliability, or durability.
- D. Manufacturer:
 - 1. Where several manufacturers are listed, contractor may choose which manufacturer to provide.
 - 2. Do not provide an assortment. For each category, provide products of the same manufacturer; for each item, provide the same model for all instances.
- E. Substitutions:
 - 1. Submit as specified in Division 27.

2. Requests for substitutions for products of Division 27 shall be submitted for pre-bid approval. All requests must be received by the Owner in writing no later than 10 days prior to bid date.
 - a. Itemize any variation from the specifications. For each item, refer to the pertaining Section and Paragraph, and indicate the reason for, and/or the advantage of, the substitution.
 3. Requests for substitution that do not comply with these requirements will not be considered. Substitutions after this deadline will be considered only if specified or previously submitted product is:
 - a. not available in time to meet required installation dates, or
 - b. substantial cost savings to the Owner and/or increases in system performance are proposed.
 4. Requests for Substitution that are approved will be published in an Addendum.
 5. Under this Section, provide revisions and alterations to work of other Divisions which may be necessary as a result of such substitutions.
- F. Equality
1. Where product specifications indicate "or approved equal", other products of equal quality and function may be furnished, subject to prior approval by the Owner and AV Consultant.
 2. Where product description does not indicate "or approved equal", substitutions shall be approved prior to bidding.
 3. Proof of equality rests with the submitter. The AV Consultant shall be the final judge of equality.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions
- B. Preinstallation Testing
 1. Prior to installation, verify performance of each and every item of equipment (including those furnished by Owner or others).
 2. For items or components that do not meet factory specifications, and which are furnished by Installer, repair or replace items or components prior to installation.
 3. For items furnished by Owner or others, inform AV Consultant of deficiencies.
- C. Evaluation and Assessment

3.02 INSTALLATION

- A. General
 1. Completed work shall represent a neat and orderly appearance.
 2. All work and materials shall be subject to observation at any and all times by representatives of the Owner and AV Consultant.
- B. Interface with Other Work
 1. Cutting, Patching, and Painting
 - a. Obtain written permission from Owner and coordinate with other trades prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills or concrete saws except where space limitations prevent the use of such tools.
 - b. All construction materials damaged or cut into during the installation of this work shall be repaired or replaced with materials of like kind and

quality as original materials by skilled labor experienced in that particular building trade.

- c. Painting will be provided by the AV Contractor.
 - 1) Under this Section, coordinate painting of speaker boxes and grilles with General Contractor.
- C. Penetration of Fire-Rated Elements
 - 1. Provide so that rating is retained.
 - 2. Fill sleeves with fire-stopping material in compliance with NEC.
 - a. Where sleeves open into areas occupied or in use for non-construction activity, maintain fire-stopping at all times throughout construction.
 - b. Acceptable products: T&B Flame Safe Compound, 3M Fire Barrier Caulk, Nelsen Electric Fireseal.
- D. Raceway and Conductors
 - 1. Raceway
 - a. Install wire and cable only within raceway systems. Do not install wire or cable in wall cavities or ceiling plenums/attic spaces without the use of raceway (conduit or cable tray), without the explicit written permission of Owner, or as otherwise noted on the drawings.
 - b. Maintain conduit fills equal to or less than those of Table 1 of Chapter 9 of the NEC, regardless of the class of wiring.
 - 2. Conductors and cables
 - a. Use only cable lubricants that are compatible with the jacket materials.
 - 1) Upon completion of pull, clean exposed cables and surfaces to be completely free of lubricant and residue.
 - b. To the greatest possible extent, cables shall be installed in continuous runs without splices.
 - 1) Where splicing is unavoidable, submit documentation showing locations and details for proposed splices for approval prior to pulling.
 - 2) Splice only in accessible junction boxes, using insulated crimp-on connectors, soldering covered with heat shrink, or other methods approved by the Engineer.
 - a) Do not splice in conduits or cable tray.
 - b) Splicing with wire nuts is prohibited.
 - c) Do not splice microphone wiring without specific written permission from the Consultant.
 - 3) Install the following types of circuits in separate raceway. Where not installed in raceway, install in separate bundles with maximum separation between types of circuits.
 - a) Microphone circuits.
 - b) Analog line-level audio circuits, digital audio/video circuits, analog video circuits, broadband circuits (CATV), and control circuits.
 - c) Class 2 Loudspeaker circuits.
 - d) Class 1 Loudspeaker circuits.
 - e) Telephone/data circuits.

- f) Power and lighting circuits.
 - c. Minimum Separations:
 - 1) From power and switched lighting circuits: at least 24 inches.
 - 2) From dimmed lighting circuits: at least 48 inches.
 - 3) Where runs are adjacent for less than 50 feet, the required spacing may be halved (12 inches, or 24 inches from dimmed lighting circuits).
 - 4) Where runs are adjacent for less than 6 feet, or where circuits cross at right angles, separations of 2 inches may be used.
 - d. Where AV circuits cross or intersect with power or lighting circuits, cross at 90 degrees (plus or minus 2 degrees) to the greatest extent possible.
 - e. Maintain the minimum bend radius of cables as recommended by Manufacturers.
 - f. Protect installed conductors from painting, overspray, and taping/patching compounds.
 - g. Raceway
 - 1) Install wire and cable only within raceway systems. Do not install wire or cable in wall cavities or ceiling plenums/attic spaces without the use of raceway (conduit or cable tray), without the explicit written permission of Owner, or as otherwise noted on the drawings.
 - a) At the option of the AV Subcontractor (Division 27 Subcontractor), wiring for loudspeakers may be installed with or without conduit/raceway. Where installed without raceway, provide plenum-rated wiring where required.
 - 2) Maintain conduit fills equal to or less than those given by Table 1 of Chapter 9 of the NEC, regardless of the class of wiring.
3. Cable Installation
- a. Install cables and wiring neatly, forming straight lines and smooth corners, without deformation, kinks, scrapes, or cuts of the jacket or insulation. Secure with tie-wraps.
 - 1) Do not cinch cable ties too tightly; leave loose enough so each cable can be easily moved through the bundle.
 - b. Where installed without raceway, support cables with D-rings or J-hooks at minimum intervals of 48 inches.
 - 1) Do not put cable ties or J hooks at equal distances; place at random spacing.
 - c. Do not use cable ties in the cable tray or overhead junction boxes, except where otherwise shown or otherwise directed in writing by Owner.
 - d. On backboards, use support cables with D-rings on the outside edges of backboards.
 - e. Where bundles enter racks, arrange neatly without crossovers. Secure cable bundles within racks and equipment consoles with cable ties.
 - 1) Bundle separately, or install in separate plastic ducts, the microphone, line-level audio, speaker, control, video, and power wiring.
 - f. Where bundles are subject to flexing, enclose bundle with nylon webbing or spiral wrap; do not use tie-wraps.

- g. Provide flexible service loops for cable assemblies for:
 - 1) Equipment in casework or racks which have less than 3 feet of clearance for rear access.
 - 2) Equipment with sliding mounting hardware.
 - 3) Provide sufficient loop length so that equipment can be fully pulled out for service without cutting wire ties or putting undue stress on cable assemblies.
 - h. Where cables are installed vertically, provide support at regular intervals. Maximum distance between supports shall not exceed 80 percent of the manufacturers' recommended maximum vertical drop, or 50% of the recommended maximum pulling tension, whichever is less.
 - 1) At a minimum, support cables at each floor with clamping strain relief.
- E. Mounting and Installation
- 1. Boxes, equipment, etc. shall be plumb and square, except as otherwise shown.
 - 2. Equipment (except portable equipment) shall be firmly held in place. Fastenings and supports shall be adequate to support their loads with a safety factor of at least three. Equipment shall be braced for seismic conditions according to applicable codes and regulations.
 - 3. Loudspeakers
 - a. Loosely fill speaker niches or metal speaker enclosures with unfaced, 0.75 lb/cu.ft, glass fiber batting.
 - b. Verify polarity of each speaker voice coil prior to installation and connect to maintain uniform polarity.
 - c. Where line matching transformers are used, tap as shown or to provide an amplifier load between 60% and 90% of rated capacity with all speaker-line attenuators (if any) set for minimum attenuation.
 - d. Loudspeaker clusters (hung assemblies)
 - 1) Install using to permit individual adjustments of tilt and yaw angles of at least plus or minus 5 degrees for each horn and full-range speaker assembly.
 - 2) Hang low frequency speaker enclosures, and full-range speaker assemblies, on neoprene-in-shear vibration isolators selected for the weight of each component.
 - 3) Develop mounting details and structural attachments in accordance with the recommendations of a Structural Engineer where required by Code, and submit drawings to the Owner for approval prior to installing roughing-in work.
 - a) Provide safety cables attached directly to each speaker box and to structure; do not attach safety cables to mounting apparatus.
- F. Rack-Mounted Equipment
- 1. Install racks to permit full swing-out of front and rear door, and swinging cabinet sections. Coordinate with work of other Divisions to insure full swing-outs.
 - 2. Mounting:
 - a. Install vent panels at top and bottom of rack, and between power amplifiers, except where otherwise shown or otherwise recommended by Manufacturer.

- b. Install blank panels to fill any unused rack spaces.
 - c. Mount devices having operating controls or displays, such as video monitors, vectorscopes, mixers, control panels, and patch panels at convenient working height.
 - d. Within racks, install cables and wiring neatly, forming straight lines and smooth corners. Bundle separately, or install in separate plastic ducts, the microphone, line-level audio, speaker, control, video, and power wiring.
3. Power Connections
- a. Coordinate installation of power outlets and plug strips, receptacles, power branch circuits, and special grounding conductors. Under this Section, verify proper connections of grounding conductors, grounded conductors ("neutrals"), and identified conductors ("hot wires") for power branch circuits.
- G. Terminations
- 1. Prior to connection, verify freedom from shorts or grounds of all conductors (including shields and drain wires) of all cables.
 - 2. Terminate cables in terminal cabinets or other approved means on the walls of equipment rooms, to provide a demarcation/test point, with extension cable run to the rack/equipment. Do not run cables from devices directly to equipment racks.
 - 3. Terminate unused RF tap, splitter, video outputs, and distribution amp ports with a 75 Ohm terminators.
 - 4. If a signal path requires that the signal pass through more than one device, each device must have looping input capability, or a distribution amplifier must be used to feed the signal to the devices. Do not use a video "T" in place of a video distribution amp to route signals to more than one device.
 - 5. All audio circuits shall be balanced (high, low, shield) except where otherwise indicated. Where devices with unbalanced ports are used, provide balance boxes located at the device to convert all connected ports to balanced.
 - 6. Connections:
 - a. Make connections to plugs, receptacles, connectors, or solder terminals using rosin-core solder. Make connections to screw connections using insulated spade lugs.
 - 1) Ensure that no uninsulated wire is exposed beyond its pin, and no stray strands ("whiskers") are present.
 - 2) Utilize only multi-core flux resin with 60/40 tin-lead non-corrosive construction, designed for electronic equipment use.
 - 3) Soldering shall utilize good engineering practices, and completed solder connections shall appear shiny and smooth, without excessive solder and with no visible imperfections or cold-solder joints, and with wire strands visible.
 - b. Serve shielded cables with clear heat-shrink tubing to insulate shield and drain wire. For unterminated drain wires, serve drain wire in normal fashion, then fold back onto jacket and cover with clear heat shrink, to insulate the exposed end and to allow future termination of drain.
 - 1) Do not overheat insulation when heating tubing; do not bend conductors until insulation has cooled. Repair or replace cables with partially melted or deformed insulation.
 - c. Cable jacket shall be fully engaged by the strain relief of the connector.

- d. For all crimp-type connectors and pins, utilize only crimp tools rated for the crimp pin type, size and wire gage being assembled. Consult the manufacturer's specifications and recommendations for crimping.
 - 1) Utilize only gold-plated crimp pins.
7. Pinouts
- a. Wire all three and five pin audio connectors and quarter-inch phone jacks (mono and stereo) in accordance with IEC-268.
 - 1) For three pin connectors, Pin 1 is ground, Pin 2 is positive, and Pin 3 is negative.
 - 2) For five pin connectors, Pin 1 is ground, Pin 2 is left positive, Pin 3 is left negative, Pin 4 is right positive, and Pin 5 is right negative.
 - 3) For quarter-inch stereo phone jacks, Tip is positive, Ring is negative, and Sleeve is ground.
 - 4) For quarter-inch mono phone jacks, Tip is positive and Sleeve is ground.
 - 5) Where manufactured items deviate from the above, wire as required and document the deviation on the Record Documents.
8. Signal Shielding and Grounding
- a. Verify integrity of grounding systems and isolated-ground receptacles prior to connection of equipment.
 - b. Install heavy copper buss bars inside cabinets, running vertically from top to bottom, along right side of cabinets (viewed from rear). Provide buss bars having tapped holes with terminating screws 6 inches on center (maximum spacing). Bond bars to cabinets, and connect special grounding conductors to ground bars.
 - c. For each equipment room, install a single-point grounding system for termination of shields. Where multiple systems are installed in a single grouping of racks, they shall be considered one system for grounding purposes.
 - d. Do not use 3-prong to 2-prong adapters ("ground lifters") on power cords. Do not remove or defeat grounding terminal of 3 conductor power cords, and maintain safety grounding and bonding as required by the NEC.
 - e. Connect shield and grounding conductors as follows:
 - 1) For devices with grounding power cords having separate circuit and chassis grounds, connect circuit ground to rack's ground buss.
 - 2) For devices with grounding power cords having common circuit and chassis ground, omit grounding wire (grounding will occur through power cord).
 - 3) For devices with non-grounding power cords (two-wire), connect circuit ground to rack's ground buss.
 - 4) Connect shields of microphone wiring to receptacle and mixer input receptacles.
 - 5) Insulate shields from connector shell, plates, boxes, and raceway.
 - 6) Connect shields of line level circuits at output ends only; insulate at input ends.

- 7) Maintain shield and drain wire continuity through junction boxes and intermediate termination points. Insulate shields from raceway or other conductive building elements. Maintain shields to within 3 inches of connected devices, and maintain twisting of pairs of wires to within 1/2 inch of connector or device termination.
 - f. Make any modifications to grounding and shielding which are necessary to eliminate extraneous noise and RFI, prevent oscillations, parasitics, and other signal instabilities, and to meet overall systems noise specifications. Record any deviations from the above guidelines, and the reasons that each deviation was deemed necessary.
 - g. The overall governing requirements are that the wiring systems shall not induce or pick up perceptible noise, and that the predominant components of the noise floor of all signal paths shall be normal "thermal" noise of the upstream devices.
- H. Labeling
1. Conductors and Raceway
 - a. Number- or color-code each cable. Number- or color-code individual conductors of cables to identify circuits and connections.
 - 1) Record number- and color-codes on the "as-built" drawings.
 - b. Wire Run List: for each system, include the following on the wire run list, for each cable:
 - 1) Cable number.
 - 2) Signal type.
 - 3) Cable type.
 - 4) "To" destination
 - 5) "From" destination
 - 6) Room and equipment location for both ends of the cable
 - 7) Approximate length of cable run
 - c. Label cables on each end, with number and identification legend clearly identifying the connection point for the cable end. Labels shall be self-laminating type, such as Panduit PDL-54 or PDL-56, or labels covered with clear heatshrink. Place labels at both ends of each cable, near the connectors so that the label is readable without removing wire ties.
 2. Racks
 - a. Label each rack as to general function (for example: "AUDIO RACK 1", "LECTURE HALL AV", etc.)
 - b. For each group of racks, install a permanent label identifying:
 - 1) System Name.
 - 2) Owner.
 - 3) Designer.
 - 4) AV Subcontrator.
 3. Equipment and Panels
 - a. Clearly label input and output jacks and receptacles with engraved and paint-filled lettering. Labeling will include type of receptacle (MIC, LINE, AUX) and input number.

- b. Clearly label each item of equipment to identify indicate function. Also install labeling on rack mounted equipment to indicate function and normal setting of each control or switch. Where appropriate, normal settings may be marked using markers, self-adhesive drafting symbols or dots applied to the faceplate at the control pointer.
 - 1) Install labeling on each patch jack to indicate circuit or device (for example: "LECT" (lectern) on top jack, normaled to "MIC 1" (microphone input 1) on bottom jack
- c. Labels may be anodized, etched or directly engraved with paint-filled letters on the plate or panel being labeled. Other methods must be approved by the Consultant.
 - 1) 'Dymo' or 'Kroy' tape, and press-on labeling is not acceptable.
 - 2) Lamacoid labeling is not acceptable for IO connector panels. Securely fasten laminated plastic using screws, rivets, epoxy glue, or cyanoacrylate ("super-glue"); double stick tape or other types of glue are not acceptable.
 - 3) Labels for patch jacks shall be machine-printed paper labels, installed using manufacturer's standard hardware and protective covers.

I. Programming

1. General

- a. Provide programming for complete, easy-to-use control of all AV equipment and related items.
- b. Provide complete programming of programmable devices and controls, to form complete and operating systems with specified functionality, and functionality of each product fully implemented.
 - 1) Exact functionality and layouts of panels subject to review and minor revisions and additions during submittal process, without an increase in the Contract amount.
- c. At a minimum, base initial layouts/design on the Construction Documents.
- d. Submit proposed programming for review and approval by Owner and Consultant. Include:
 - 1) DSP layouts and parameters. Include labeling and commenting for all objects, properties, and parameters.
 - 2) Layouts for button panels. Include:
 - a) Description of action for each button.
 - b) Graphical layouts, including artwork, button styles and colors.
- e. Refer to Related Sections for additional requirements.

3.03 SYSTEM STARTUP

- A. Testing and adjustment of equipment shall be performed by qualified technicians with prior knowledge of the particular items of equipment, and general knowledge of video and audio systems alignment and troubleshooting, and knowledge of the specific systems and installations of this project. Prior to the site visit by the Consultant, the Contractor shall perform preliminary measurements, testing and adjustments as follows:
- B. General:
 - 1. Test each and every device, input and output, to and from patch-bays, device to device, and point-to-point input panel to patch-point/device.

2. Test ancillary equipment and loose items including, but not limited to ALS receivers, Wireless transmitters and receivers, patch cables and headsets.
- C. Loudspeakers:
1. Measure and record impedance of each speaker load at the main junction box or rack cabinet, and total load on each amplifier. At a minimum, make measurements at 100, 1000, and 10,000 Hertz.
 2. Make corrections as required so that the load impedance of each amp is equal to or greater than rated load impedance.
 3. Slowly sweep all low frequency and full range speaker systems with sine waves at 25% of rated maximum amplifier power output, or at 50% of rated continuous power capacity of loudspeakers, whichever is less, from 20 to 2000 Hertz. Listen for symptoms of audible or tactile vibration of speaker components, mounting apparatus, or building elements. Under this Section, correct vibration or rattling of speakers or mounting apparatus to the satisfaction of the Consultant. Report vibration or rattling of other building elements to the Consultant; include frequency, characterization of observed rattling or vibration, and recommendations for corrections.
- D. General Audio:
1. For each system, verify and adjust:
 - a. Signal polarity is correct for each circuit and path, and consistent for all circuits and paths. Reverse polarity if required, and record which circuit was reversed.
 - b. Verify that all microphones have the same polarity of output for positive pressure at diaphragm.
 - c. Verify that positive pressure at microphones produces positive pressure from each loudspeaker. Reverse polarity if required, and record which circuit was reversed.
 - d. Gain controls so all components except power amplifiers reach rated nominal output and onset of clipping at the same signal level (as system input).
 - e. Set audio distribution amplifiers for unity gain unless otherwise specified by the Designer.
 - f. Power amplifier gains so power amplifiers just begin to clip at the onset of clipping of the upstream device, plus 0 or minus 2 decibels.
 - g. Re-adjust gains if required for proper operation of each system and component, and to optimize normal operating and listening levels. Measure and record any such re-adjustments; also record the reason adjustment was deemed necessary.
 - h. Equalizers to optimize the specified frequency responses. Adjust notch filters to minimize "ringing" with open microphones; make adjustments with microphones in their normal operating positions.
 - 1) Perform final equalization and filtering of feedback modes in the presence of the Consultant.
 - 2) Microphones (when present):
 - a) All microphones have the same polarity of output for positive pressure at diaphragm.
 - b) Positive pressure at a microphone produces positive pressure from each loudspeaker. Reverse polarity if required, and record which circuit was reversed.

- c) Automatic mixers, automatic level controllers, and other signal processors to optimize use of microphones for intended purpose using the expected (normal) microphone positions. Assume a voice level of 70 dB-SPL at 4 feet from the talker's mouth.
 - i. Verify that the system is completely free from hum, noise, parasitic oscillation, and RFI.
 - 2. For each system, measure and record the following:
 - a. Overall frequency response and signal to noise throughout the entire listening area. Measure in 1/3 octave bands and include overall dBA and dBC values.
 - b. Perform tests with the measuring microphone at the seated ear height of the audience, within designated seating areas. All interior finishes and furnishings shall be in place during measurements.

3.04 CLEANING

- A. General
 - 1. Clean equipment and panels to remove plaster, taping or patching compound, overspray, paint spills, oil, grease, dust, fingerprints, or other dirt or contaminants to restore equipment to original finish and condition.
 - 2. Remove dust, wire and insulation clippings, dirt and debris from the interior of enclosures, outlet boxes, pull and junction boxes, and equipment racks and cabinets.

3.05 CLOSEOUT ACTIVITIES

- A. Perform the following for project closeout of AV work:
 - 1. Obtain final electrical inspection.
 - 2. Perform initial testing, tests and documentation
 - 3. Provide nameplates and labeling on equipment.
 - 4. Refinish equipment finishes that are damaged.
 - 5. Perform final cleaning.
 - 6. Deliver Loose Items to Owner.
 - a. Deliver loose items, such as microphones, handheld remote controls and accessories, to Owner before the time of final acceptance.
 - b. Obtain the signature of Owner's representative acknowledging receipt of the loose items.
- B. Following completion of the above, submit written notice at least 10 days in advance so that Owner and Designer may at their respective discretion furnish representatives to witness and/or participate in the final tests and adjustments.
- C. Following Owner's and Designer's response to the above, perform final tests and adjustments as specified, and complete the following procedures.
 - 1. Submit and obtain acceptance of Record Documents.
 - 2. Submit and obtain acceptance of O & M Manuals.
 - 3. Provide training and instruction to Owner's personnel.
- D. Following completion of the above, submit a Final Acceptance Request. Assist Owner and AV Consultant in performing final acceptance testing and observing completion of the work. At Owner's and AV Consultant's option, any or all of the specified tests or adjustments, or additional tests or adjustments that may be deemed necessary by Owner or Designer, shall be repeated for observation.

- E. Completion Report
1. Request for Acceptance Testing:
 - a. When the work is substantially complete, including Preliminary Testing and Adjustments specified above, and ready for final Demonstration and Acceptance Testing, submit request for acceptance testing to the Consultant, and Owner.
 2. Include:
 - a. Letters from the General Contractor and AV Subcontractor, on their respective letterheads, certifying that the AV systems are substantially complete, fully tested and adjusted, fully operational, and ready for inspection, final testing, and tuning.
 - b. Copies of final inspection certificates signed off by the Authority Having Jurisdiction.
 - c. Signed delivery receipt from Owner of delivered loose items.
 - d. Photographs of the completed installation. Include photographs of:
 - 1) An elevation view of the front wall of each room equipped with projection screen(s), showing the screen, loudspeakers, and other system elements.
 - 2) A view of each equipment room, showing the equipment racks, backboards, terminal cabinets, and other installed materials.
 - 3) An elevation view of each equipment rack cabinet taken with the front door (if any) fully open, and a view of the interior of each equipment rack cabinet, taken from the rear with the door or rack fully opened.
 - 4) An elevation view of each terminal cabinet, taken with the cover removed or fully opened.
 - 5) A view of each type of wall-mounted device, including cameras, monitors, control panels, etc.
 - 6) A "reflected ceiling" view of each loudspeaker cluster, and at least two separate side views of each loudspeaker cluster.
 - a) Loudspeaker cluster photographs shall be taken close-up, or with a telephoto lens, so that the cluster itself fills the image as much as possible.
 - b) Close-up views of typical attachments to the horns, low frequency boxes, cluster framework, and vibration isolators. These photographs may be taken during installation, prior to completion.
 - 7) A view of each type of ceiling-mounted device, including loudspeakers, etc.
 - 8) Close-up views of each type of input panel and output panel.
 - 9) Close up views of each type of floor box/pocket with the covers open, and with the covers closed.
 - 10) Professional photographs are not required; color "snapshots" are acceptable. Photographs may be digital. Photographs shall be legible, well-lighted, and well-focused, and composed to fill the image with the intended subject as much as possible.
 - e. The results of all tests, measurements, and adjustments which are specified within this section and related sections.
 - 1) List of personnel and test equipment used.

- 2) List of discrepancies and corrective action taken.
3. Submit the complete package of Completion Report to the Consultant for review prior to scheduling of the site visit by the Consultant for final observation and testing.
4. The AV Consultant will not schedule its site visit until the AV Subcontractor's Completion Report has been submitted and approved. Allow at least 10 calendar days between receipt of Completion Report by AV Consultant and the earliest desired date for site visit by AV Consultant. The AV Subcontractor is encouraged to communicate informally with the AV Consultant prior to submission of Completion Report to coordinate the scheduling of the AV Consultant's site visit.

3.06 DEMONSTRATION AND ACCEPTANCE TESTING

- A. Site Visit by Consultant
 1. Assist the Consultant in making final observations, demonstrations, tests, equalization, and other adjustments.
 2. AV Subcontractor and AV Consultant shall mutually perform acceptance testing and adjustments:
 - a. Demonstration and measurements to verify measurements and adjustments specified in the previous section, as selected by Consultant.
 - b. Other measurements or demonstrations as requested by Owner, Consultant, or Installer.
 3. AV Subcontractor shall make any adjustments deemed necessary by Owner or Consultant, including but not limited to:
 - a. Re-aiming of loudspeakers.
 - b. Re-wiring of speaker taps.
 - c. Resetting of gain, slope, or other controls.
 - d. Addition or deletion of passive attenuators.
 - e. Changes in attenuator or tap values.
 - f. Changes in shielding or grounding, and addition or deletion of capacitors and/or resistors to grounding and shielding connections.
 - g. Minor changes in wiring and termination.
 - h. Changes in speaker aiming.
 4. Such work shall be included in the base bid contract amount.
- B. The Contractor shall make the following available (on-site) during the acceptance testing:
 1. General
 - a. The Contractor's personnel who participated in the installation and testing of the systems.
 - b. Copy of the Completion Report, including a list of discrepancies and corrective action.
 - c. Installation, servicing, and alignment manuals for all items of equipment furnished by Contractor
 - d. The draft (markup) "as-built" drawings, and product data submittals.
 - e. Software to adjust remotely controlled equipment, such as signal processors, with necessary computer and related hardware.
 - f. Provide sufficient cabling to permit controlling computer to be located in viewing and listening areas while signal processors remain in equipment cabinets and video projectors remain in normal operating positions.

- g. Loose items (microphones and other accessories) needed to form a complete and operational system.
 - h. "Service-mode" remote controls.
 - i. Dual-trace, triggered oscilloscope with calibrated settings, and minimum bandwidth of 100 megahertz.
 - j. Sufficient patch cables and test cables to connect all IO of test equipment to all IO of installed equipment, in all possible combinations.
 - k. Hand tools, ladders, lifts, scaffolds sufficient to provide ready access to installed items, including ceiling loudspeakers and clusters.
2. Audio
- a. Sine wave oscillator with balanced output and distortion below 0.1%
 - b. AC voltmeter with 100 millivolt full-scale sensitivity and 50 to 10,000 Hertz frequency response
 - c. Distortion Analyzer, equivalent to Leader
 - d. Sound Level Meter, equivalent to Goldline SPL120.
 - e. One-third octave real-time spectrum analyzer, or FFT analyzer, and calibrated microphone, equivalent to Ivie IE-45, SMAART with PC and calibrated microphone, or Goldline TEF.
 - f. Pink Noise generator, equivalent to Goldline.
3. Consultant may request submittal of documentation of calibration.
- C. Additional Site Visits by AV Consultant
- 1. Additional site visits may be deemed necessary by the AV Consultant if any of the following conditions are found during the (initial) site visit:
 - a. Manuals or required information not available.
 - b. Items of equipment (including loose items) that are not available or non-operational.
 - c. Items of equipment which do not meet the specifications, or the manufacturers' published performance criteria.
 - d. Hum, buzz, or noise which degrade the signal to noise ratio of any circuit by more than 5 decibels from the manufacturer's rated signal-to-noise ratios for noisiest upstream component.
 - e. Audio distortion which is audible, or video distortion which is visible.
 - f. Any other conditions which are not in accordance with the specifications, drawings, Contractor's submittals, or Completion Report.
 - 2. The AV Subcontractor shall make every possible effort, and the AV Consultant will render reasonable assistance which does not hamper the other work of the site visit or extend the site visit, to correct the deficiencies during the site visit to avoid additional site visits.
 - 3. If additional site visits are deemed necessary:
 - a. The AV Consultant will submit a written notification of the reasons with descriptions of the deficiencies to be corrected.

3.07 TRAINING

- A. After the final Demonstration and Acceptance Testing, the AV Subcontractor shall instruct the personnel designated by the Owner in operation and routine maintenance of the systems.
 - 1. Schedule in coordination with the Owner and AV Consultant.

2. Prior to or at the first training session, provide a draft copy of the Operations Manual to the trainees.
 3. Contractor's trainers shall include superintendents or foremen who installed and configured the systems. Trainers shall also include manufacturers' representatives when so specified, or as appropriate.
- B. The training sessions should cover the following areas:
1. General operation of all systems and functions.
 2. Explanation and orientation of all technical documentation.
 3. Explanation of signal flow including all signal paths through routing switchers and patching.
 4. Basic system troubleshooting and preventive maintenance.
 5. Explanation of system warranty, including procedures to obtain support from Contractor.
- C. At a minimum, provide the following sessions of training for systems users, covering operations. Each session shall be for at least the specified number of hours and number of attendees per session.
1. General: at least 2 sessions of 4 hours each, for up to 6 persons each, for operations and management staff.
 2. Technical: at least 1 sessions of 6 hours each, for up to 4 persons each, for AV technical staff, covering detailed operations and maintenance.
 3. At least one session (as selected by Owner) shall include operating each system during an actual event.
 4. At the completion of installation, submit a written request to the Owner to schedule the training sessions, at least two weeks in advance of the requested dates.
- D. At least one of each type of class (as selected by Owner's representative) shall be video recorded by the contractor. Professional "talent" or equipment is not required. Deliver at least one electronic copy to the Owner.

END OF SECTION

SECTION 27 41 10**AV SYSTEMS****PART 1 GENERAL****1.01 SUMMARY**

- A. Section includes the following AV systems:
 - 1. Exterior Paging.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. Section 26 05 90: Electrical Requirements for AV systems.
- C. Section 27 41 00 Basic Means and Methods for AV.

1.03 SYSTEM DESCRIPTIONS

- 1. Exterior Paging
 - a. Five zones.
 - b. Three paging microphone stations.

1.04 PERFORMANCE REQUIREMENTS

- A. Audio output capability: Minimum sound pressure level in decibels A-weighted throughout the coverage area, measured at typical seated listener's ear level with less than 5% acoustic harmonic distortion, when driven with continuous pink noise. When driven in excess of maximum output, clipping shall occur first in the power amplifiers.
 - 1. Exterior: Shall not exceed 10 dBA above ambient sound pressure levels at any adjacent property lines.
- B. Audio frequency response: measured acoustically at typical seated listener's ear level in contiguous one-third octave bands: within plus or minus 2 decibels of flat from Lower Limit to Knee frequency, then rolling off at 3 decibels per octave to Upper Limit, in Hertz.
 - 1. Exterior
 - a. Lower Limit: 80 Hz
 - b. Knee: 2500 Hz
 - c. Upper Limit: 16,000 Hz
- C. Audio noise: system noise shall not exceed an equivalent input noise of -120 dBm (20,000 Hertz bandwidth). Use of any system control shall not produce audible clicks, pops, thumps, or spurious noises.
- D. The AV Consultant shall be the sole judge of these criteria having been met.

PART 2 PRODUCTS**2.01 OWNER-FURNISHED PRODUCTS**

- A. New Products
 - 1. Loudspeaker PA1: (28) Community R.25-94TZ
 - 2. Loudspeaker PA2: (7) Community R.5-66TZ
 - 3. Audio Amplifier 4-Channel: Ashly NX3.04
 - 4. Audio Amplifier 2-Channel: Ashly NX3.02
 - 5. Audio Mixer: TOA M-9000M2 CU
 - a. (2) TOA D-001T.
 - b. (1) TOA T-001T.

- c. (1) TOA C-101T.
- 6. Paging Station: (3) TOA Q-RM9012
- 7. Message Repeater: TOA EV-700PS
- 8. Equipment Rack: Middle Atlantic DWR-10-22
- 9. Concrete Anchors: (100) ¼-20x1.75"
- 10. Concrete Drill bits: (50)
- 11. Loudspeaker Cable: (4) 500' West Penn 225

2.02 TERMINATION DEVICES

- A. Plate Mounted Audio Connectors
 - 1. Description: audio connectors.
 - 2. Specifications:
 - a. Locking hatch.
 - b. Metal shells.
 - c. Provide configurations and styles as indicated on drawings.
 - 3. Manufacturer: Neutrik or approved equal.
- B. Plates for Receptacles
 - 1. Description: metal plates for wall-mounted audio receptacles, to mount on standard "gang" electrical boxes.
 - 2. Specifications:
 - a. Material: 1/8" Aluminum- no exceptions.
 - b. Finish: brushed.
 - c. Provide styles and sizes as shown on drawings.
 - d. Nomenclature: Anodized, etched, directly engraved or as approved by Consultant.
 - 3. Manufacturer: ProCo, RCI, Soundolier, Sierra, RDL, or approved equal.
- C. Terminal Blocks
 - 1. Description: Enclosed screw-type terminal blocks for use without spade lugs.
 - 2. Specifications:
 - a. Enclosed screw terminals.
 - b. Numbered or labeled terminals.
 - c. DIN rail mounting.
 - d. Modular construction.
 - 3. Manufacturer: Phoenix Contact, or approved equal.
- D. Punch Blocks for stranded conductors
 - 1. Description: Punch blocks rated by the manufacturer for use with stranded wires.
 - 2. Specifications:
 - a. High pressure insulation displacement type.
 - b. Rated by the manufacturer for use with stranded wires.
 - c. Terminate wires only with the tools designed for the specific type of punch block.
 - d. Punch blocks designed for use with solid wires, such as standard "66B" or "110" types, are not acceptable for use with stranded wires.
 - 3. Manufacturer: ADC, or approved equal.

- E. Punch Blocks for solid conductors
 - 1. Description: punch blocks for solid conductors.
 - 2. Specifications:
 - a. Standard “66B” type or “110” type.
 - b. Use only with wire gauges for which terminals are rated.
 - 3. Manufacturer: Siemon, Ortronics, Leviton, or approved equal.

2.03 CONDUCTORS

- A. Wire and Cable
 - 1. Provide wire and cables that are listed by UL or other agency acceptable to the AHJ, and marked for their Class of wiring, per NEC.
 - a. Prior to installing wire or cable furnished by Owner or others, verify listing and marking to be in compliance with NEC and acceptable to AHJ.
 - 2. Trade numbers shown within this document may be for general-purpose cables for use in raceway and where otherwise allowed by NEC and other codes.
 - a. Provide wet, riser or plenum rated versions where shown or specified.
 - b. Where wet, riser or plenum cable is not shown or specified, for each installation situation verify prior to installation with the local authority having jurisdiction that dry, non-plenum and non-riser rated cables are acceptable.
 - 1) In the event that the AJH requires wet, plenum or riser-rated cables, provide cables so rated with equivalent electrical characteristics to those specified below. Contractor will be reimbursed for any increase in actual cost of materials over the specified materials due to changing to wet/riser/plenum rating.
- B. Shielded Twisted Pair (STP, M, L, INT)
 - 1. Description: Miniature shielded twisted pair cable for microphones, line-level audio circuits, intercom circuits, and other circuits.
 - 2. Specifications:
 - a. Conductor size: #22 AWG, tinned stranded copper.
 - b. One twisted pair per cable.
 - c. Folded foil shield.
 - d. Jacketed.
 - e. UL listed.
 - 3. Manufacturer: Belden 8451, West Penn 452, or approved equal.
- C. Speaker Cable (SP4, SP8, S70)
 - 1. Speaker cable for Class 1 circuits for 4-16 ohm loudspeakers shall be West Penn Wire 225, or approved equal.
- D. Control Cable (C, CC, CTLA)
 - 1. Provide type STP as specified above.
- E. CAT6 Cable (CAT, CAT6, UTP)
 - 1. Description: Shielded Category 6 Cable.
 - 2. Specifications:
 - a. 23AWG
 - b. Overall 100% Aluminum Foil (F/UTP).
 - 3. Manufacturer: Belden 2412FS, West Penn Wire 4236F, or approved equal.

- F. DC Power Wiring (DC)
 - 1. Description: wiring for Class 2 and Class 3 power supply outputs.
 - 2. Specifications:
 - a. Pairs of #12 AWG THHN.
 - 3. Manufacturer: West Penn Wire 225, or approved equal.

2.04 AUDIO EQUIPMENT

- A. AV I/O Plate Type 1 (AV1)
 - 1. Description: Microphone input Panel.
 - 2. Specifications:
 - a. 1-gang.
 - b. Two RJ-45 inputs.
 - 3. Manufacturer: Custom or approved equal.
- B. Audio DA
 - 1. Description: Audio distribution amplifier.
 - 2. Specifications:
 - a. Stereo Audio Distribution with 4 Outputs
 - b. Mono Audio Distribution with 8 Outputs
 - c. Front-Panel Input Level Trimmer
 - 3. Manufacturer: RDL RU-ADA4D, or approved equal

2.05 ACCESSORIES

- A. Cable Lubricants
 - 1. Electrical cables: Dyna-Blue, American Polywater.
 - 2. Fiber-optic cables: Optic-Lube, Ideal.
- B. Glass Fiber Batting
 - 1. Description: Glass fiber batting for speaker enclosures.
 - 2. Specifications:
 - a. Unfaced (without vapor barrier).
 - b. Non-rigid batting, cut to size as required.
 - c. Density: 0.75 pound per cubic foot, minimum.
 - 3. Manufacturer: Knauf, Owens Corning, Johns Manville, or equal.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with Section 274100 except as otherwise specified in this Section.

END OF SECTION

SECTION 26 05 90

ELECTRICAL REQUIREMENTS FOR AV

PART 1 GENERAL

1.01 SUMMARY

- A. The work of this Section is part of the Base Bid.
- B. Section Includes:
 - 1. Electrical work shown on AV-series drawings, related to Audio/Visual (AV) systems.
 - 2. Raceway systems, including cable tray, conduits, wireways, raceway fittings, boxes, cover plates, enclosures, terminal cabinets, and terminal boards.
 - 3. Installation of special back-boxes and plaster rings for control panels.
 - 4. Dedicated, 120 VAC, 20 Amp, branch circuits, and plugmold/receptacles for audio systems equipment.
 - 5. Special grounding conductors for electronics equipment cabinets, video projectors, televisions, and other AV equipment.
 - 6. Branch power circuitry and interfacing for low-voltage control for motorized projection screens.
 - 7. Coordination with the work of the AV systems Contractor(s).

1.02 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Products Installed but not Furnished Under this Section
 - 1. Equipment rack cabinets and special backboxes furnished under Division 27.
- B. Related Requirements
 - 1. Audio/video (AV) equipment and conductors (wire and cabling) are not included in other sections, and are specified in Division 27.
 - a. Section 27 41 00 Basic Materials & Methods for AV
 - b. Section 27 41 10 AV Systems

1.03 PRICE AND PAYMENT PROCEDURES

- A. Alternates
 - 1. Deductive Alternate #1 – provide free air cabling in lieu of conduit, see drawings for additional information.

1.04 REFERENCES

- A. Reference Standards
 - 1. EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Under this Section, coordinate with AV Subcontractor's work specified under Division 27.
 - 2. Wiring methods, locations for back-boxes and outlet/terminal boxes for AV equipment, locations for conduit/junction boxes, routing of conduits and power conductors for audio, video, computer video, control, and power to AV equipment.

1.06 SUBMITTALS

- A. Submit the following.
 - 1. Submit product data for all products and materials specified under this Section for review by both the AV Consultant.
 - 2. Coordinate conduit riser and schedule with Shop Drawings prepared by AV Contractor under Section 27 41 00.

PART 2 PRODUCTS

2.01 CONDUITS

- A. Conduits shall be EMT throughout, sized appropriately to not exceed fill limitations under the NEC.
- B. Cable isolation and separations defined in NEC shall be followed at all times.

2.02 OUTLET GANG BOXES

- A. Except where otherwise shown, provide as specified below with minimum depths (including plaster ring) of:
 - 1. Control Panels: at least 3.5 inches.
 - 2. Input receptacles: at least 2.5 inches.
 - 3. Gang Boxes shown/specified as "deep": at least 3.5 inches.
- B. Flush-mounted:
 - 1. One- and Two-gang boxes: 4" square box with single-gang and double-gang plaster rings, respectively.
 - a. Minimum depth: 2.25 inches.
 - b. Provide extension box or ring where additional depth is required or shown.
 - 2. Outlet boxes (three-gang and larger): ganged or masonry boxes, 3 inches deep (minimum).
- C. Provide barriers plates as required to divide power and Class 1 wiring from Class 2 and Class 3 wiring.
- D. "Spider" boxes:
 - 1. Spider Manufacturing Inc. WSCS-*-MMO series multimedia boxes with trim rings and insert panels.
 - 2. Size: as shown on drawings.

2.03 TERMINAL CABINETS

- A. Terminal Cabinets
 - 1. Description: Terminal cabinets for termination of audio wiring under Division 27, and interfacing to rack cabinets.
 - 2. Specifications:
 - a. Cold-rolled steel, conforming with NEC.
 - b. Size: as shown on drawings, or as required to terminate conduits, whichever is larger.
 - c. Screw covers.
 - d. Chase nipples: 3 inch, minimum trade size.
 - 3. Manufacturer: Circle AW, or approved equal.

2.04 CABLE TRAY

- A. Open ladder type, sized as shown on drawings.

2.05 BRANCH CIRCUITS

- A. Technical Power System
 - 1. All branch circuits, unless otherwise noted, shall be bonded in accordance with NEC requirements for a Technical Power System.
- B. Plugmold
 - 1. Description: Plugmold (surface metal raceway with integral receptacles) for mounting within equipment cabinets provided under Division 27.
 - 2. Specifications:
 - a. Provide plugmold with at least 6 receptacles, within each rack.
 - b. Provide dedicated AC Circuits with flexible conduit connections at racks.
 - c. Do not share grounding conductors with other non-AV systems.
 - 3. Manufacturer: Wiremold 2000 or approved equal.

2.06 SPECIAL GROUNDING

- A. Conductors
 - 1. Description: Grounding conductors to bond equipment cabinets to ground. These grounding conductors are in addition to the grounding conductors of branch circuits.
 - 2. Specifications:
 - a. #6 AWG, minimum size.
 - b. Stranded insulated copper.
 - 3. Manufacturer: as specified in other Sections of Division 27 for other grounding conductors.

2.07 ACCESSORIES

- A. Plates
 - 1. Except where shown otherwise, provide blank stainless steel plates for outlet boxes.
- B. Pull Wires
 - 1. Plastic, with minimum tensile strength of 200-pounds.

PART 3 EXECUTION

3.01 INSTALLATION

- A. General
 - 1. Provide and install accessories as required to form complete systems for raceway, grounding and power branch circuitry.
- B. Outlet Boxes and Special Backboxes
 - 1. Install back-boxes to be exactly centered in ceiling tile or building element, with sides of box (or lines between fastener holes for round enclosures) exactly parallel to ceiling grid or building lines.
 - 2. Caulk speaker enclosures to ceiling (lay-in tile or GWB) to form an airtight seal.
 - 3. Do not support speaker enclosures with lay-in tiles or GWB. Provide adequate support (using attachments to structural elements and/or metal mounting bars) for back-boxes so that no perceptible sag will occur once speaker and grille are mounted (assume a 10 pound weight for 8 inch speaker and grille, and a 6 pound weight for 4 inch speaker and grille).
- C. Raceway
 - 1. Install AV raceway to comply with NEC chapters 1-3, regardless of the class of wiring to be installed. Install raceway for AV wiring, except where otherwise

- shown or noted. Provide conduits for all AV wiring except where otherwise shown.
2. Do not install conduits in wet locations or within concrete slabs-on-grade, except for runs to floor boxes that are in slabs-on-grade, or where explicitly noted to be installed in a wet location or slab-on-grade.
- D. Raceways and Conduits
1. Do not combine conduit runs that are shown separately on the drawings.
 2. Install pull-wire in each run of conduit over 4 feet long. Leave at least 18 inches of slack in the pull wire at each end of the conduit run, and within each pull box.
 3. Provide an insulated bushing on each end of all conduits, including conduit stubs.
- E. Mounting Heights:
1. Except where otherwise shown on the drawings, mount audio receptacles at the following heights:
 - a. Input receptacles: at same height as nearest duplex outlet for power.
 - b. Control panels: at same height as nearest light switch.
 - c. Screen controls: at same height as nearest light switch.
- F. Routing and Separation from Other Circuits:
1. Do not alter the topology (routing pattern) of conduits from that shown on the drawings without the prior, written consent of the AV Consultant. Show final routing on the Record Documents.
 2. Install separate conduits for microphone, line-level audio, speaker, control wiring, and power circuits/grounding wires.
 3. Install AV system raceway to maintain the minimum spacing indicated on drawings.
 4. Where conduits stub out to cable tray, install so that the bushing on the end of the conduit is easily accessible, and within 12 inches of the edge of the cable tray horizontally, and within 24 inches of the cable tray vertically, but does not extend over the cable tray. Do not provide a down-turning bend at the cable tray. Bond the conduit to the cable tray at the point of stub out above the tray, using a grounding wire or other approved means.
- G. Maximum distance between Pullboxes
1. Install accessible pull boxes as required so that no conduit pull is longer than 100 feet, and that no conduit run contains more than a cumulative total of 180 degrees of bends (count each offset as 45 degrees of bending).
 2. Clearly document the exact locations of pull boxes, and provide documentation to the AV Contractor. Show exact locations on the Record Drawings.
- H. Bend Radius
1. Install conduits so that the inside radius of each bend is made in accordance with NEC.
- I. Branch Circuits
1. Provide quantities and sizes of branch circuits for electronics equipment cabinets as shown on drawings.
- J. Grounding
1. Run special grounding conductors to same panelboard that feeds branch circuitry for equipment cabinet. At panelboard end, connect to ground bus of panelboard. At equipment cabinet, securely bond to cabinet using bolted connection.
- K. Identification

1. Label each conduit and other raceway at each end with the purpose (e.g. "AV" and destination (e.g. "to Meet Room 147").
2. Label each outlet box, back-box, and pull box with purpose and device number (e.g. "AV Control Panel #1").
3. Provide labeling which is clear and permanent, such as black permanent-ink marker.

3.02 CLEANING

A. General

1. Remove dust, dirt and debris from the interior of enclosures, outlet boxes, pull and junction boxes, and equipment racks and cabinets.

END OF SECTION

APPENDIX B

Signature Page

Price Proposal Form

Certification of Compliance with Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

SIGNATURE PAGE

**CITY OF TACOMA
Tacoma Venues and Events**

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 Bid 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. PF25-0224F
Tacoma Dome Outdoor PA System Installation**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



Price Proposal

Tacoma Dome Outdoor PA System Installation

Vendor Name: _____

Bidder agrees to furnish the following FOB Destination freight prepaid and allowed, City of Tacoma, 2727 E D St, Tacoma, WA 98421

Bidder agrees that cost of labor is included in the unit price the bidder provides on line item number 1 in the table below on this price proposal form.

Enter the cost (Unit Price) for each item below. The unit price and total cost must be shown in the space provided. Total cost shall be determined by multiplying the unit price by the estimated quantity (Quantity). Unit costs shall be all-inclusive and include all components needed for the delivery of the goods and services as described in this solicitation.

Item No.	Description of Item	QTY	UOM	Unit Price	Total Price
1	Complete Outdoor PA System Installation per Specifications and Drawings	1	LS	\$	\$
2	Deductive Alternate #1 - Free air cabling in lieu of conduit	2	LS	\$	\$
BASE BID SUBTOTAL					\$
10.3% WA State Sales Tax					\$
Total amount including WSST					\$

Prompt payment discount ____% ____ days. (If no terms are quoted, net 30 days will apply)



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 (**November 18, 2025**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor
(Must be in effect at the time of bid submittal):

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

Do you have industrial insurance (workers' compensation)
Coverage nor your employees working in Washington?

- Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

Have you been disqualified from bidding any public
works contracts under RCW 39.06.010 or 39.12.065(3)?

- Yes No

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

Do you have a physical office located in the state of
Washington?

- Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

If not incorporated, in what state was your business
entity formed?

State: _____

Have you completed the training required by RCW
39.04.350, or are you on the list of exempt businesses
maintained by the Department of Labor and Industries?

- Yes No

APPENDIX C

Sample City of Tacoma Contract

Sample Retainage Options Form

Sample Payment Bond

Sample Performance Bond

City of Tacoma Insurance Requirements

CONTRACT

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] and [Spec Title] together with all authorized addenda.
 2. Contractor’s submittal dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] and [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, agreed upon exceptions, Exhibits 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 or deliverables provided under the Contract, the terms and conditions set forth at Addendum A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Addendum 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 Addendum B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.

If this Contract is funded in whole or in part by any Federally-assisted program of the U.S. Department of Transportation, the requirements of Appendices A and E of the USDOT Title VI Assurances, set forth in Addendum C are 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 Addenda A and B and Insurance Requirements.
2. List remaining Contract Documents in applicable controlling order.

IV. The Contract terminates on [Termination Date], and may be renewed for [Renewal Term]

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:
\$[INSERT TOTAL COMPENSATION NOT TO EXCEED 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, in its sole discretion, will determine the method of payment for this Contract.

- 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 shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.
- X. 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. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

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: _____

**ADDENDUM 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

- A. 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.
- B. 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. 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

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 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.
- 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. **CONTRACTOR** 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.

10. 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's certification required by Appendix A to 44 CFR Part 18 contained at Addendum A-1 to this Contract is incorporated into this Contract.

11. 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 for compliance 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.

ADDENDUM 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.

Supplier, by Contract signature, 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.

ADDENDUM 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>(i.e., DUNS)</i>	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 <i>Obligated</i> to the agency by this action: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description:			
(xi) Federal Awarding Agency:	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)		

ADDENDUM C
Appendices A and E of the USDOT Title VI Assurances

APPENDIX A

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor ") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (***Title of Modal Operating Administration***), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (***Title of Modal Operating Administration***) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the (***Title of Modal Operating Administration***), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (***Title of Modal Operating Administration***) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the (***Title of Modal Operating Administration***) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Contractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor ") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractor s, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



RETAINAGE OPTIONS

Contractor Name: [Insert Name Here]

Request for Bids Specification No. [Insert Spec number and Name Here]

The information below is required to determine the appropriate contract documents and retainage method to be used on this project.

Please select one option below:

- Performance bond* and payment bond*, with 5% retainage
- Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts \$150,000 or less per RCW 39.08.010)

Per RCW [39.08.010](#): On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW [39.10.210](#), the respective public entity may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later.

- Performance Bond*, Payment Bond*, and Bond in-lieu-of retainage*
- Performance Bond*, Payment Bond*, and Escrow agreement*

***The City's forms must be used. Contractor may not substitute its own forms.**



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.

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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: _____



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: _____



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, **10 01 Editions**, or
 - 1.3.7. CG 20 38 04 13 or the equivalent
 - 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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 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.

3.3 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.

3.4 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.5 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor,



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.6 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.7 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 3.7.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor
- 3.7.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.7.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.7.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma
- 3.7.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.7.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.7.7 Include coverage for the testing and startup of the building's operating systems
- 3.7.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.7.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.7.10 Include coverage for startup and testing
- 3.7.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

3.8 Other Insurance



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

APPENDIX D

City of Tacoma General Provisions

GENERAL PROVISIONS

(Revised October 8, 2024)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

- A. Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.05 LICENSES/PERMITS

- A.** Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

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

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

In case of a failure of any part of the work, materials, labor and equipment furnished by the 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 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. **Notice.** In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

_____ Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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