



City of Tacoma, WA

**TACOMA POWER/GENERATION**

**REQUEST FOR BIDS**

**COWLITZ SALMON HATCHERY EARLY REARING  
BUILDING REROOF**

**SPECIFICATION NO. PG24-0116N**



**City of Tacoma  
Power/Generation**

**REQUEST FOR BIDS PG24-0116N  
Cowlitz Salmon Hatchery Early Rearing Building Reroof**

**Submittal Deadline: 11:00 a.m., Pacific Time, Thursday, July 11, 2024**

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Submittals will be received as follows:

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

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

**Bid Opening:** Submittals in response to a RFB will be opened at the time listed in the submittal deadline.

**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](http://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 Tuesday, June 25, at 10:00 a.m. at Tacoma Power's Cowlitz Salmon Hatchery Visitor Center conference room (199 Salmon Lane, Salkum WA, 98582). The project is located in Lewis County, Washington.

**Project Scope:** Reroof the Cowlitz Salmon Hatchery Early Rearing Building.

**Estimate:** \$430,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and 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.

**Federal Title VI Information:**

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Ryan Foster, Senior Buyer by email to [rFoster1@cityoftacoma.org](mailto:rFoster1@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://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><b>The following items make up your complete electronic submittal package (include all the items below):</b></p>	
<p><b>Signature Page (Appendix B)</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><b>Price Proposal Form (Appendix B)</b> The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p><b>Certification of Compliance with Wage Payment Statutes (Appendix B)</b> Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</p>	
<p><b>State Responsibility and Reciprocal Bid Preference Information (Appendix B)</b> Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).</p>	
<p><b>Record of Prior Contracts (Appendix B)</b></p>	
<p>Content listed under Section 01300 1.1 Submittals Required with Bid</p>	
<p><b>After award, the following documents will be executed:</b></p>	
<p><b>City of Tacoma Contract (See sample in Appendix C)</b> Must be executed by the successful bidder.</p>	
<p><b>Certificate of Insurance and related endorsements (Appendix C)</b> Shall be submitted with all required endorsements</p>	
<p><b>Payment and Performance Bonds (See samples in Appendix C)</b> Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company</p>	
<p><b>General Release (See sample in Appendix C)</b></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**

Section 01300, 1.1 Submittals Required/Requested with Bid

**C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

**D. DETERMINATION OF BIDDER RESPONSIBILITY**

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

## 1. MINIMUM REQUIREMENTS

See Supplemental Requirements in Section 01300.

## 2. GENERAL PROVISIONS

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

## 3. INSURANCE REQUIREMENTS

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

## 4. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one contract with qualified vendors to fulfill the City's needs to reroof the Cowlitz Salmon Hatchery Early Rearing Building A contract will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

## 5. ANTICIPATED CONTRACT TERM

The contractor will be required to complete all within forty-five (45) calendar days after the date of notification to commence work. Work start date may be agreed upon between contractor and City (Project Engineer). However, all work shall be completed prior to October 31, 2024.

## 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:	<b>6/25/2024</b>
Approved Equivalent Deadline:	<b>6/28/2024</b>
Question Deadline:	<b>6/28/2024</b>
City response to Questions:	<b>7/3/2024</b>
Submittal Due Date:	<b>7/11/2024</b>
Anticipated Award Date, on or about:	<b>July 2024</b>

## 7. INQUIRIES

**7.1** Questions can be submitted to *Ryan Foster*, Senior Buyer, via email to [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org). Subject line to read:  
PG24-0116N – Cowlitz Salmon Hatchery Early Rearing Building Reroof – *VENDOR NAME*

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

Request for Bids  
Cowlitz Salmon Hatchery Early Rearing Building

Specification No. PG24-0116N

- 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](http://www.tacomapurchasing.org).

## 8. PRE-BID MEETING

A pre-bid meeting will be held on Tuesday, June 25, at 10:00 a.m., at Tacoma Power's Cowlitz Salmon Hatchery Visitor Center conference room, 125 Salmon Lane, Salkum WA, 98582. Email Ryan Foster at [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org) to confirm your attendance by Monday, June 24, 2024 at 3:00 p.m.

## 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 Lewis County.

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

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

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

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

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

## **REQUIRED FILINGS**

Request for Bids  
Cowlitz Salmon Hatchery Early Rearing Building

Specification No. PG24-0116N

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.

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. PAYMENT AND PERFORMANCE BOND**

If a payment and performance bond 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.

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

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

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

**13.4** 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 Ryan Foster via email to [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org). Subject line to read: PG24-0116N Cowlitz Salmon Hatchery Early Rearing Building Reroof

### **14. WARRANTY**

Minimum two (2) year warranty on workmanship.

Roofing system shall have twenty (20) year warranty (see Section 07545.1.8).

Contractor shall arrive on-site at Tacoma Power's Cowlitz Salmon Hatchery Visitor Center Building, 125 Salmon Lane, Salkum WA, 98582, for all warranty repairs during normal working hours 8:00 am to 3:30 pm Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed 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.

## **15. 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.

## **16. APPROVED ITEM EQUIVALENT**

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

## **17. 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.

## **18. 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.

## **19. 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 bio-accumulative 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

## **20. 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.

## **21. 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**

Special Specifications

Technical Specifications

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# MASTER SPECIFICATION

## SPECIFICATION NO. PG24-0383N

These Special and Technical Specifications have been prepared under the direction of a licensed Professional Engineer, registered in the State of Washington

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- 1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

SECTION 01700 - CONTRACT CLOSEOUT

- 1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

SECTION 01750 - LEAD AND OTHER HAZARDOUS MATERIAL REMOVAL

- 1.1 SECTION INCLUDES
- 1.2 TESTING OF COATINGS
- 1.3 CODES, LAWS AND REGULATIONS
- 1.4 SITE WORK AND EMPLOYEE HEALTH

- 2.1 GENERAL
- SECTION 07545 - SIKA SARNAFIL PVC MEMBRANE ROOFING
- 1.1 SECTION INCLUDES
- 1.2 CODE REQUIREMENTS
- 1.3 QUALITY ASSURANCE
- 1.4 SUBMITTALS
- 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING
- 1.6 JOB CONDITIONS
- 1.7 WARRANTIES
- 1.8 WARRANTY DURATIONS
- 2.1 GENERAL
- 2.2 MEMBRANE
- 2.3 FLASHING MATERIALS
- 2.4 ATTACHMENT COMPONENTS
- 2.5 MISCELLANEOUS ACCESSORIES
- 2.6 SEALANTS AND PITCH POCKET FILLERS
- 2.7 MISCELLANEOUS FASTNERS AND ANCHORS
- 3.1 PRE-CONSTRUCTION CONFERENCE
- 3.2 SUBSTRATE CONDITION
- 3.3 SUBSTRATE PREPARATION
- 3.4 SUBSTRATE INSPECTION
- 3.5 INSTALLATION OF SANAFIL MEMBRANE
- 3.6 HOT-AIR WELDING OF SEAM OVERLAPS
- 3.7 MEMBRANE FLASHINGS
- 3.8 METAL FLASHINGS
- 3.9 SARNAFLAD METAL FLASHING/EDGE METAL
- 3.10 EDGE GRIP
- 3.11 TEMPORARY CUT-OFF
- 3.12 COMPLETION
- 3.13 DETAILS

## DIVISION 1 - SPECIAL PROVISIONS

### SECTION 01010 - SUMMARY OF WORK

#### 1.1 PROJECT DESCRIPTION

This project includes the tear off of the existing top roof material and the installation of new Sika Sarnafil roof at Tacoma Power's Cowlitz Salmon Hatchery Early Rearing Building.

The contractor shall supply all labor, tools, transportation, equipment, and materials required to complete the work required by this contract in excess of those materials to be supplied by Tacoma Power as listed in Section 01040 – Project Coordination.

In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to ensure all work required to provide a complete and operational facility is included in their bid. When possible, the City has attempted to reference work which should be coordinated with various trades, but it is the contractor's responsibility to coordinate and schedule the work of all subcontractors, trades, and suppliers to assure the proper and timely prosecution and completion of all items of work.

Major components of work under this contract include, but are not limited to, the following list:

##### A. ROOFING SYSTEM

1. Remove and dispose the unwanted top layer roofing material.
2. Inspect and replace any perlite boards for water damage.
3. Install crickets and drains.
4. Apply new watertight Sika Sarnafil roofing membrane roof on Salmon Hatchery Early Rearing building, includes all three (3) roofs, covered area, and all required roof flashing, for complete roofing system.

##### B. MECHANICAL SYSTEMS

If necessary, remove and reinstall any rooftop mounted mechanical equipment to facilitate roofing installation.

##### C. ELECTRICAL SYSTEMS

If necessary, remove and reinstall any rooftop or parapet wall mounted electrical equipment.

##### D. DELIVERY OF MATERIALS

Delivery of materials to the Cowlitz Salmon Hatchery Early Rearing Building can be by inside stairway or by crane. There are three (3) distinct and separate roofs, plus roof walkway which comprise the Salmon Hatchery Early Rearing building roof, all roofs will be recovered as part of this contract.

Other methods for delivery of materials may be available to the contractor, other methods will require engineers approve before delivery.

##### E. SAFE REMOVAL OF EXISTING ROOF

Removal of the existing roof will be in a safe, dust free, manner to protect the hatchery fish from any harmful air borne materials from contaminating the rearing ponds.

## PROJECT LOCATION

This project is located at the Tacoma Power's Cowlitz Salmon Hatchery Early Rearing Building (149 Salmon Lane, Salkum WA, 98582) The project is located in Lewis County, Washington.

### 1.2 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and 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, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder's part, for such uncertainties as aforesaid.

A site showing will be conducted on **June 25, 2024 at Tacoma Power's Cowlitz Salmon Hatchery Early Rearing Building (199 Salmon Lane, Salkum WA, 98582) at 10:00 a.m, immediately following the pre-bid meeting.** Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder's responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor's failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.



### 1.3 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The contractor shall be required to complete all work within **forty-five (45) calendar days** after the date of notification to commence work. If the contractor fails to complete all work within **forty-five (45) calendar days**. The amount of liquidated damages set forth in General Provision 3.14 is hereby modified to \$500 per day. All other terms in General Provision 3.14 shall remain the same.

The date to commence work is negotiable between the contractor and the City. However, all work shall be completed by October 31, 2024.

### 1.4 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor's responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

### 1.5 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City engineer or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the engineer's decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee's overtime, the bidder shall budget \$50.00 per hour.

However, if the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor. The City will not require reimbursement for overtime hours worked by the City for inspection as detailed in the General Provisions if the conditions of this paragraph are met to the satisfaction of the engineer.

### 1.6 QUALIFICATION OF CONTRACTORS

#### A. QUALIFIED CONTRACTORS

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects of similar scope, complexity, and overall cost will be considered. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph. Bidders past work will be judged in complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

Submit to the engineer within ten (10) calendar days following execution of the contract documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the engineer within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors, but will be kept confidential by the City.

**B. QUALIFIED SUPERINTENDENT**

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.15 – Superintendent.

**1.7 SPECIFICATIONS AND DRAWINGS**

The following drawings, attached to these specifications, are made a part of the contract:

Drawings for Reference

<u>Sheet No.</u>	<u>Title</u>
MA-2909	COWLITZ SALMON HATCHERY ROOF REPLACEMENT PLAN & DETAILS
MA-2734	ROOF & FLOOR FRAMING SHEET 1 - PLAN
MA-2735	ROOF & FLOOR FRAMING SHEET 2 - DETAILS

All contract drawings are reduced to approximately half-size. Typical full-size prints are available and may be inspected by prospective bidders in the office of the Assistant Generation Manager - Generation Section, Tacoma Power, Third Floor, Tacoma Public Utilities Building, 3628 South 35th Street, Tacoma, Washington. Copies of original drawings may be obtained through the engineer during the bidding period. The contractor will be required to pay for all City-made full-size prints.

A maximum of 3 sets of specifications and one (1) set of full-size reproducible drawings will be furnished to the successful bidder for construction purposes. It shall be the contractor's responsibility to provide sufficient sets of drawings for building purposes.

The contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the engineer access thereto.

## 1.8 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

All other elements or factors, whether or not specifically provided for in this contract, 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. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer's decision as to which contractor best meets the City's need will be final.

In addition to General Provisions Section 1.08, the following factors will be used in bid evaluation:

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.
- B. A minimum of ten (10) documented years experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.
- C. Proposal prices, base bid, and cost of any or all alternates listed.
- D. Review of all required submittals.
- E. Past record with the City (including satisfying safety requirements).
- F. Bidder's responsibility based on, but not limited to:
  - 1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.
  - 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
  - 3. Whether the contract can be performed within the time specified.
  - 4. Quality of performance of previous contracts or services

**END OF SECTION**

## SECTION 01025 - MEASUREMENT AND PAYMENT

### 1.1 ADMINISTRATION

#### A. AUTHORITY

The City inspector or engineer in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for progress payments under the contract.

Approximately once a month, the project engineer shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the engineer. The engineer's determination of progress payments shall be conclusive. The City will not pay for material not under City control.

In case work is suspended, nearly suspended, or in case only unimportant progress is being made, the engineer may, at their discretion, make progress estimates at longer intervals than once a month.

Modify Section 2.14 of the General Provisions as follows.

Invoices shall be emailed to: Stephen Fairchild, [sfairchild@cityoftacoma.org](mailto:sfairchild@cityoftacoma.org)

**NOTE:** All questions regarding contract status or payments should be directed to the project engineer.

#### B. UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the engineer and contractor determine payment.

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

#### C. CONTRACT PRICE

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

#### D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work

5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

## **1.2 PROPOSAL ITEMS**

### **1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM**

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#### A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

#### B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up.

### **2. REMOVAL AND DISPOSAL OF EXISTING TOP ROOF, PER LUMP SUM**

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#### A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to tear off, remove and dispose of the top roofing material.

Additional work incidental to the construction is the cleaning existing, removal of portions of the existing roof system, preparation of the existing roof and removal and replacement of equipment, walkways, handrails, etc.

#### B. PAYMENT

Payment will be per lump sum (LS) and shall be full compensation for all labor, materials, equipment, and tools required to remove and disposal of the existing top later of roofing.

### **3. COWLITZ SALMON HATCHERY EARLY REARING BUILDING REROOF, PER SQUARE FOOT**

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#### A. MEASUREMENT

The work under this bid item will include all labor, materials and equipment to install 60 mil Sika Sarnafil membrane overlay roof system per manufacturers recommendations.

Additional work incidental to the construction is the cleaning existing, removal of portions of the existing roof system, preparation of the existing roof and removal and replacement any equipment.

#### B. PAYMENT

Payment will be per square foot (SF) and shall be full compensation for all labor, materials, equipment, and tools require to furnish and install 60 mil Sika Sarnafil PVC membrane replacement or overlay roof system per the manufactures recommendations (reference section 07545).

#### **4. REPLACE RIGID BOARD INSULATION, PER EACH**

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##### **A. MEASUREMENT**

The work under this bid item will include all labor, materials and equipment to remove water damaged existing insulation and install new insulation.

Each Replacement panel shall be shall be measured 4-foot by 8-foot, 2-inch thick rigid insulation.

##### **B. PAYMENT**

Payment will be per each (EA) and shall be full compensation for all labor, materials, equipment, and tools require to remove and replace insulation.

#### **5. FORCE ACCOUNT, PER LUMP SUM**

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##### **A. MEASUREMENT**

Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.

##### **B. PAYMENT**

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.

“Force Account,” as listed in the proposal

### **1.3 SCHEDULE OF VALUES LIST**

Bid items will be bases for schedule of values list.

### **1.4 FORCE ACCOUNT WORK**

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor's negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

## 1.5 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

## 1.6 AS-BUILTS

The final payment of this contract will not be released until complete "AS-BUILT" plans are received and approved by the engineer.

## 1.7 ALTERNATES

### A. SUMMARY

This section includes:

1. Submission requirements for alternates
2. Procedure for selection and award of alternates
3. Schedule of alternates

### B. SUBMISSION REQUIREMENTS

1. State amount to be added or deleted from base bid for each alternate bid in space provided on bid proposal form. Failure to state each alternate bid may result in rejection of entire bid proposal.
2. Include in bid proposal form any alternates indicated by addenda to bidding documents.
3. Coordinate related work and modify surrounding work to integrate each alternate with work contract documents. Adjust alternate bids accordingly.
4. Modify Paragraph 1 of General Provision 1.04 as follows:

The bid bond, or in lieu thereof, the certified or cashier's check must be 5-percent of the total amount bid, including tax. The total amount bid includes the total amount of the base bid and all additive alternates listed and bid in the proposal.

### C. PROCEDURES FOR SELECTION AND AWARD OF ALTERNATES

1. Alternates quoted on bid proposal form will be reviewed, accepted or rejected using any combination of alternates at City's option. Accepted alternates will be identified in the final City/contractor contract.
2. Acceptance or rejection of alternate bids by City will be used in determining low bid price due to funding availability for this project.

**END OF SECTION**



## SECTION 01040 - PROJECT COORDINATION

### 1.1 PROJECT ENGINEER/LEAD

The project engineer/lead shall be herein referenced as engineer in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Stephen Fairchild at 253-820-4867 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Mr. Stephen Fairchild at 253-820-4867. For general purchasing provisions, contact Ryan Foster, Purchasing, [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org)

### 1.2 MEETINGS

#### A. PRE-BID MEETING

A pre-bid meeting will be held on Tuesday, June 25, at 10:00 a.m., at Tacoma Power's Cowlitz Salmon Hatchery Visitor Center conference room (199 Salmon Lane, Salkum WA, 98582). Email Ryan Foster at [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org) to confirm your attendance by Monday, June 24, 2024 at 3:00 p.m.

#### B. PRE-CONSTRUCTION MEETING

Following award of the contract, the engineer will notify the selected bidder of the time and date of the pre-construction meeting to be held at the project location or the Third Floor Engineering Conference Room, Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington 98409.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

#### C. SITE MEETINGS

The engineer will schedule weekly meetings at the project site prior to each major phase or section of work; prior to installing major pieces of equipment as identified by the engineer; and on an as-needed basis. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer will notify the contractor of all required site meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of the weekly site meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the engineer within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the engineer and become part of the project file.

### 1.3 PERMITS

The contractor shall apply for, obtain and pay for all other required permits as set forth in Section 3.02 of the General Provisions.



## **1.4 COORDINATION WITH OTHERS**

### **A. OPERATION OF EXISTING FACILITIES**

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained by the City in advance, portions of the existing facilities may be taken out of service for short periods.

It is possible that other contractors or the City personnel will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate its work with all other agencies and/or contractors within the project area.

The contractor shall also be responsible to minimize disruptions to access road within the transmission line. Directions of the engineer and/or inspector shall be followed at all times.

The contractor shall also be responsible to minimize disruptions to building occupants. Monday through Friday.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

Existing transmission lines, distribution lines, and utility lines will be encountered during the course of this project. These service systems will remain energized and functional during construction except as otherwise provided for in these specifications.

The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with the contractor's work.

All construction activities shall be coordinated daily with the engineer or their designated representative. Changes to the schedule that will impact on dates shown as milestones on the schedule shall be coordinated with the engineer on a daily basis.

The City will be using this facility for ongoing daily operations.

The contractor shall become familiar with the ongoing operations and include all coordination required as part of the bid. The contractor shall follow all requirements of the City and do all coordination as part of the required work.

### **B. SCHEDULE AND COORDINATION OF WORK**

The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

## **1.5 DIVISION OF WORK**

### **A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR**

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the engineer.

Each subcontractor shall furnish and install all materials and equipment unless otherwise specified.

Requests for use of alternate materials shall be submitted prior to bid opening in accordance with Section 01300, Paragraph 1.4 – "Or Equal" Clause or Substitutions.

## 1.6 LIMITATION OF CONTRACTOR'S WORK AREA/OR CONTRACTOR'S USE OF PREMISES

### A. BARRIERS

Dividing work area from area in City use.

### B. CITY OCCUPANCY

The project and/or its surrounding area will be occupied/used by the City of on-going daily operations. The City has designated areas to be kept clear during all phases of construction.

### C. CONTRACTOR'S USE OF PREMISES

All requests for use of areas not designated for use by the contractor shall be made in writing to the engineer for approval at least four (4) days in advance of the need. The engineer shall approve those areas for use prior to use by the contractor.

All staging and work areas shall be submitted with bids for approval by the engineer.

## 1.7 HAZARDOUS MATERIALS

The City has tested areas of work to be disturbed during construction. The contractor is required to follow all local, state, and federal laws pertaining to the disturbance, removal, handling, storing, transporting, and disposal of all materials deemed hazardous by law.

All work shall be performed by workers certified by Washington State Department of Labor and Industries as having successfully completed a state approved training course. All work shall be in accordance with EPA Title 40 CFR.

## 1.8 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the **Request for Information (RFI)**, **Engineering Change Directive (ECD)**, **Proposal Request (PR)**, and **Change Order Proposal (COP)**. These forms are included at the end of the Special Provisions.

The **Request for Information (RFI)** shall be used by the contractor whenever written direction on conflicts in plans, insufficient or un-constructable detail is shown, or any other issue which should be documented arises. The City may also use the form to inquire on contractor's methods, schedule or other issues not warranting more formal letter correspondence. The contractor shall maintain the numbering system and, as such, any issued by the City will be unnumbered until delivered to the contractor.

The **Engineering Change Directive (ECD)** shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented. Directives are effective immediately. Should the contractor believe that such Directive should result in either a change in cost or time for the project, they shall notify the engineer prior to commencing such work and, if possible, submit a **Change Order Proposal** prior to the start of such work, but in no case, more than seven (7) days from receipt of said Directive.

In the event the City does not receive a **Change Order Proposal** from the contractor within seven (7) calendar days of the contractor's receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a **Change Order Proposal** issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the **Change Order Proposal** shall include all direct costs, indirect costs, and the contractor's estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the **Change Order Proposal**.

The **Proposal Request (PR)** shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a **Change Order Proposal** within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

The **Change Order Proposal (COP)** shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract. COPs shall be numbered by the contractor, and, in the case of revision or resubmission of the same basic COP, the number shall be hyphenated with the letter "B", "C", etc.

## 1.9 DIFFERING SITE CONDITION

Differing site conditions shall be administered in accordance with Sections 1.04.5, 1.04.7, and 1.09.11 of the Standard Specifications except as stipulated in these Special and General Provisions. Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or their field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written **Request for Information (RFI)** shall be submitted by the contractor when such problems and direction are required.

The engineer shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the RFI or may necessitate an **Engineering Change Directive (ECD)** or **Proposal Request (PR)**. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the engineer.

Whenever possible, should the City desire extra work to be performed a **Proposal Request (PR)** shall be sent to the contractor.

Whenever possible, the contractor shall submit in advance and in writing, a **Change Order Proposal (COP)** for changes in the scope of work and/or contract amount. This proposal shall be either accepted or rejected in writing by the project engineer prior to work commencing. When no agreement can be reached, the City may order extra work on force account.

When time is short, the contractor shall notify the City extra work is required or the City shall notify the contractor that extra work is needed and at a minimum, the engineer shall issue a handwritten **Engineering Change Directive**. In such cases, said handwritten **Directive** will not be considered as agreement that such work is extra. Within seven (7) days, the contractor shall submit a written **Change Order Proposal** for changes in the scope of work and/or contract amount.

## 1.10 CONSTRUCTION PROGRESS SCHEDULES

### A. FORMAT

The contractor shall prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying the first work day of each week and include holidays and times when facility will not be available to contractor for City installed work.

### B. CONTENT

This schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each event. The schedule shall show the materials delivery, and installation. It will include the start and completion of each major item of work critical to the general contractor's operation.

Show complete sequence of construction, by activity, with dates for beginning and completion of each element of construction.

Identify each task by the appropriate proposal bid item number and subcontractor responsible.

As a minimum, the following tasks shall be included on the schedule:

1. Scope of Work identified
2. Phases of work where required.
3. Mobilization date
4. Material delivery date
5. Work start date including: any demolition, roof preparation, roof installation, flashing installation, etc.
6. Work completion date
7. Demobilization date

### C. SEQUENCE SCHEDULING

It shall be the contractor's responsibility to properly phase in all work specified herein including all work done by subcontractors.

Progress schedules are required to be coordinated with Tacoma Power and updated monthly or when changes occur. Acceptance or approval of the progress schedule does not release the contractor from the responsibility to provide the necessary resources to meet the schedule.

### D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.

The contractor shall use the attached Submittal Transmittal form (electronic version is available from the engineer) for all submittals.

Within twenty (20) days of the date of the contract, the contractor and the engineer will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

The failure of the contractor to submit a schedule(s), or the inability of the contractor and the City to reach an agreement as to modifications to a schedule, shall not excuse the contractor's obligation to perform the work required by the specifications in the number of days required by the specification.

Once a month, the City's and the contractor's site representatives will meet and perform a "Line-to-Line" review of items on the schedule, illustrating their plan for meeting the completion dates specified in this contract and the associated construction costs for each subcontractor.

The contractor shall be required to submit all color samples for the entire structure at one time. That shall include tile, grout, base, paint, fixtures, stain, etc. The contractor will make a color board for the building and submit to the engineer for approval. See Section 01300 – Submittals and Shop Drawings.

### **1.11 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS**

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.07 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

### **1.12 SUPERINTENDENT**

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

It will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such redline "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

NOTE: The final retained portion of this contract shall not be released for any reasons until complete redline "AS-BUILT" plans are received and approved by the engineer. Redline "AS-BUILT" plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

### **1.13 CLEAN UP**

In addition to Section 3.11 - Cleaning Up of the General Provisions

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean up and restoration required.

All areas shall be left safe, clean and free of debris.

Surplus excavation, conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no payment will be allowed.

Collect waste daily and when containers are full, legally dispose of waste off site.

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

**END OF SECTION**



## CHANGE ORDER PROPOSAL (COP)

(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.:

(Contractor Assigns)

REF. Doc.:

(Initiating a RFI, ECD or PR)

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

Title: \_\_\_\_\_

Architectural     Civil     Structural     Mechanical     Electrical     Other

**Scope of Change:**

Initiated By: \_\_\_\_\_ Representing: \_\_\_\_\_  
(Name) (Company)

Cost/Credit: \_\_\_\_\_ Time Extension Request: \_\_\_\_\_

Attachment Type: \_\_\_\_\_  
(Supporting Documentation)

*This change order proposal shall include ALL labor, material, equipment, subcontractor costs, mark-ups including overhead, profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of work.*

**City's Response:**

Action:     Approved     Unapproved     Revise and Resubmit (Select only one)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Response By: \_\_\_\_\_ Attachment Type: \_\_\_\_\_  
(Name) (Supporting Documentation)

Representing: \_\_\_\_\_ Response Date: \_\_\_\_\_  
(Company) (Date)

Cc:





## ENGINEERING CHANGE DIRECTIVE (ECD)

(This form shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented.)

ECD No.:  (City Assigns)

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

Title: \_\_\_\_\_

Architectural    Civil    Structural    Mechanical    Electrical    Other

**You are hereby directed to make the following modification(s) in the Scope of Work in this Contract:**

*This document becomes effective upon receipt by the Contractor, with signature of an approved City representative. The Contractor shall then commence with modifications(s) listed above.*

Attachment Type: \_\_\_\_\_ Initiated By: \_\_\_\_\_  
(Supporting Documentation) (Name)

Representing: \_\_\_\_\_  
(Company)

**Contractor's Response:**

This ECD:    Will Not    May    Will   (select one box only) result in a claim by the Contractor.

*Prior to any extra work the contractor shall submit a written **Change Order Proposal** (COP). See Section 01040, Contract Changes, of the specification for this Contract.*

Attachment Type: \_\_\_\_\_ Response By: \_\_\_\_\_  
(Supporting Documentation) (Name)

Response Date: \_\_\_\_\_ Representing: \_\_\_\_\_  
(Date) (Company)

Cc:





## REQUEST FOR INFORMATION (RFI)

*(This form shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises; or by the City when additional clarification is required.)*

RFI No.:  (Contractor Assigns)

Date: _____	
Project Title: _____	
Specification No.: _____	Contract No.: _____
<b>Contractor:</b>	<b>Owner:</b> Tacoma Power/Generation 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409
Subject: _____	
<input type="checkbox"/> Architectural <input type="checkbox"/> Civil <input type="checkbox"/> Structural <input type="checkbox"/> Mechanical <input type="checkbox"/> Electrical <input type="checkbox"/> Other	
<b>Requested Information:</b>	
Attachment Type: _____ <i>(Supporting Documentation)</i>	Initiated By: _____ <i>(Name)</i>
Response Required: _____ <i>(Date)</i>	Representing: _____ <i>(Company)</i>
<b>Response:</b>	
Attachment Type: _____ <i>(Supporting Documentation)</i>	Response By: _____ <i>(Name)</i>
	Representing: _____ <i>(Company)</i>
<i>Prior to any extra work the contractor shall submit a written <b>Change Order Proposal (COP)</b>. See Section 01040, Contract Changes, of the specification for this Contract.</i>	Response Date: _____ <i>(Date)</i>
<b>City Approval:</b>	
The owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.	
Project Engineer: _____ <i>(Name)</i>	Response Date: _____ <i>(Date)</i>

Cc:



## PROPOSAL REQUEST (PR)

(This form shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work.)

PR No.:  (City Assigns)

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

Subject: \_\_\_\_\_

Architectural    Civil    Structural    Mechanical    Electrical    Other

**Scope of Request:**

Attachment Type: \_\_\_\_\_  
(Supporting Documentation)

***This is not a change order or a notice to proceed with the described work. Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.***

Initiated By: \_\_\_\_\_ Representing: \_\_\_\_\_  
(Name) (Company)

Cc:



# CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.:  (Contractor Assigns)

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

Subject: \_\_\_\_\_

- Architectural  
  Civil  
  Structural  
  Mechanical  
  Electrical  
  Other

**Sending the Following Item(s):**

- Submittals  
  Product/Data  
  Samples  
  Plans  
  Shop Drawings  
  Copies  
 Specifications  
 Contract  
 Other: \_\_\_\_\_

Copies	Section	Description of Product/Data	Manufacturer

**Transmitted as:**

- For Approval  
 For Your Use  
 Per Your Request  
 For Review and Comment  
 Other: \_\_\_\_\_

**Remarks:**

**For Use by Architect/Engineer:**

- No Exception Taken  
 Make Corrections Noted  
 Revise and Resubmit  
 Rejected (See Response)

*Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other contractors and agencies performing his work in a safe and satisfactory manner.*

Response Date: \_\_\_\_\_ Response By: \_\_\_\_\_  
 (Date) (Name)



## **SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS**

### **1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID**

In addition to the items listed in the Bidders Checklist, the bidders **shall** submit with their bid package the following information. This information will be used for evaluation purposes.

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.
2. A minimum of ten (10) documented years' experience in building or facilities construction supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.
3. Roofing Guarantee

At the time of bid, the contractor must submit proof that the manufacturer warrants that, if properly applied, the Sika Sarnafil membrane roofing system shall last for a period not less than twenty (20) years from the date of acceptance of the work by the City. The roof manufacturers also warrant that the labor and materials shall guarantee a leak-free roof for a period not less than twenty (20) years from date of acceptance of work by the City. The warranty shall be provided to the City at the project closeout.

At the time of bid, the contractor must submit proof that the manufacturer warrants that, if properly applied, the modified asphalt tab roofing system shall last for a period not less than twenty (20) years and the metal roof system not less than twenty (20) years from the date of acceptance of the work by the City. The roof manufacturers also warrant that the labor and materials shall guarantee a leak-free roof for a period not less than twenty (20) years from date of acceptance of work by the City. The warranty shall be provided to the City at the project closeout.

### **1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE**

- A. Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions.
- B. Construction Schedule as required in Section 01040 – Project Coordination.
- C. List of Subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.
- D. Name and résumé of Job Superintendent.
- E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.
- F. List of Products.
- G. List of Principal Suppliers and Fabricators.

### 1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

Submittals and shop drawings submitted to the City as specified herein are intended to show compliance with the contract documents. Signatures, corrections or comments made on submittals do not relieve the contractor from compliance with requirements of the drawings and specifications. Neither does acceptance or approval of submittals by signature add to or delete from any contract requirements resulting from these specifications regardless of the wording of the submittals. Submittals will not be reviewed or approved when the term "By Others" is used. Submittals are reviewed or approved for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating their work with that of other contractors and agencies, and performing their work in a safe and satisfactory manner. Piece-mealing of submittals will not be accepted.

#### A. SUBMITTALS PROCEDURES

1. Submittal Requirements: Submit as specified under individual sections. Submittals not requested will not be recognized or processed.
2. Transmittal Form: Accompany each submittal with transmittal letter, in triplicate. Transmittal form will be supplied by the engineer.
3. Submittal Numbering: Sequentially number transmittal forms in order submitted. Add alphabetic suffix to original submittal number of re-submittals.
4. Submittal Identification: Include project, contractor, subcontractor or supplier, pertinent drawing and detail number, specification section number, manufacturer, fabrication, product, material, and, as appropriate
5. Contractor's Certification: Apply contractor's stamp, signed or initialed, certifying that review, verification or products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the contract documents.
6. Contractor shall review submittals for adequate installation interface for all work prior to submitting them to the City.
7. Schedule of Submittals: Deliver to engineer, promptly, to meet critical path, and lead times as required to expedite the project.
8. Turn-Around Time: Allow from time of receipt ten (10) working days for each submittal and each re-submittal to be reviewed by the engineer.
9. Critical Issues: Prior to submittal, communicate with engineer reason for critical issue. Upon approval, allow ten (10) working days turn-around time from time of receipt by engineer.
10. Coordination and Consolidation of Submittals: Submit related items, sections or trades under one (1) submittal package for each unit of work or system where possible.
11. Deviations on Submittals: Identify deviations, including products and systems, not conforming with contract documents.
12. Product and System Limitations: Indicate conditions which may be detrimental to successful performance or completion of work.

13. Substitutions to Specified Items: Submit for approval in accordance with Section 1.4 "Or Equal" Clause or Substitution. Do not indicate or otherwise imply substitutions to specified items, except as approved.
14. Job Site Office Records: Maintain one (1) copy of every submittal, regardless of status, along with a current submittal log. Ensure that the most current, architect, and engineer stamped shop drawings and product data are distributed and subsequently used in connection with the work.
15. Re-Submittal Requirements: Revise initial submittal as directed and re-submit. Following procedures specified for the initial submittal. Make any corrections or changes in the submittals required by the engineer. Revise and make any further re-submittals until no exceptions are taken. Identify changes on re-submittal made since previous submittal.
16. Other Pertinent Submittals: Provide templates, inserts, and as applicable in timely fashion to other trades.

#### **B. SCHEDULE OF SUBMITTALS**

1. Within ten (10) days of notice to proceed, prepare schedule of submittals for shop drawings, product data, samples, and as specified for each section. Update as requested by engineer.
2. List submittals sequentially by project manual table of contents section numbers and titles.
3. Show submittal preparation time, field measurements and verification time, date submitted to engineer, date due back from engineer, item order dates, and delivery dates.
4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.
5. Indicate specified time allocated for review, turn around and distribution.
6. Identify decision dates for selection of colors and finishes not scheduled or otherwise approved.
7. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.
8. For products specified only by reference standards, give manufacturer, tradesman, model or catalog designation and reference standards.

#### **C. SHOP DRAWINGS**

1. Number and Format: Submit one (1) reproducible transparency and two (2) opaque reproductions when larger than 11-inches by 17-inches.
2. Submittal Procedure: Submit for engineer's review in accordance with submittal procedures specified in this section. After approved drawings are return, the contractor shall reproduce and distribute copies to subcontractors and other entities, as applicable. Maintain one (1) copy of each shop drawing at field office and one (1) for project record documents to be delivered to the engineer at project completion.
3. Maximum Sheet Size: 24-inches by 36-inches or other allowable sizes of 8-1/2-inches by 11-inches or 11-inches by 17-inches.

4. Identification: Reference shop drawing details same as reference on contract documents, including sheet and detail descriptions, schedules and room numbers. Indicate by whom materials, products, work, and installations are supplied, performed or installed. Do not use the expression "by others".
5. Presentation: Hand drafted or computer generated, delineated to present information in a clear and thorough manner. Freehand drawings not approved. CAD drawings.
6. Variations from Contract Documents due to Standard Shop Practices: Make transmittal outlining variation.
7. Engineer Changes to Submittals which affect Contract Sum or Contract Time: Do not distribute to being work related to submittal. Notify engineer immediately.
8. Mechanical and Electrical Utilities, Equipment and Appliance: Include electrical characteristics, connection requirements, rough-ins, location of outlets, wiring, piping diagrams, weight where significant, and as required to describe installation requirements.

#### D. PRODUCT DATA

1. Number of Copies: Submit two (2) copies to be retained by the engineer.
2. Submittal Procedures: Submit for engineer review in accordance with submittal procedures specified in this section. After review, distribute to subcontractors and other applicable entities. Maintain one (1) copy for project record documents to be delivered to engineer at project completion.
3. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.
4. Manufacturer's Standard Data: Modify drawings and diagrams to delete inapplicable information. Supplement to provide pertinent information unique to project.
5. Mechanical and Electrical Utilities, Equipment, and Appliance: Where not shown by shop drawings, include electrical characteristics, connection requirements, rough-ins, location of outlets, wiring, piping diagrams, controls, weight where significant, and as required to describe installation requirements. Correct published product data to correlate with specific project requirements.

#### E. ELECTRONIC FILES OF MANUALS (FROM VENDORS):

1. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.
2. Manuals should be scanned at 300 DPI.
3. Color originals should be scanned to color images if possible.
4. All .PDF files should be scanned at using Optical Character Recognition (OCR)
5. A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.
6. Manuals that consist of multiple volumes should be submitted as individual files.
7. Manuals comprised of several sections or chapters should be bookmarked by the vendor.
8. If a vendor wished to include security settings (so that their documents are "read-only"), that is acceptable provided that Tacoma Power can view and print from the file.



#### F. SAMPLES

1. Quantity or Number: Submit one (1) each to be retained by engineer, except as otherwise specified by individual specification sections. Submit additional as required by contractor for distribution.
2. Submittal Procedure: Submit for engineer's review in accordance with submittal procedures specified in this section. After review, distribute to applicable entities.
3. Size and Completeness: As specified by individual sections. When not specified, submit samples of sufficient size and completeness to clearly illustrate product.
4. Identification: Label each sample with project title and complete product identification, including manufacturer, model number, descriptive name, supplier, and as applicable to sample identification.
5. Functional Characteristics: Include parts, attachments, and components as applicable. Coordinate with interfacing work.
6. Aesthetic Characteristics: As required for selection of colors, finishes, patterns, and as required or requested to finalize selection process. Furnish full range of manufacturer's custom and standard selections. Where selection is specified, submit as required to show conformance to contract documents.

#### G. COLOR SAMPLES

The contractor shall submit all color samples for the entire project at one time. That shall include tile, grout, base, paint, fixtures, stain, etc. The contractor will make a color board for the building upon approval of the samples by the engineer. Piece-mealing of submittals shall not be accepted.

#### H. DESIGN DETAILS

All design details shall be submitted to the City by the contractor during the design phase for review and approval prior to commencing any construction. This includes designs, loads and computations on foundations, connections, columns, beams, and complete details of all structural members and structural connections. During this phase, the contractor shall be required to submit plans, calculations, and all required materials to the applicable authority to obtain all necessary permits for the project.

#### I. MANUFACTURER INSTRUCTIONS AND CERTIFICATES

Number: Submit one (1) copy of both the manufacturer instructions and certificates.

Content: Include manufacturer's printed instructions for delivery, storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing as specified for individual specification sections. Include special procedures, project conditions, and environmental criteria required for application or installation.

#### J. CODE COMPLIANCE CERTIFICATES

Submit information required as a condition of building permit issued by code authority, including certificate of occupancy, certificate of approval from Fire Marshal, and certificate of code compliance from state electrical inspector.

## 1.4 "OR EQUAL" CLAUSE OR SUBSTITUTIONS

### A. GENERAL

When the engineer approves a substitution, it is with the understanding that the contractor guarantees the substituted article to be equal to, or better than, the article specified. The engineer will judge the suitability, reliability, and service availability of a proposed substitute. To be considered by the engineer, the request for substitution shall be accompanied with complete physical and technical data, manufacturer's catalogue data, photographs, samples, and the address of the nearest authorized service representative, as applicable.

The decision of the engineer on "OR EQUALS" shall be final.

The requirements of General Provision 2.15 - Approved Equals also apply.

### B. PRIOR TO BID OPENING

Substitution approvals will be considered prior to the bid opening if the bidder submits their request for substitution not less than ten (10) working days prior to the date set for bid opening. All substitution requests shall be submitted using the "Substitution Request Form" included in the bid packet and shall be sent to the individual as noted at the top of the form. Substitution requests not received by the named individual will not be evaluated and not allowed as a substitution prior to bidding. Submit all requests and product data in triplicate.

Saturday, Sunday and holidays listed in Paragraph 2.13 of the General Provisions are excluded from the calculation of ten (10) days. An addendum listing such approvals may/will be issued prior to bidding.

Bidders who do not receive prior written approvals of "OR EQUAL" by ten(10) days prior to bid submittal must base their bids on the items specified.

### C. AFTER BID OPENING

Proposed substitution and deviation requests shall be reviewed during the time of submittal review.

Substitution and deviation requests will be received and considered only when one or more of following conditions are satisfied:

1. The specified product or method of construction cannot be provided within the contract period and the contractor submittal is submitted within time frame allowed.
2. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
3. The specified product or method of construction cannot be provided in a manner that is compatible with other materials.
4. A substantial advantage is offered to the Owner, in terms of cost, time, or other considerations of merit.
5. The product as specified includes the statement, "or equal" and one of the above conditions governs
6. The engineer's decision on all substitution or deviation requests shall be final.

**END OF SECTION**

## **SECTION 01400 - QUALITY CONTROL**

### **1.1 REFERENCE STANDARDS**

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

Any part of the work not specifically covered by these specifications shall be performed in accordance with the applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

These specifications will herein be referred to as the Standard Specifications.

### **1.2 INSPECTION, TESTING AND CERTIFICATION**

#### **A. INSPECTION**

Construction inspection and testing for the City will be performed by the project engineer or a designated Engineering Construction Coordinator (ECC), or others as the City may designate and as the construction situation may dictate. The City's ECC will be responsible for insuring that the contractor is complying with the contract plans and specifications.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the engineer.
2. The contractor shall be required to contact the City 24 hours in advance of all of the construction activities listed on the checklist, have the indicated activity inspected, and the City's inspector initial that the work was performed in accordance with the appropriate technical provision.
3. The checklist shall be posted near each structure and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions. The City will prepare a suitable checklist for each building to be constructed and present same to the contractor at the preconstruction meeting.
4. Pre-final Inspection: Contractor shall notify the engineer in writing when all work or portions of work are complete and ready for inspection. The engineer will make a "punchlist" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.
5. Final Inspection: Contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection at which time the engineer and contractor shall jointly inspect the work. The contractor will promptly correct any further deficiencies noted.

**B. LABORATORY SERVICES**

Testing for quality control certification or special inspections as required by the permitting authority will be conducted by Tacoma Power and/or an independent laboratory which will be furnished and paid for by the City. Subsequent sampling and testing of rejected material shall be paid for by the contractor.

Failure of the material to achieve the specified density or standards will be just cause for rejecting any portion of, and/or all of the material represented by the test. All costs associated with replacement materials or any delays caused by such failure shall be borne by the contractor.

It shall be the contractor's responsibility to prepare test specimens as required for special inspection as required by the permitting authority or the engineer and the cost shall be incidental to the contract.

**C. PERMIT INSPECTIONS**

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma Power inspector of all scheduled inspections.

<b>END OF SECTION</b>
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# SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

## 1.1 UTILITIES

### A. ELECTRIC SERVICE

The City will furnish without charge to the contractor 120 volt single phase power at a location specified by the engineer for the contractor's use. The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

### B. WATER

The City will furnish water for use by the contractor at a location specified by the City engineer. The contractor shall furnish all hoses and connectors as necessary to extend water to the job site.

### C. SANITARY FACILITIES

The contractor is required to furnish for the sanitary necessities of all persons employed on the project, beginning with the first person employed and shall be the chemical type. Such conveniences shall be erected and maintained by the contractor, in the number and manner, and place approved by the engineer immediately upon commencing work.

### D. TEMPORARY FIRE PROTECTION

Provide temporary fire protection until permanent systems supply fire protection needs.

1. Provide adequate numbers and types of fire extinguishers
2. Store combustible materials in fire-safe containers in fire-safe locations
3. Prohibit smoking in hazardous fire-exposure locations
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

## 1.2 JOB SHACK

### A. JOB SHACK

The contractor shall supply a job shack where construction plans shall be kept. The shack shall be large enough to keep "**AS-BUILT**" plans and provide access to City inspectors and engineers as required.

The contractor shall keep on the job site a full size copy of the drawings and specifications, and shall at all times give the engineer access thereto.

## **B. STORAGE AREA**

An area is available for material storage. This area is available for inspection prior to submittal of bids. This material storage area will be required to be used for storage of all construction material with lead time requirements that is required to be on hand at start of construction. Any modification of the storage area for the convenience of the contractor shall be at the contractor's expense and shall be reprovved by the engineer. Contractor may use an alternate area for storage of lead time material providing it is at the contractor's expense and available to the engineer for inspection to verify availability.

## **1.3 SECURITY AND ACCESS**

### **A. GENERAL**

This section includes

1. Security program
2. Entry control
3. Restriction and operational control

### **B. SECURITY PROGRAM**

Contractor shall comply with Tacoma Public Utility's security policies and procedures and take adequate precaution to protect Tacoma Public Utility's property and employees.

### **C. ENTRY CONTROL**

1. Procedures for the entry and exit of contractor's personnel and materials shall be determined at the preconstruction meeting.
2. Contractor shall maintain a current list of contractor and subcontractor personnel available for on-site inspection.

### **D. RESTRICTIONS AND OPERATIONAL CONTROL**

1. Access for Materials: Every effort shall be made to deliver materials to the construction area during the hours of 6:00 a.m. to 12:00 p.m. Any deliverables outside of the house will require Engineer's approval.
2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
3. Emergency Site Access during Construction: Fire lanes must remain open during construction.

## **1.4 SAFETY**

In addition to Paragraph 3.06 "Safety" of the General Provisions, the contractor shall:

### **A. WORK HAZARD ANALYSIS**

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor's Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.

This report shall be completed and submitted to the engineer before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

The City will review the submitted report and may require the contractor to clarify their safety procedures submitted or detail their procedures for ensuring safe working conditions for other working conditions not listed in the original submitted report; and/or explain how the procedures meet current safety regulations. In no case, may the contractor commence work until the Job Hazard Analysis Report has been reviewed and approved by the engineer.

## **B. WORKING CLEARANCES**

The contractor's request for a planned outage shall be submitted to the City's Engineer, or Engineering Construction Coordinator (ECC) and maintenance inspector or engineer five (5) days prior to scheduling any work. The City's electrical inspector and engineer shall route the contractor's request to the Construction & Maintenance Asst. Manager, Mr. Stephen Fairchild at 253-820-4867.

### **1.5 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION**

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the affects of construction.

Installing temporary walls or barriers to completely divide or separate the work area from ongoing Salmon Hatchery operations. Visqueen or plastic shall be a minimum of 8 mil thick and shall form a continuous barrier sufficient to stop all construction dust and residue. Temporary walls of plywood may require sound deadening in some areas.

Other work and barrier requirements as directed by the engineer to provide separation between the contractor's work area and ongoing Salmon Hatchery operations.

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas and quadrants from the affects of construction.

### **1.6 DUST CONTROL**

The contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

### **1.7 TEMPORARY DRAINAGE PROVISIONS**

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

## **1.8 POLLUTION CONTROL**

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

Nothing in this specification or contract shall be deemed to warrant to the contractor the quality, quantity or usefulness of the property designated for demolition, not designated as salvage, or designated to become the property of the contractor.

**END OF SECTION**



# **SECTION 01550 - ASBESTOS REMOVAL**

## **PART 1 GENERAL**

### **1.1 SECTION INCLUDES**

This work in this section includes all work that will require disturbance and/or complete removal of asbestos-bearing materials.

The City has performed an analysis on a variety of areas of the project described in this specification. Test results are included for informational purposes. It is expected that additional locations, not accessible to City inspectors, contain asbestos. Additional asbestos found at the site, but not specifically detailed, shall be removed per the attached specifications. The cost shall be incidental to the contract.

### **1.2 TEST RESULTS**

A list of asbestos containing materials including the type of asbestos and concentration has been identified by Tacoma Power and is attached as an appendix to this specification.

### **1.3 CODES, LAWS AND REGULATIONS**

All laws, codes and regulations shall be followed for disturbance and/or removal of asbestos, including, but not limited to the following:

- A. Washington State Department of Labor and Industries (Worker Training) Chapter 59.26 RCW
- B. Environmental Protection Agency (EPA) - Title 40 Code Federal Regulations (CFR), Parts 61.20-61.25, Subparts A and B, National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Stripping Work Practices and Disposal of Asbestos Work.
- C. Occupational Safety and Health Administration (OSHA) Regulation 1910.1001, Asbestos, Title 29 CFR, and in particular 1910.1001(f), Monitoring, and Subpart 1, Personal Protective Equipment.
- D. Washington Industrial Safety and Health Administration (WISHA) Regulation WAC 296-62 and subsection 296-62-07517, Asbestos.
- E. American National Standards Institute (ANSI) Standard Z88.1-1969 "American National Standards Practice Respirator Protection", latest edition, and ANSI Standard 29.2, "Certification of Compliance for Asbestos Removal Equipment"
- F. Local Health Department, all current regulations.
- G. Uniform Building Code (UBC), current regulations as applicable.
- H. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
- I. Regulations Issued by the Washington State Department of Ecology.
- J. Regulations Issued by the Local Air Pollution Control Agency.

### **1.4 SUBMITTALS**

The contractor shall submit the following items prior to disturbing any asbestos materials:

- A. Drawing on 22-inch by 34-inch vellum showing exact locations of asbestos-bearing materials prior to disturbing any asbestos. This drawing shall note action to be taken by the contractor at all locations where asbestos is to be disturbed and/or removed.

- B. Planned, detailed course of action for asbestos removal.
- C. Schedule of asbestos removal.
- D. Contingency plans for asbestos uncovered during demolition.

## **PART 2 PRODUCTS**

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**NOT USED**

## **PART 3 EXECUTION**

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### **3.1 GENERAL**

- A. All asbestos work shall be performed by workers certified by Washington State Department of Labor and Industries as having successfully completed a state approved training course, conforming to Chapter 59.26 RCW.
- B. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the area during abatement.
- C. All requirements of the local Health Department shall be followed at all times.
- D. All requirements of regulations issued by the Washington State Department of Ecology shall be followed at all times.
- E. The contractor shall furnish, and require use of, respiratory equipment and special protective clothing for employees exposed to asbestos-bearing materials.
- F. The contractor shall remove, encapsulate, and dispose of all asbestos disturbed under this contract. All disposal of asbestos wastes shall be as described by the local Air Pollution Control Agency.
- G. Contractor shall obtain and maintain all necessary permits for the life of this contract including, but not limited to, local Air Pollution Control Agency and Health Department permits.
- H. Contractor shall coordinate the project according to the submitted schedule and at the direction of the project engineer to avoid unnecessary impact on ongoing activities.

<b>END OF SECTION</b>
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## **SECTION 01600 - MATERIAL AND EQUIPMENT**

### **1.1 QUALITY OF WORKMANSHIP AND MATERIAL**

#### **A. WORKMANSHIP**

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the engineer's opinion, a person is incompetent, disorderly or otherwise unsatisfactory, the engineer shall notify the contractor, in writing, of same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract again. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.08 - Contractor - Supervision and Character of Employees for additional requirements.

#### **B. MATERIALS**

Materials shall be delivered to the project site in the manufacturer's original containers, bundles or packages unopened with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer's written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

### **1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL**

#### **A. SALVAGE TO TACOMA PUBLIC UTILITIES**

Contractor shall carefully remove in a manner to prevent damage to all materials and equipment specified or indicated to be salvaged and reused or to remain property of the City. The contractor shall store and protect salvaged items specified or indicated to be reused in the work.

Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the contractor in kind or with new items.

All materials considered salvageable by the engineer's representative shall be accumulated and tightly packaged in a container suitable for the type of materials being salvaged. Salvaged materials not reused on this job shall be returned to Tacoma Power Warehouse, 3628 South 35th Street (rear), Tacoma, Washington, between the hours of 9:00 A.M. and 2:00 P.M., Monday through Friday.

**B. PROPERTY OF CONTRACTOR**

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor.

Materials deemed to be non-salvageable by the engineer's representative shall be disposed by the contractor to a legal dump site obtain by him. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

The contractor may, if approved by the City, furnish and install new items in lieu of those specified or indicated to be salvaged and reused, in which case such removed items will become the contractor's property. Existing materials and equipment removed by the contractor shall not be reused in the work except where so specified or indicated.

**END OF SECTION**

## SECTION 01700 - CONTRACT CLOSEOUT

### 1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

#### A. CLOSE OUT PROCEDURES

The contractor shall notify the engineer in writing when identified tasks are complete and ready for inspection. The engineer will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the engineer in writing when all punchlist deficiencies have been completed. The engineer will promptly set a time for final inspection, at which time the engineer and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate their work with all other agencies and/or contractors within the project area.

#### B. FINAL DOCUMENTATION

Upon completion of the work and before final payment is made, the contractor shall deliver to the engineer, in addition to such other items specified in these specifications, the following documents:

##### 1. "AS-BUILT" Drawings

"AS-BUILT" drawings and specifications of new or revised existing work, shown in red ink, provided by the general, mechanical, electrical contractors, and all other subcontractors, including all addendum's, change orders, deviations, changes, elevations, and dimensions of their work from the construction documents, updated monthly during the construction. Monthly payments will not be made until all redlined as-builts are updated.

Two (2) copies of all shop and construction drawings used for the project, the final record drawings ("AS-BUILT" to reflect the actual installation) including one (1) reproducible set of all design drawings and AutoCAD files, if applicable.

**NOTE:** The final payment for this contract will not be released until "AS-BUILT" drawings are received and approved by the engineer.

##### 2. Maintenance and Operation Manuals

Three (3) complete sets of maintenance and operation manuals and supplement drawings and one (1) electronic manual (.pdf), if necessary, for the care and maintenance of materials and equipment items installed. These manuals shall be prepared by the manufacturer's representatives, and collected and bound in one (1) brochure by the general contractor. The contractor shall also instruct the City's maintenance personnel to such care and maintenance as directed by the manufacturers.

This manual shall include all air handling equipment, air balancing data, electrical and other mechanical equipment. It shall also include all appliances, products selected and other material as herein specified.

The electronic manual shall be formatted as follows:

- a. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.
- b. Manuals should be scanned at 300 DPI.
- c. Color originals should be scanned to color images if possible.
- d. All .PDF files should be scanned at using Optical Character Recognition (OCR)

- e. A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.
  - f. Manuals that consist of multiple volumes should be submitted as individual files.
  - g. Manuals comprised of several sections or chapters should be bookmarked by the vendor.
  - h. If a vendor wished to include security settings (so that their documents are “read-only”), that is acceptable provided that Tacoma Power can view and print from the file.
3. All Guarantees and/or Agreements
- a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.
  - b. The contractor shall submit to the City at the completion of the project per the attached a "Roofing Contractor's Warranty" for each structure, guaranteeing the roof for a period of two (2) years. Any defect or leak that occurs during a two (2) year period shall be promptly remedied by the contractor at no expense to the City. Roofing manufacturer shall supply twenty (20) year warranty.

All surfaces disturbed shall be restored to a condition equal to that before the work began.

Surplus conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the project area shall be left clean to the satisfaction of the engineer.

Clean up is considered incidental to the project and no measurement and payment will be allowed.

Obtain certificate of occupancy and final inspections from authorities having jurisdiction.

<b>END OF SECTION</b>
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# **SECTION 01750 - LEAD AND OTHER HAZARDOUS MATERIAL REMOVAL**

## **PART 1 GENERAL**

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### **1.1 SECTION INCLUDES**

The work in this section shall include all work that will require disturbance and/or complete removal of lead-bearing or other hazardous materials.

- A. This section is to establish and implement procedures and practices to be used for the removal and disposal of lead based coatings and other hazardous materials.
  - 1. All hazardous waste removal, handling, and disposal shall follow WAC 173-303.
- B. The City has performed an analysis with the aid of a consultant on a variety of areas on different items listed in the proposal.
  - 1. Test results are available upon request. It is expected that there may be additional locations, not accessible at time of inspection, which contain lead within the coatings.
  - 2. All lead and other hazardous material coatings found on the different items listed in the proposal, but not specifically detailed, shall be removed or prepared per the attached specifications.
  - 3. The cost of removal, storage, and disposal of the lead or other hazardous material coatings shall be incidental to the specific proposal item.

### **1.2 TESTING OF COATINGS**

- A. The contractor shall be responsible for the testing of all coatings to be removed.
- B. Testing shall be performed in a laboratory using EPA Method 7420 or equal method for lead, EPA method 7190 or equal method for chromium, and EPA Method 7130 or equal method for cadmium.
- C. The tests performed shall determine what hazardous materials are present within the coatings and the percent by mass of these hazardous materials within the coatings.
- D. The contractor shall report test results to the engineer prior to any work performed on the removal of the surface coatings.

### **1.3 CODES, LAWS AND REGULATIONS**

The following laws, codes and regulations shall be followed for removal of lead-based paints and other hazardous materials or wastes contained within coatings to be removed.

- A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC
- B. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC
- C. Code of Federal Regulations Chapters 29 and 40.

### **1.4 SITE WORK AND EMPLOYEE HEALTH**

#### **A. COMPETENT PERSONS**

- 1. All persons involved with planning and performing stages of the work where airborne lead exposure exists shall be competent, knowledgeable, and have training and experience in jobs involving lead exposure.
- 2. All employees working on site shall have been provided with current training and have experience in work involving lead exposure prior to the commencement of any work.

## B. EMPLOYEE TRAINING AND INFORMATION

1. All employees exposed to airborne lead shall be provided with information and training on hazards of lead and measures for controlling these hazards and protection of health.
2. All training shall follow at a minimum WAC 296-155-17625 and WAC 296-62-3040.

## C. MEDICAL MONITORING OF EMPLOYEES

1. All employees involved with coating removal containing lead will be biologically monitored.
2. Any employee with elevated blood lead level shall be temporarily removed from all job duties involving exposure to airborne lead above permissible limits.
3. All monitoring shall follow WAC 296-62-3050 at a minimum.

## D. PERSONAL HYGIENE FACILITIES

1. Clean change areas will be provided for all personal change items where airborne lead exposure exceeds permissible exposure limits.
2. The clean change area shall be equipped with storage facilities for lead contaminated clothing and equipment.
3. All employees exposed to airborne lead above permissible limits shall be provided with a station to wash their hands and face at a minimum.
4. Personal hygiene facilities shall follow WAC 296-24 Part B-1 and WAC 296-155-17619.

## E. PROTECTIVE CLOTHING AND EQUIPMENT

1. Protective clothing and equipment shall be worn by all employees working within areas where lead exposure is above permissible limits.
2. Protective clothing and equipment shall follow the requirements of WAC 296-24 and WAC 296-155-17615.

## F. CONTAINMENT AREA FOR WASTE MATERIALS

1. An area shall be approved by the engineer for the storage of hazardous waste materials on site.
2. This location shall be free from traffic or other potential hazards that may displace or damage storage containers.
3. All site control shall follow WAC 296-62-3030 and WAC 173-303 at a minimum.

## G. EXPOSURE LIMITS

1. The contractor shall maintain records of monitoring system for employee exposure of the constituents listed below.
2. The contractor shall remove the employee from work and notify the engineer within 24 hours if any of the limits set below are exceeded.
3. The contractor shall begin work again upon notification from the engineer once the problem has been corrected.
4. Exposure limit practices shall follow WAC 296-155-17623 and record keeping shall follow WAC 296-155-17629\*.
5. Airborne Lead: Shall follow CFR 1926.62. PEL = 50  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 30  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* WAC 296-155-17606 shall be followed.
6. Airborne Chromium: Shall follow CFR 1910.1000. PEL = 500  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 2500  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\*.
7. Airborne Cadmium: Shall follow CFR 1910.1027. PEL = 5  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\* Action Level = 2.5  $\mu\text{g}/\text{m}^3$  (based on 8 hour TWA)\*.



\* or as established by Federal, State or local regulations or requirements.

#### H. SIGNS FOR WORK AREA

1. Work areas shall be posted with visible signs for the presence of airborne lead or other hazardous waste materials.
2. The signs will be posted in areas that are outside of the work area and fall below permissible levels of airborne lead or other contaminants.
3. Site signs shall follow WAC 296-155-17627 at a minimum.

### **PART 2 EXECUTION**

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#### **2.1 GENERAL**

- A. The contractor shall perform a baseline study for each work area where hazardous materials will be disturbed.
  1. The contractor shall include all aspects of the environment local to the job site.
  2. The contractor shall submit a plan showing test locations and results to the engineer prior to commencement of work involving the disturbance of hazardous materials at the job site.
  3. Upon completion of work, including demobilization, the contractor shall perform a post-baseline study and shall submit the study to the engineer.
  4. The City will not make final payment for work until the engineer has received and reviewed the post-baseline study.
- B. All lead and hazardous waste removal work shall be performed by workers that have completed training and are knowledgeable in the removal of lead and hazardous waste materials.
- C. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during lead or other hazardous waste removal.
- D. All requirements of the county departments of health shall be followed at all times.
- E. The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne lead and other hazardous materials.
- F. The contractor shall be responsible for the removal, encapsulation and disposal of all lead and other hazardous waste materials disturbed under this contract.
- G. The contractor shall supply a copy of their lead abatement program, management policies and procedures to the City with their bid submittal.

<b>END OF SECTION</b>
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# SECTION 07545 – SIKA SARNAFIL PVC MEMBRANE ROOFING

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

The work to be performed under this section includes the procurement and installation of the Sika Sarnafil PVC Membrane, fully adhered with feltback roofing system to be applied to the Tacoma Power's Cowlitz Salmon Hatchery Early Rearing Building, as shown on the reference drawings and specified herein.

### 1.2 CODE REQUIREMENTS

- A. System shall be designed to meet minimum wind design requirements of the most recent version of ASCE 7.
- B. Factory Mutual Research Corporation (FM) – Norwood, MA
  - 1. Class 1-60 (required for most situations)
- C. Underwriters Laboratories, Inc.
  - 1. Class A assembly

### 1.3 QUALITY ASSURANCE

- A. This roofing system shall be applied only by a Roofing Applicator authorized by Sika Sarnafil prior to bid (Sika Sarnafil "Applicator").
- B. Upon completion of the installation and the delivery to Sika Sarnafil by the applicator of certification that all work has been done in strict accordance with the contract specifications and Sika Sarnafil's requirements, a Sika Sarnafil Technical Service Representative will review the installed roof system wherever a Standard or System warranty has been specified.
- C. There shall be no deviation made from the Project Specification or the approved shop drawings without prior written approval by Tacoma Power, Tacoma Power's Representative and Sika Sarnafil.
- D. All work pertaining to the installation of Sarnafil membrane and flashings shall only be completed by Applicator personnel trained and authorized by Sika Sarnafil in those procedures.

### 1.4 SUBMITTALS

- A. Submit in accordance with section 01300, Paragraph 1.3 – Submittal and Shop Drawings.

#### B. PRODUCT DATA

- 1. Submit manufacturer's technical product data, installation instructions and recommendations.
- 2. Include data substantiating that materials comply with requirements.

#### C. SHOP DRAWINGS

- 1. Show roof layout with details at each change of condition.
- 2. Provide specification sheets for each layer of the membrane.

3. Provide flashing details.

#### D. WARRANTY

1. Sample copy of Sika Sarnafil's warranty.
2. Sample copy of Applicator's two (2) year warranty which shall cover any and all defects in workmanship and materials. The warranty may exclude physical damage caused by acts of God, any activity by anyone other than the roofing contractor's employees, or failure of the buildings structural components.
3. Prior to ordering products, submit manufacturer's standard color samples for engineer's selection.

**\*\*CONTACT SIKA SARNAFIL FOR EXACT WARRANTY TERMS AND CONDITIONS\*\***

#### E. PRE-CONSTRUCTION CONFERENCE

Contacto shall schedule a pre-construction conference with Manufacturer and necessary parties at the jobsite to review and discuss project conditions as it relates to the integrity of the waterproofing assembly.

#### F. APPLICATOR EXPERIENCE

1. Submit applicator resume verifying the following:
  - a. Certification or license by the membrane manufacturer as a locally based, authorized applicator of the product the installer intends to use, for a minimum of five (5) years.
  - b. List of at least three (3) projects, satisfactorily completed within the past five (5) years, of similar scope and complexity to this project. Previous experience submittal shall correspond to specific membrane system proposed for use by applicator.

### **1.5 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.
- B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.
- D. As a general rule all adhesives shall be stored at temperatures between 40-degree F (5-degree C) and 80-degree F (27-degree C). Read the instructions contained on adhesive canister for specific storage instructions.
- E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- F. All materials which are determined to be damaged by Tacoma Power's Representative or Sika Sarnafil are to be removed from the job site and replaced at no cost to Tacoma Power.

### **1.6 JOB CONDITIONS**

- A. Sika Sarnafil materials may be installed under certain adverse weather conditions but only after consultation with Sika Sarnafil, as installation time and system integrity may be affected.

- B. Only as much of the new roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.
- C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- D. All surfaces to receive new insulation, membrane or flashings shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to the application.
- E. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- F. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to Tacoma Power.
- G. The Applicator is cautioned that certain Sarnafil membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. Such materials shall not remain in contact with Sarnafil membranes. The Applicator shall consult Sika Sarnafil regarding compatibility, precautions and recommendations.
- H. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Applicator shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over Sarnafelt or plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.
- I. Prior to and during application, all dirt, debris and dust shall be removed from surfaces by vacuuming, sweeping, blowing with compressed air or similar methods.
- J. The Applicator shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- K. All roofing, insulation, flashings and metal work removed during construction shall be immediately taken off site to a legal dumping area authorized to receive such materials. Hazardous materials, such as materials containing asbestos, are to be removed and disposed of in strict accordance with applicable City, State and Federal requirements.
- L. All new roofing waste material (i.e., scrap roof membrane, empty cans of adhesive) shall be immediately removed from the site by the Applicator and properly transported to a legal dumping area authorized to receive such material.
- M. The Applicator shall take precautions that storage and application of materials and equipment does not overload the roof deck or building structure.
- N. Installation of a Sarnafil membrane over coal tar pitch or a resaturated roof requires special consideration to protect the Sarnafil membrane from volatile fumes and materials. Consult Sika Sarnafil for precautions prior to bid.

- O. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.
- P. All rooftop contamination that is anticipated or that is occurring shall be reported to Sika Sarnafil to determine the corrective steps to be taken.
- Q. The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Applicator shall report any such blockages in writing (letter copy to Sika Sarnafil) to Tacoma Power's Representative for corrective action prior to the installation of the Sika Sarnafil roof system.
- R. Applicator shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify Tacoma Power of such condition in writing for correction at Tacoma Power's expense (letter copy to Sika Sarnafil).
- S. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to Tacoma Power's satisfaction.
- T. All landscaped areas damaged by construction activities shall be repaired at no cost to Tacoma Power.
- U. The Applicator shall conduct fastener pullout tests in accordance with the latest version of the SPRI/ANSI Fastener Pullout Standard to verify condition of the deck/substrate and to confirm expected pullout values.
- V. The Sarnafil membrane shall not be installed under the following conditions without consulting Sika Sarnafil's Technical Dept. for precautionary steps:
  - 1. The roof assembly permits interior air to pressurize the membrane underside.
  - 2. Any exterior wall has 10 percent or more of the surface area comprised of opening doors or windows.
  - 3. The wall/deck intersection permits air entry into the wall flashing area.
- W. Precautions shall be taken when using Sarnacol adhesives at or near rooftop vents or air intakes. Adhesive odors could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building. Keep lids on unused cans at all times.
- X. Protective wear shall be worn when using solvents or adhesives or as required by job conditions.
- Y. Sarnafil membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

## **1.7 WARRANTIES**

- A. Sika Sarnafil Twenty (20) Year System Warranty: Upon successful completion of work to Sika Sarnafil's satisfaction and receipt of final payment, the Sika Sarnafil
- B. Tacoma Power's Responsibility: Tacoma Power shall notify both Sika Sarnafil and the Applicator of any leaks as they occur during the time period when both warranties are in effect.

## **1.8 WARRANTY DURATIONS**

Sika Sarnafil Warranty shall be in effect for a Twenty (20) year period.

## PART 2 PRODUCTS

### 2.1 GENERAL

- A. The components of the Sarnafil Adhered roof system are to be products of Sika Sarnafil as indicated on the Detail Reference Drawings and specified in the Contract Documents.
- B. Components to be used that are other than those supplied or manufactured by Sika Sarnafil may be submitted for review and acceptance by Sika Sarnafil.
  - 1. Sika Sarnafil's acceptance of any other product is only for a determination of compatibility with Sika Sarnafil products and not for inclusion in the Sika Sarnafil warranty.
  - 2. The specifications, installation instructions, limitations, and restrictions of the respective manufacturers must be reviewed by the Tacoma Power's Representative for acceptability for the intended use with Sika Sarnafil products.
- C. Condensation or moisture migration into the roof system must be controlled so that it does not compromise the performance of the insulation and other components of the assembly.
  - 1. Moisture vapor tends to migrate from warmer to cooler areas. Air/vapor retarders are used to inhibit or block the flow of warm moist air into the roof system. To determine if an air/vapor barrier is necessary, a design professional with experience with air handling and moisture control should be consulted.
  - 2. Special consideration should be given to construction related moisture. An example is the significant amount of moisture generated when concrete floor slabs are poured after the roof has been installed.
  - 3. Sika Sarnafil is not responsible for damage to the insulation when exposed to construction related moisture.

### 2.2 MEMBRANE

- A. Sarnafil G410 Feltback fiberglass reinforced membrane with a lacquer coating.
- B. Membrane shall conform to ASTM D4434 (latest version), "Standard for Polyvinyl Chloride Sheet Roofing". Classification: Type II, Grade I.
  - 1. Sarnafil G410-15 feltback, 60 mil (1.5 mm), thermoplastic membrane with fiberglass reinforcement and a factory applied 9 oz. felt backing.
- C. Color of Membrane.
  - 1. EnergySmart Light Gray, initial solar reflectance of 0.51, emittance of 0.84, and solar reflective index (SRI) of 58 (ENERGY STAR listed) will be the default color for this membrane applications. If so requested the project engineer may choose to select one of Sika Sarnafil's other standard colors.

### 2.3 FLASHING MATERIALS

#### A. WALL/CURB FLASHING

Sarnafil G410-15 60 mil (1.5 mm) Membrane: A fiberglass reinforced membrane adhered to approved substrate using Sarnacol adhesive. Consult Product Data Sheets for adhesive options and additional information.

- 1. Sarnafil G459 Membrane: An asphalt-resistant, fiberglass reinforced membrane adhered to approved substrate using Sarnacol adhesive. Consult Product Data Sheet for adhesive rates and additional information.

2. Sarnaclad: A PVC-coated, heat-weldable sheet metal capable of being formed into a variety of shapes and profiles. Sarnaclad is a 24 gauge, G90 galvanized metal sheet with a 20 mil (0.5 mm) unsupported Sarnafil membrane laminated on one side. The dimensions of Sarnaclad are 4 ft x 8 ft (1.2 m x 2.4 m) or 4 ft x 10 ft (1.2 m x 3.0 m). Consult Product Data Sheet for additional information.

#### **B. PERIMETER EDGE FLASHING**

1. Sarnaclad: A PVC-coated, heat-weldable sheet metal capable of being formed into a variety of shapes and profiles. Sarnaclad is a 24 gauge, G90 galvanized metal sheet with a 20 mil (0.5 mm) unsupported Sarnafil membrane laminated on one side. The dimensions of Sarnaclad are 4 ft x 8 ft (1.2 m x 2.4 m) or 4 ft x 10 ft (1.2 m x 3.0 m). Consult Product Data Sheet for additional information.
2. Non-Typical Edge: Project-specific perimeter edge detail reviewed and accepted for one-time use by Sika Sarnafil's Technical Department. Consult Regional Technical Manager prior to job start for review and consideration for acceptance.

#### **C. MISCELLANEOUS FLASHING**

1. Sarnareglet: A heavy-duty, extruded aluminum flashing termination reglet used at walls and large curbs. Sarnareglet is produced from 6063-T5, 0.10 inch to 0.12 inch (2.5 mm to 3.0 mm) thick extruded aluminum. Sarnareglet has a 2-1/4 inch (57 mm) deep profile, and is provided in 10 foot (3 m) lengths. Use prefabricated Sarnareglet mitered inside and outside corners where walls intersect. Consult Product Data Sheet for additional information.
2. Sarnastack: A prefabricated vent pipe flashing made from 0.048 inch (48 mil/1.2 mm) thick Sarnafil G410 membrane. Available in five different sizes. Consult Product Data Sheet for sizes and additional information.
3. Sarnacorners – Universal: Prefabricated outside and inside flashing corners made of 0.060 inch (60 mil/1.5 mm) thick membrane that are heat-welded to membrane or Sarnaclad base flashings. Available in one size which accommodate both inside and outside corners. Can be cut into one inside or one outside corner. Consult Product Data Sheet for additional information.
4. Open Post Flashing: Prefabricated post flashing, 0.048 inch (48 mil/1.2 mm) thick, with an open seam used to flash obstructed rooftop conduits and pipes 1/2 to 1-1/4 inch (12.7-31.8 mm) in diameter. Available in 2 sizes; 1/2 to 3/4 inch (12.7-19 mm) and 3/4 to 1-1/4 inch (19-31.8 mm) diameter. Open Post Flashings are heat welded in place and terminated at the top of the penetration completing the pipe penetration detail.
5. Sikaflex-1a Sealant: A proprietary sealant used at flashing terminations. Consult Product Data Sheet for additional information.
6. Sarnacol 2170 Adhesive: A solvent-based reactivating-type adhesive used to attach membrane to flashing substrate. Consult Product Data Sheets for additional information.



## 2.4 ATTACHMENT COMPONENTS

### A. MEMBRANE ADHESIVE

1. Sarnacol 2170 Adhesive: A solvent-based reactivating-type adhesive used to attach the membrane to the substrate, either horizontally or vertically. Consult Product Data Sheets for additional information. Application rates are as follows:

SARNACOL 2170 APPLICATION RATES FOR FELTBACK MEMBRANE					
	Adhesive Rates - Gallons per 100 Square Feet (Liters per Meter <sup>2</sup> )			Approximate Sq. Ft./Pail (meter <sup>2</sup> )	
	Substrate (1 <sup>st</sup> coat)		Substrate (2 <sup>nd</sup> coat)		Total
Isocyanurate Paper Facer	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
Smooth Plywood	1.00 (0.41)	+	1.00 (0.41)	= 2.00 (0.81)	250 (23.23)
Metal	0.75 (0.31)	+	1.00 (0.41)	= 1.75 (0.71)	285 (26.48)
Concrete Deck	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
Concrete Wall	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
Masonry Wall	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
Cellular Concrete	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
GP DensDeck	1.25 (0.51)	+	1.00 (0.41)	= 2.25 (0.92)	222 (20.62)
GP DensDeck Prime GP DensDeck DuraGuard	1.00 (0.41)	+	1.00 (0.41)	= 2.00 (0.81)	250 (23.23)

SARNACOL 2170 APPLICATION RATES FOR MEMBRANE FLASHINGS USING SARNAFELT					
	Adhesive Rates - Gallons per 100 Square Feet (Liters per Meter <sup>2</sup> )			Approximate Sq. Ft./Pail (meter <sup>2</sup> )	
	Substrate (1 <sup>st</sup> coat)		Substrate (2 <sup>nd</sup> coat)		Total
Smooth Plywood	1.00 (0.41)	+	1.00 (0.41)	+ 0.50 (0.20) = 2.50 (1.02)	200 (18.58)
Concrete Wall	1.00 (0.41)	+	1.00 (0.41)	+ 0.50 (0.20) = 2.50 (1.02)	200 (18.58)
Masonry Wall	1.00 (0.41)	+	1.00 (0.41)	+ 0.50 (0.20) = 2.50 (1.02)	200 (18.58)
Granular Bitumen	1.00 (0.41)	+	1.00 (0.41)	+ 0.50 (0.20) = 2.50 (1.02)	200 (18.58)
Smooth Aged Bitumen	1.00 (0.41)	+	1.00 (0.41)	+ 0.50 (0.20) = 2.50 (1.02)	200 (18.58)



## NOTES:

Due to an increase in viscosity when outdoor temperatures during installation are below 40-degree F (5-degree C), add 1/2 gallon per 100 square feet (0.2 l per m<sup>2</sup>) to rate for estimating purposes. Do not install when air temperature is within 5-degree F of dew point. Solvent evaporation time increases significantly when temperatures drop. Ensure first layer of Sarnacol 2170 is fully dry before second layer is applied to the back of the membrane for proper reactivation.

1. Use a water-filled, foam-covered lawn roller to consistently and evenly press the membrane into the adhesive layer.
2. Contact Sarnafil representative for appropriate adhesive application rate.
3. Sarnacol AD Feltback Membrane Adhesive: A low odor, VOC compliant, one-step foamable polyurethane adhesive used to attach feltback membrane to approved compatible substrates. Adhesive is applied by combining two 5-gallon box sets placed on a cart and dispensed through a combining hose or by hand with a dual-component caulk gun. Additional adhesive may be required for rougher surfaces.
4. Sarnacol OM Feltback Membrane Adhesive: A low odor, VOC compliant, one-step foamable polyurethane adhesive used to attach feltback membrane to approved compatible substrates. Adhesive is applied by combining two 5-gallon box sets placed on a cart and dispensed through a combining hose or by hand with a dual-component caulk gun. Additional adhesive may be required for rougher surfaces.

### B. SARNAFASTENER-XP

1. #15, heavy-duty, corrosion-resistant fastener used with Sarnaplate to attach insulation or with Sarnastop and Sarnabar to attach Sarnafil G410 roof membrane to steel or 1/2-3/4 inch wood roof decks.
2. Sarnafastener-XP has a shank diameter of approximately 0.21 inch (5.3 mm) and the thread diameter is approximately 0.26 inch (6.6 mm).
3. The driving head has a diameter of approximately 0.435 inch (11 mm) with a #3 Phillips recess for positive engagement.
4. Consult Product Data Sheet for additional information

### C. SARNAFASTENER-CD10

1. A nail-in, corrosion-resistant fastener used with Sarnaplate-HD/CD to attach insulation to normal weight concrete roof deck.
2. Sarnafastener-CD10 has a shank diameter of 0.215 inch (5.5 mm), a split diameter of 0.265/0.275 inch (6.7/7.0 mm) and a flat head with a 0.435 inch (11 mm) diameter.
3. Consult Product Data Sheet for additional information.

### D. SARNASTOP

1. An extruded aluminum, low profile bar used with certain Sarnafasteners to attach to the roof deck or to walls/curbs at terminations, penetrations and at incline changes of the

substrate.

2. Sarnastop is a 1 inch (25 mm) wide, flat aluminum bar 1/8 inch (3 mm) thick that has predrilled holes every 6 inches (152 mm) on center.
3. Consult Product Data Sheet for additional information.

## 2.5 MISCELLANEOUS ACCESSORIES

### A. ALUMINUM TAPE

A 2-inch (50 mm) wide pressure-sensitive aluminum tape used as a separation layer between small areas of asphalt contamination and the membrane and as a bond- breaker under the coverstrip at Sarnaclad joints.

### B. MULTI-PURPOSE TAPE

A high performance sealant tape used with metal flashings as a preventive measure against air and wind blown moisture entry.

### C. SARNAMATIC 641MC OR 661

220 volt, self-propelled, hot-air welding machine used to seal Sarnafil membrane seams.

### D. SARNASOLV

1. A high quality solvent cleaner used for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface.
2. Sarnasolv is also used daily to clean seam areas prior to hot-air welding in tear off or dirty conditions or if the membrane is not welded the same day it is unrolled.
3. Consult Product Data Sheet for additional information.

## 2.6 SEALANTS AND PITCH POCKET FILLERS

Sarnafil Sikaflex-1a Sealant (for termination details)

## 2.7 MISCELLANEOUS FASTENERS AND ANCHORS

- A. All fasteners, anchors, nails, straps, bars, etc. shall be post-galvanized steel, aluminum or stainless steel.
- B. Mixing metal types and methods of contact shall be assembled in such a manner as to avoid galvanic corrosion.
- C. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins.
- D. All concrete fasteners and anchors shall have a minimum embedment of 1-1/4 inch (32 mm) and shall be approved for such use by the fastener manufacturer.
- E. All miscellaneous wood fasteners and anchors used for flashings shall have a minimum embedment of 1 inch (25 mm) and shall be approved for such use by the fastener manufacturer.

# PART 3 EXECUTION

## 3.1 PRE-CONSTRUCTION CONFERENCE

- A. The Applicator, Owner's Representative/Designer and Manufacturer(s) shall attend a pre-construction conference for each project.
- B. The meeting shall discuss all aspects of the project including but not limited to:
  1. Safety

2. Set up
3. Construction schedule
4. Contract conditions
5. Coordination of the work

### **3.2 SUBSTRATE CONDITION**

- A. Applicator shall be responsible for acceptance or provision of proper substrate to receive new roofing materials.
- B. Applicator shall verify that the work done under related sections meets the following conditions:
  1. Contractor to supply new compression rings on all roof drains.
  2. Roof curbs, nailers, equipment supports, vents and other roof penetrations are properly secured and prepared to receive new roofing materials.
  3. All surfaces are smooth and free of dirt, debris and incompatible materials.
  4. All roof surfaces shall be free of water, ice and snow.

### **3.3 SUBSTRATE PREPARATION**

- A. The roof deck and existing roof construction must be structurally sound to provide support for the new roof system.
  1. The Applicator shall load materials on the rooftop in such a manner as to eliminate risk of deck overload due to concentrated weight.
  2. Tacoma Power's Representative shall ensure that the roof deck is secured to the structural framing according to local building code and in such a manner as to resist all anticipated wind loads in that location.
- B. Applicator shall pressure wash existing roof surface before new roof overlay installation.

### **3.4 SUBSTRATE INSPECTION**

- A. A dry, clean and smooth substrate shall be prepared to receive the Sarnafil Adhered roof system.
- B. The Applicator shall inspect the substrate for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect the quality of work.
- C. The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease. Roofing shall not start until all defects have been corrected.
- D. All roof surfaces shall be free of water, ice and snow.
- E. Sarnafil shall be applied over compatible and accepted substrates only.

### **3.5 INSTALLATION OF SARNAFIL MEMBRANE**

The surface of the insulation or substrate shall be inspected prior to installation of the Sarnafil roof membrane. The substrate shall be clean, dry, free from debris and smooth with no surface roughness or contamination. Broken, delaminated, wet or damaged insulation boards shall be removed and replaced.

#### **A. SARNACOL 2170 ADHESIVE**

1. Over the properly installed and prepared substrate surface, Sarnacol 2170 adhesive shall be applied using solvent-resistant 3/4 inch (19 mm) nap paint rollers. The adhesive shall be applied to the substrate at a rate according to Sika Sarnafil requirements. No adhesive is applied to the back of the G410 feltback membrane. The adhesive shall be applied in smooth, even coats with no gaps, globs, puddles or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be coated with adhesive. The first layer of adhesive shall be allowed to dry completely prior to installing a second layer of 2170 and the membrane.
2. The G410 feltback roof membrane is unrolled immediately into a second layer of wet adhesive. Adjacent to that first installed roll of membrane, another second layer of wet adhesive is applied and the second roll of membrane is immediately unrolled into it, overlapping the first roll by 3 inches (75 mm). This process is repeated throughout the roof area. Immediately after application into adhesive, each roll shall be pressed firmly in place with a water-filled, foam-covered lawn roller by frequent rolling in two directions. Do not allow the second application of adhesive to dry at all!
3. Weld G410 coverstrips at all G410 feltback seams that do not have a factory selvage edge.

### NOTES:

1. The Applicator shall count the amount of pails of adhesive used per area per day to verify conformance to the specified adhesive rate.
2. No adhesive shall be applied in seam areas. All membrane shall be applied in the same manner.
3. Sarnacol AD Feltback Membrane Adhesive: Application rates vary depending on surface roughness, absorption rate of the substrate, and wind speed approvals. Typical coverage rates for the box sets are 10 –20 squares per 10 gallons. Typical coverage rates when using the cartridge is 4 –6 squares per case (4, 1500 ml cartridges). All coverage rates are based on 12 inch (304.8mm) on center maximum spacing.
4. Sarnacol OM Feltback Membrane Adhesive: Application rates vary depending on surface roughness, absorption rate of the substrate, and wind speed approvals. Typical coverage rates for the box sets are 10 –20 squares per 10 gallons. Typical coverage rates when using the cartridge is 4 –6 squares per case (4, 1500 ml cartridges). All coverage rates are based on 12 inch (304.8mm) on center maximum spacing.

## **3.6 HOT-AIR WELDING OF SEAM OVERLAPS**

### A. GENERAL

1. All seams shall be hot-air welded. Seam overlaps should be 3 inches (75 mm) wide when automatic machine-welding and 4 inches (100 mm) wide when hand-welding, except for certain details.
2. Welding equipment shall be provided by or approved by Sika Sarnafil. All mechanics intending to use the equipment shall have successfully completed a training course provided by a Sika Sarnafil Technical Service Representative prior to welding.
3. All membrane to be welded shall be clean and dry.

### B. HAND-WELDING

Hand-welded seams shall be completed in two stages. Hot-air welding equipment shall be allowed to warm up for at least one minute prior to welding.

1. The back edge of the seam shall be welded with a narrow but continuous weld to prevent

loss of hot air during the final welding.

2. The nozzle shall be inserted into the seam at a 45-degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to "flow", the hand roller is positioned perpendicular to the nozzle and rolled lightly. For straight seams, the 1-1/2 inch (40 mm) wide nozzle is recommended for use. For corners and compound connections, the 3/4 inch (20 mm) wide nozzle shall be used.

#### C. MACHINE WELDING

1. Machine welded seams are achieved by the use of Sika Sarnafil's automatic welding equipment. When using this equipment, Sika Sarnafil's instructions shall be followed and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. No other equipment shall be operated simultaneously off the generator.
2. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.

#### D. QUALITY CONTROL OF WELDED SEAMS

1. The Applicator shall check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark gray material from the underside of the top membrane. On-site evaluation of welded seams shall be made daily by the Applicator at locations as directed by the Tacoma Power's Representative or Sika Sarnafil's representative. One inch (25 mm) wide cross-section samples of welded seams shall be taken at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the Applicator at no extra cost to Tacoma Power.

### **3.7 MEMBRANE FLASHINGS**

All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative and Sika Sarnafil. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.

#### A. SARNACOL ADHESIVE FOR MEMBRANE FLASHINGS

1. Over the properly installed and prepared flashing substrate, Sarnacol adhesive shall be applied according to instructions found on the Product Data Sheet. The Sarnacol adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be flashed. The bonded sheet shall be pressed firmly in place with a hand roller.
2. No adhesive shall be applied in seam areas that are to be welded. All panels of membrane shall be applied in the same manner, overlapping the edges of the panels as required by welding techniques.
  - B. Install Sarnastop/Sarnabar/Sarnacord according to the Detail Drawings with approved fasteners into the structural deck at the base of parapets, walls and curbs. Sarnastop is required by Sika Sarnafil at the base of all tapered edge strips and at transitions, peaks, and valleys according to Sika Sarnafil's details.
  - C. Sika Sarnafil's requirements and recommendations and the specifications shall be

followed. All material submittals shall have been accepted by Sika Sarnafil prior to installation.

- D. All flashings shall extend a minimum of 8 inches (0.2 m) above roofing level unless otherwise accepted in writing by the Owner's Representative and Sika Sarnafil Technical Department.
- E. All flashing membranes shall be consistently adhered to substrates. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the Sarnafil membrane.
- F. All flashing membranes shall be mechanically fastened along the counter-flashed top edge with Sarnastop at 6 to 8 inches (0.15 to 0.20 m) on center.
- G. Sarnafil flashings shall be terminated according to Sika Sarnafil recommended details.
- H. All flashings that exceed 30 inches (0.75 m) in height shall receive additional securement. Consult Sika Sarnafil Technical Department for securement methods.

### **3.8 METAL FLASHINGS**

- A. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
  - 1. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).
  - 2. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
- B. Metal, other than that provided by Sika Sarnafil, is not covered under the Sika Sarnafil warranty.
- C. Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.
- D. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
- E. Metal joints shall be watertight.
- F. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch (25 mm).
- G. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches (0.3 m) on center into the wood nailer or masonry wall.
- H. Counter flashings shall overlap base flashings at least 4 inches (100 mm).
- I. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch (38mm) minimum and shall be securely sealed from air entry.

### **3.9 SARNAFLAD METAL FLASHINGS/EDGE METAL**

- A. All flashings shall be installed concurrently with the roof membrane as the job progresses.
  - 1. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative and Sika Sarnafil.
  - 2. Acceptance shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing due to incomplete flashings, the affected area shall be removed and replaced at the Applicator's expense.



- B. Sarnaclad metal flashings shall be formed and installed per the Detail Drawings.
  - 1. All metal flashings shall be fastened into solid wood nailers with two rows of post galvanized flat head annular ring nails, 4 inches (100 mm) on center staggered. Fasteners shall penetrate the nailer a minimum of 1 inch (25 mm).
  - 2. Metal shall be installed to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
- C. Adjacent sheets of Sarnaclad shall be spaced 1/4 inch (6 mm) apart.
  - 1. The joint shall be covered with 2 inch (50 mm) wide aluminum tape.
  - 2. A 4 inch minimum (100 mm) wide strip of Sarnafil flashing membrane shall be hot-air welded over the joint.
  - 3. Exercise caution at perimeter of roof.

### **3.10 EDGE GRIP**

- A. Position the roof membrane over edge of roof and down outside face of wall covering wood nailer(s) completely. Allow 1/2 inch (13 mm) of excess membrane to extend down past the wood nailer. Hot-air weld all seams making sure there are no voids in welds.
- B. Apply a 3/8 inch (10 mm) continuous bead of Sikaflex – 1a sealant to the clean bottom of formed retainer. Install formed retainer from right to left as seen from rooftop. Overlap joints of straight run sections a minimum of 1 inch (25 mm) and corner sections a minimum of 5 inches (127 mm). Field cut sections as necessary.
- C. Fasten formed retainer into side of nailer 12 inches (0.3 m) on center. Use fasteners provided with Edge Grip system; 1-1/2 inch (38 mm) hex head stainless steel fasteners with neoprene washers.
- D. Fasteners shall provide a minimum 240 lbs. (109 kg) pull-out resistance; suitable for the substrates to which being installed.
- E. Install concealed joint splice plates intersecting sections of snap-on fasciCOVER joints.
- F. Position snap-on fascia cover so that it's top engages the formed retainer top. Rotate downward engaging bottoms of snap-on fascia cover and formed retainer. Allow 1/4 inch (6 mm) gap between snap-on fascia sections for thermal expansion. Field cut where necessary.

### **3.11 TEMPORARY CUT-OFF**

All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100 percent watertight seal. The stagger of the insulation joints shall be made even by installing partial panels of insulation. The new membrane shall be carried into the waterstop. Waterstop shall be sealed to the deck or substrate so that water will not be allowed to travel under the new or existing roofing.

The edge of the membrane shall be sealed in a continuous heavy application of sealant as described in Section 2.6. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, insulation fillers, etc. shall be removed from the work area and properly disposed of offsite. None of these materials shall be used in the new work. If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.

If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

### **3.12 COMPLETION**

Prior to demobilization from the site, the work shall be reviewed by the Owner's Representative and the Applicator. All defects noted and non-compliances with the Specifications or the recommendations of Sika Sarnafil shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Owner's Representative and Sika Sarnafil prior to demobilization.

All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.

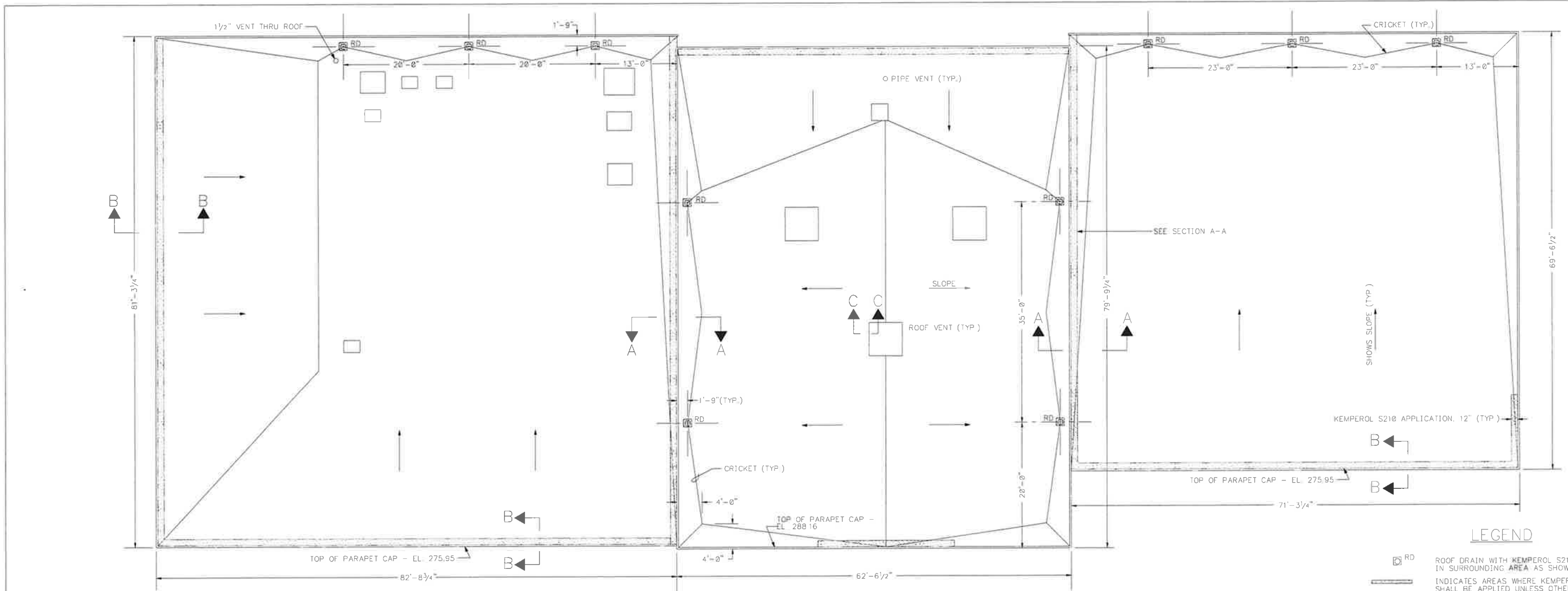
### **3.13 DETAILS**

Refer to the Sika Sarnafil Typical System Details section for additional details.

Sika Sarnafil has attempted to obtain information from the manufacturers of other products often used in conjunction with Sika Sarnafil products with respect to the characteristics of such products, as well as their compatibility with Sika Sarnafil's products. In as much as these other products as supplied in the field are subject to possible variation in their productions, and in as much as their specifications and performance characteristics are subject to change without notification by the manufacturers, Sika Sarnafil expressly excludes from its warranty any responsibility for the performance or quality of the products of others used in conjunction with Sika Sarnafil products. Sika Sarnafil provides this specification as a guide only in technical support to architects or roof designers/specifiers. Sika Sarnafil assumes no liability for error in design of or for misuse of this guide specification. The roof designer, engineer, architect or Applicator must verify suitability of the specification and details.

**END OF SECTION**





**HATCHERY BUILDING ROOF PLAN**  
SCALE: 1/8"=1'-0"

TOTAL ROOF REPLACEMENT AREA IS APPROXIMATELY 17,000 SF (VERTICAL SURFACES NOT INCLUDED)

**LEGEND**

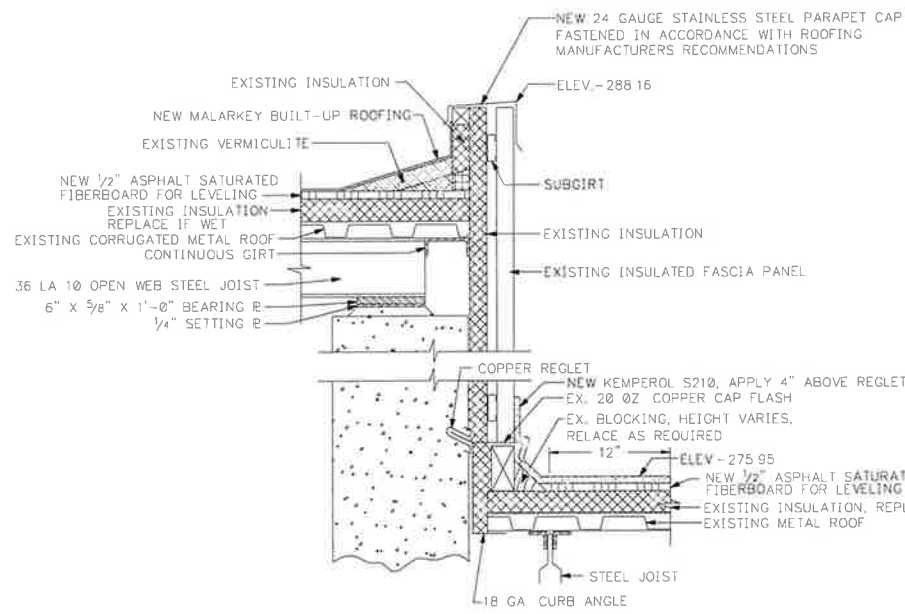
- RD ROOF DRAIN WITH KEMPEROL S210 APPLIED IN SURROUNDING AREA AS SHOWN.
- INDICATES AREAS WHERE KEMPEROL S210 ONLY SHALL BE APPLIED UNLESS OTHERWISE APPROVED

**REFERENCE DRAWINGS**

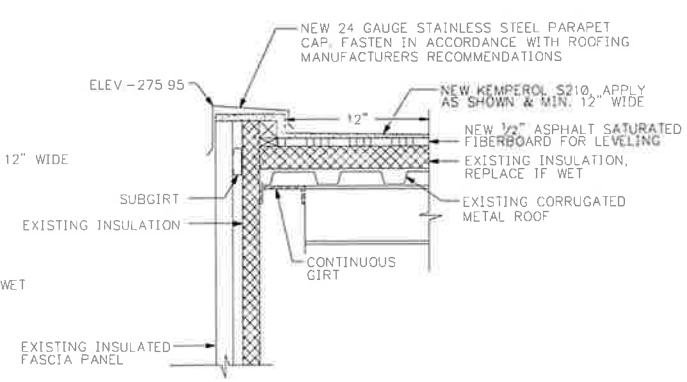
- MA2444 SALMON HATCHERY, EXTERIOR ELEVATIONS
- MA2446 SALMON HATCHERY, PLANS & SECTIONS
- MA2447 SALMON HATCHERY, TYPICAL ARCHITECTURAL DETAILS SHEET 1
- MA2734 SALMON HATCHERY, ROOF & FLOOR FRAMING PLANS SHEET 1
- MA2735 SALMON HATCHERY, ROOF & FLOOR FRAMING DETAILS SHEET 2

**NOTES**

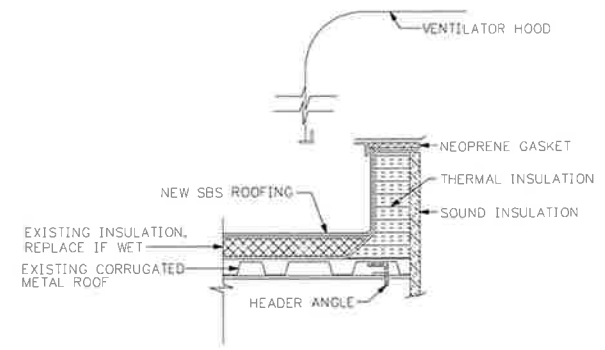
- 1 FOR EXISTING ROOF PLANS AND DETAILS, SEE DRAWINGS MA2446, MA2447, MA2735, MA2734, AND MA2444.
- 2 FOR TOTAL APPLICATION OF KEMPEROL INSTEAD OF SBS MALARKEY SEE SECTION B-B TYPICAL. USING KEMPEROL AS THE TOTAL APPLICATION ALL FLASHINGS SHALL BE WITH KEMPEROL



**SECTION A-A**  
SCALE: 1/2"=1'-0"



**SECTION B-B**  
SCALE: 1/2"=1'-0"

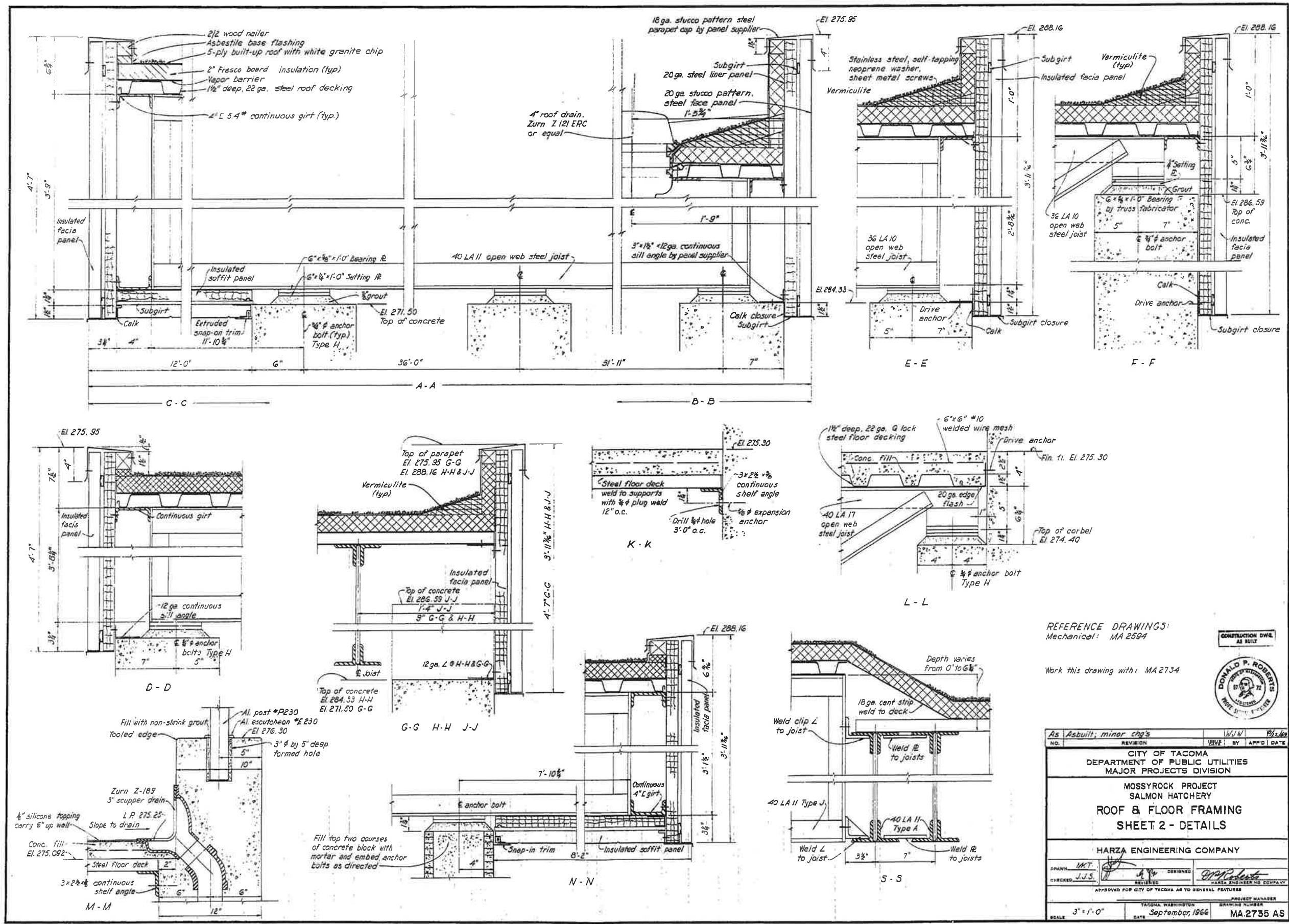


**SECTION C-C**  
SCALE: 1/2"=1'-0"

DWG FILED IN:

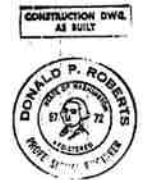
NO.	DATE	REVISION	BY	CHECKED	APPROVED
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION					
MOSSYROCK PROJECT COWLITZ SALMON HATCHERY ROOF REPLACEMENT PLAN & DETAILS					
DESIGNED	SSS	DRAWN	BEK	CHECKED	APPROVED
SUBMITTED	2-23-94	SCALE	1/8"=1'-0"		
APPROVED	SENIOR SPECIAL PROJECTS ENGINEER		DRAWING NO.		
FIELD BOOK			MA2909		
		SHEET		OF	





REFERENCE DRAWINGS:  
Mechanical: MA 2594

Work this drawing with: MA 2734



As Built; minor chgs		WJM	10/2/66
NO.	REVISION	REV	BY APPD DATE
CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES MAJOR PROJECTS DIVISION			
MOSSYROCK PROJECT SALMON HATCHERY ROOF & FLOOR FRAMING SHEET 2 - DETAILS			
HARZA ENGINEERING COMPANY			
DRAWN: WJT	DESIGNED: WJT	PROJECT MANAGER	
CHECKED: J.J.S.	REVIEWED: J.J.S.	TACOMA, WASHINGTON	
APPROVED FOR CITY OF TACOMA AS TO GENERAL FEATURES		DATE: September, 1966	DRAWING NUMBER: MA 2735 AS
SCALE: 3" = 1'-0"	DRAWER NO.		



## Inspector's Daily Report

Wednesday August 26 2020

**Project Name:** Cowlitz Salmon Hatchery Early Rearing Building (SH-1)  
(Roof Repairs)

**Location:** Cowlitz Salmon Hatchery, Lewis County, 125 Salmon Lane Salkum, Wa 98582

**Construction Inspector:** Willy Kroll  
Tacoma Power  
Cell (253) 405-4245

**Weather/Temp:** 80° clear skies

### **Today's Activity:**

Follow-up roof inspection of the Cowlitz Salmon Hatchery Early Rearing Building after coating repairs were applied; see initial roof inspection report dated 11-12-19.

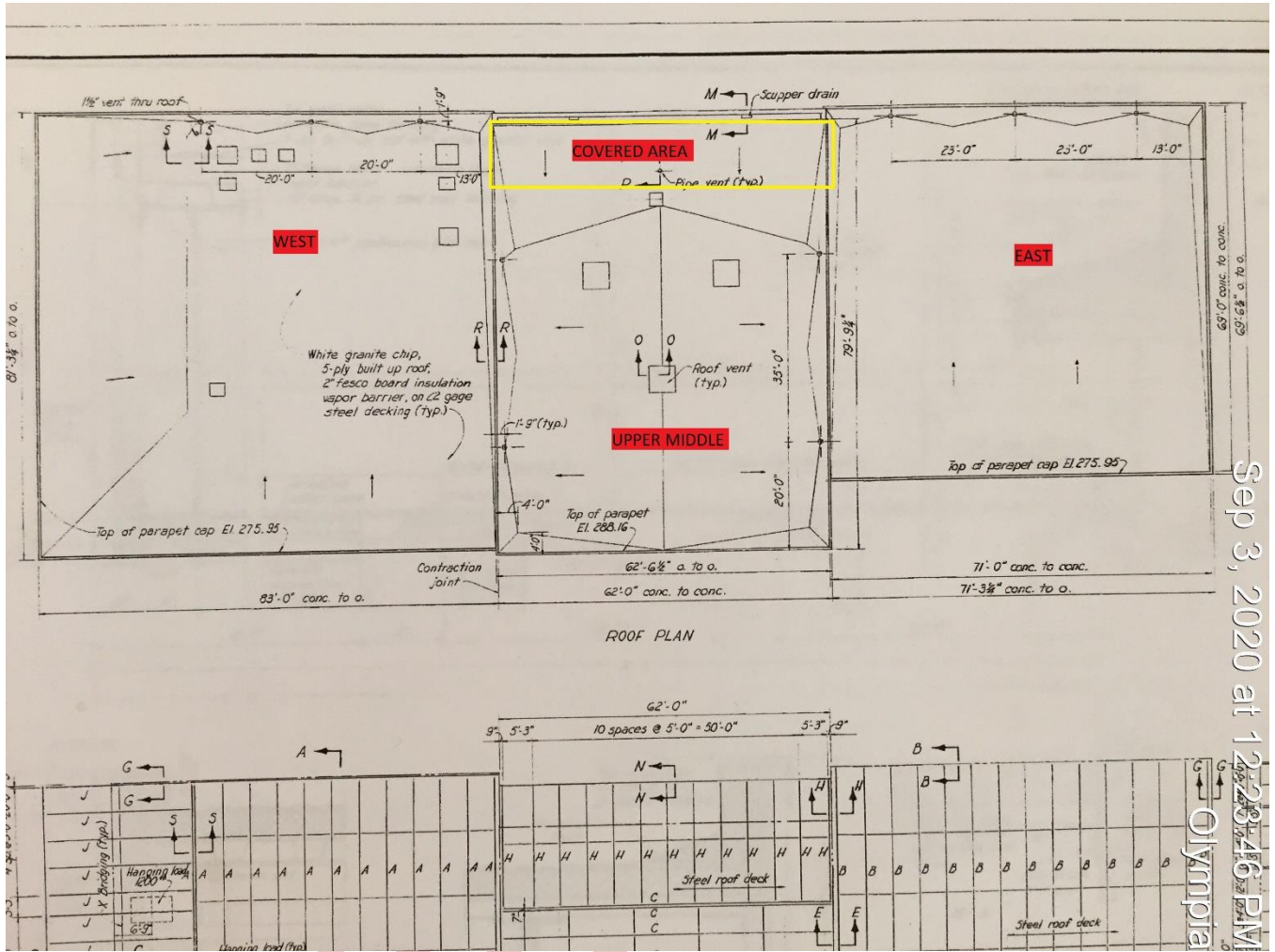
The roof on this hatchery building consists of four separate sections, the westerly, easterly, middle covered and upper middle.



Nov 12, 2019 at 11:28:24 AM  
Salkum



**The Cowlitz Salmon Hatchery Early Rearing Building (SH-1)**

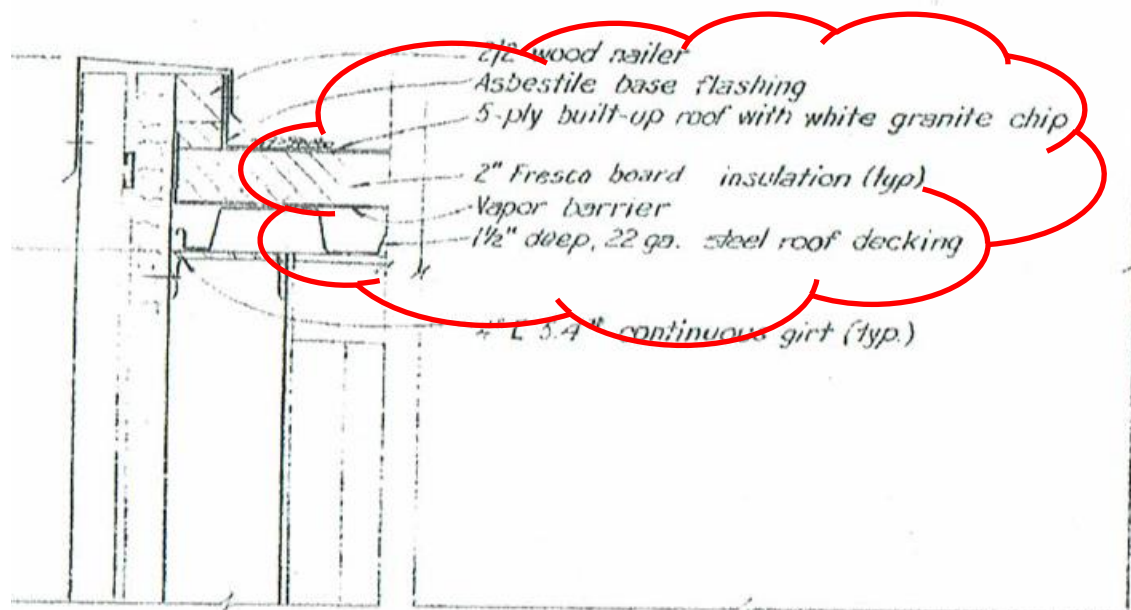


**MA 2734**

These typical roof sections were constructed of a five-layered system as indicated below;

- (1) steel pan-decking (very bottom)
- (2) vapor barrier (covering)
- (3) 2" cellular glass insulation (covering)
- (4) 5 ply built-up roof (covering)
- (5) white granite rock chip (top covering)

See detail image per 1966 Harza Engineering Company construction drawings.



MA 2735

In 1994, the entire roof sections were over-coated with a Kemper System Overlay (cold liquid fluid waterproofing application). The basis of the system typically consisted of a monolithic membrane process including, (1) an application of a cold liquid applied urethane resin, (2) a 3' to 4' wide roll of a 70 mil to 80 mils fleece membrane and followed with a final application of resin. Each application is over-lapped 4"-6" creating a one-piece seamless membrane. Note; prior to the Kemper System Overlay application, a thin layer of liquid-asphalt solution was applied over the original white granite chip rock to provide a smooth surface substrate, which improved the performance for the Kemper System.

REFERENCING





**Kemper System-1 piece membrane roof over-coat system (westerly roof)**

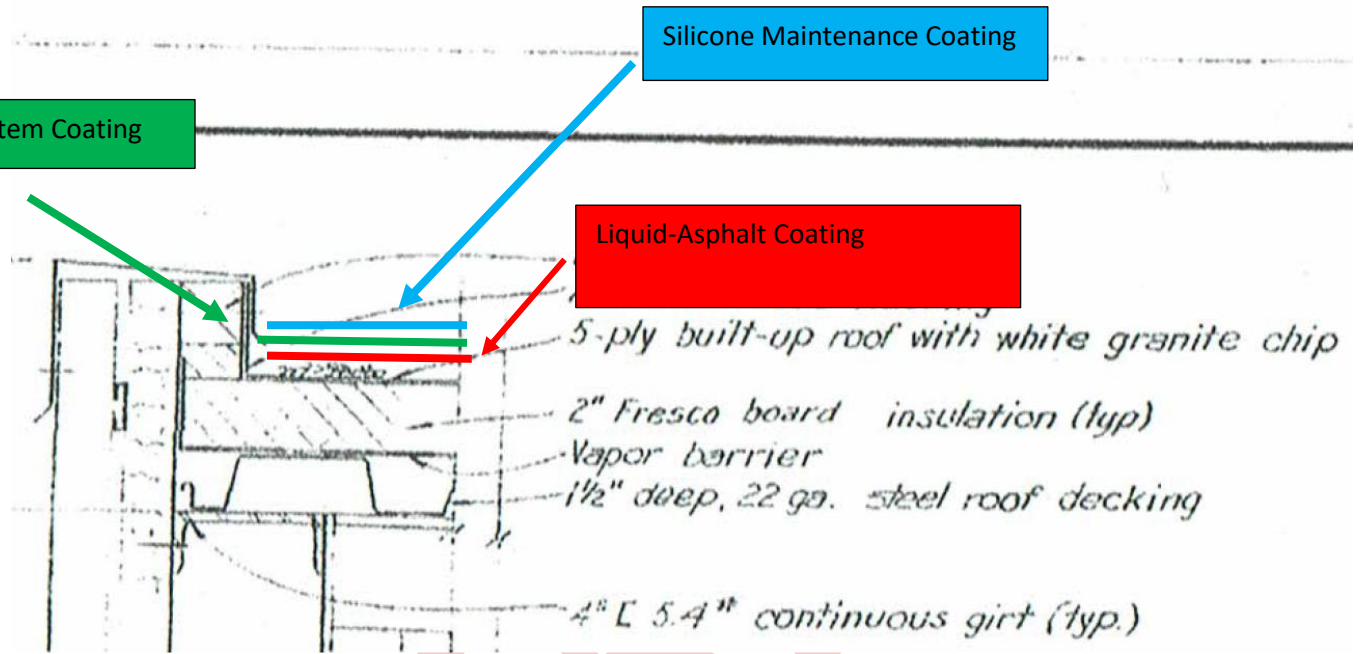


**Kemper System-1 piece membrane roof over-coat system (easterly roof)**

REFLECT

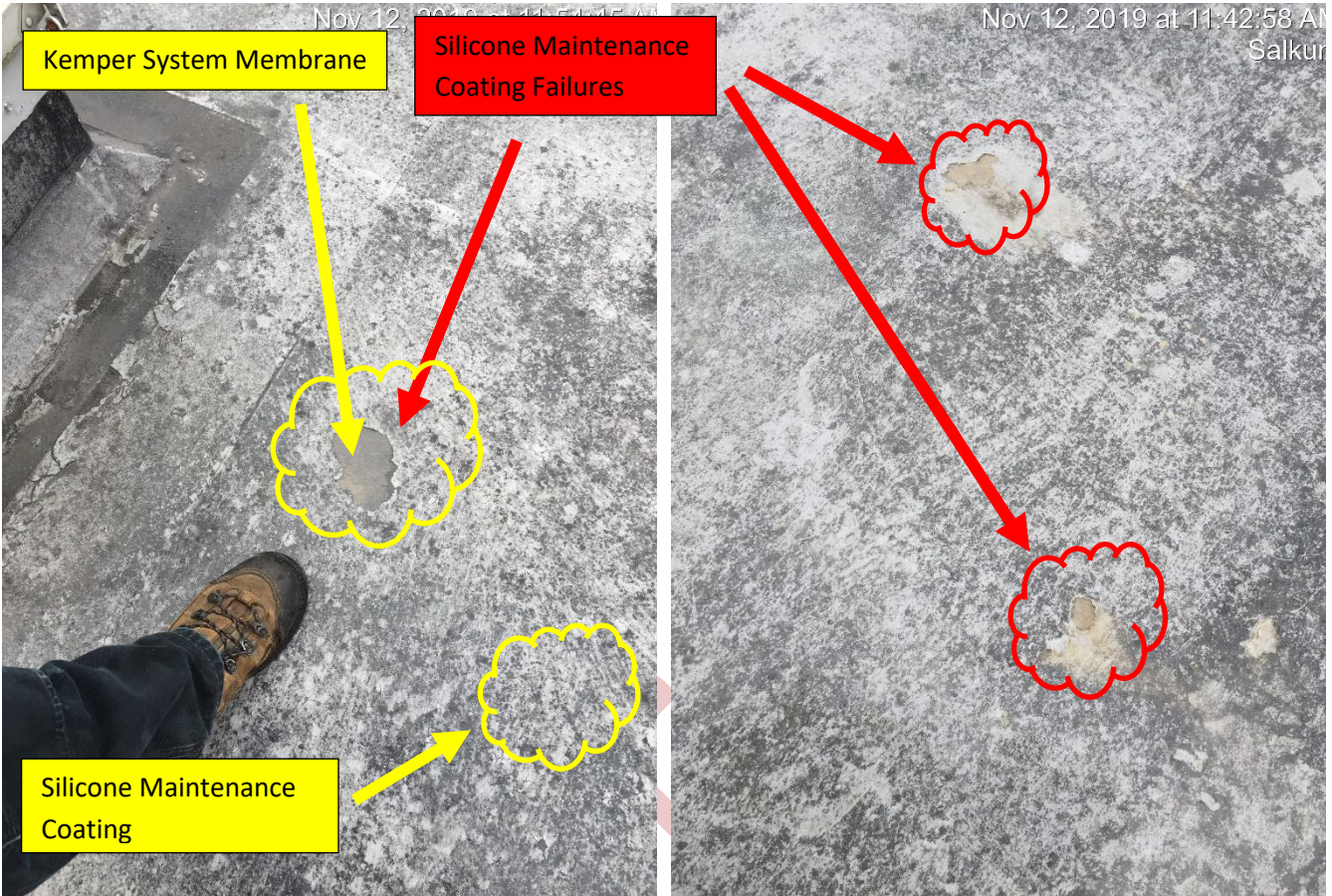


In 2008, a 10 mil-20 mil silicone maintenance coating was rolled-applied to the entire Kemper System Overlay.



The current CSH build-up roofing system (2020)

REFLECT



Silicone maintenance coating failure

Silicone maintenance coating failure

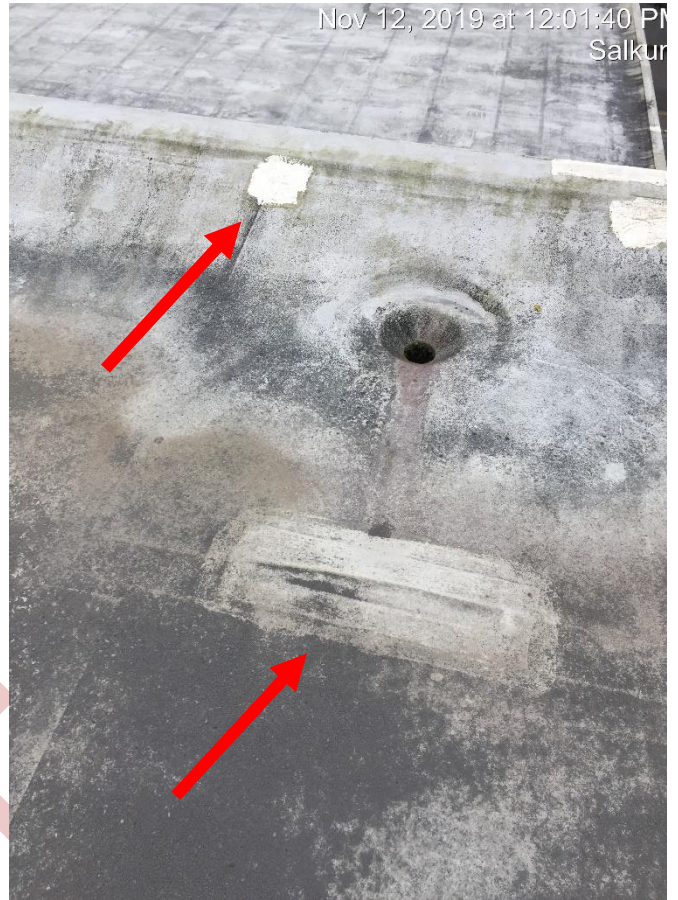
Prior to the 2019 roof inspection (Willy's Inspection), there was evidence of numerous repairs completed to the four roof sections of various degrees, anywhere from small leak repairs to equipment modification repairs. Existing repairs included the use of the Kemper System products and procedures while others a simple patch repair compound was applied as needed.

REVIEW





Old equipment repair using Kemper System products



Kemper System repairs and patch compound repairs

REFER



Old misc repairs



Old misc repairs

In August of 2020, the TPU Shops Painting crew completed approximately two-dozen repairs. In areas requiring moderate repairs, procedures included the removal of the failed silicone maintenance coating and the Kemper System over-coating, thus exposing the old liquid-asphalt substrate. Once the substrate dried, an application of **Henry's 208 Wet Patch Roof Leak Repair** product was applied followed with an over-coating of **Henry's 555 Fibered Aluminum Roof Coating**. Minor repairs, a one-coat application of the Fibered Aluminum Coating was applied directly onto the silicone maintenance coating. All areas of repairs were cleaned and prepared accordingly prior to application.





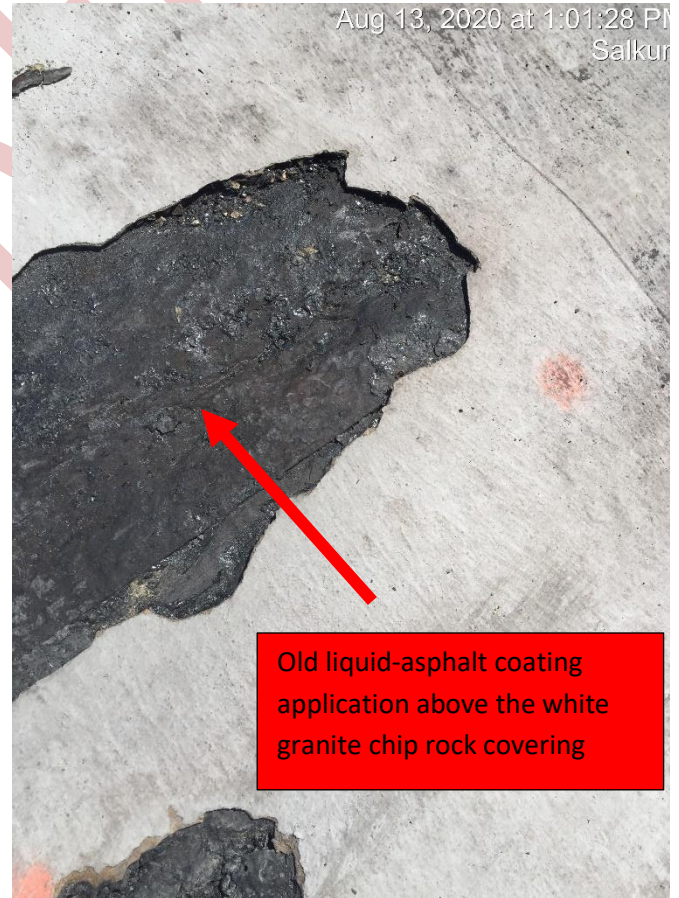
Henry 208



Henry 555



Silicone and Kemper System over-coatings removed exposing the old liquid-asphalt roof coating



Silicone and Kemper System over-coatings removed exposing the old liquid-asphalt roof coating



Henry's 208 Wet Patch application



Henry's 208 Wet Patch application

REFER





Henry's 208 Wet Patch application



Henry's 208 Wet Patch application

REFER



Henry's 555 Fibred Aluminum Coating applied over the  
Henry's 208 Wet Patch Repair



Henry's 555 Fibred Aluminum Coating applied over the  
Henry's 208 Wet Patch Repair

REFER





**Henry's 555 Fibered Aluminum Coating applied directly over the existing silicone maintenance coating**



**Henry's 555 Fibered Aluminum Coating applied directly over the existing silicone maintenance coating**

Once these repairs were completed, the Cowlitz Project staff removed all loose debris from all sections improving the rainwater drainage flow.

REFLECT

Aug 26, 2020 at 10:09:58 AM  
Salkum



**Cowlitz Project Staff cleaning roof sections**

Goal; with annual inspections and routine cleaning and maintenance, the life of the roof could be further extended.

**Inspector's signature:** William P. Kroll **Tacoma Power Inspector**

May 10, 2023

Mr. Stephen Fairchild  
Tacoma Power  
3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409



**RE: Cowlitz Salmon Hatchery Roof Good Faith Asbestos Survey Report**

Dear Mr. Fairchild,

ORION Environmental Services, Inc. (OES) conducted a limited “Good Faith” asbestos survey on May 5, 2023 regarding the roof of the Cowlitz Salmon Hatchery which is planned to be replaced.

This assessment was designed to identify the presence of both friable and non-friable asbestos-containing materials associated with the planned scope of work. Building materials suspected of containing asbestos were grouped into “homogeneous” materials or sampling areas. The homogeneous material or area was defined based on uniform texture, color, and appearance. Additionally, homogeneous materials were further defined based on building construction date(s).

Samples were collected by Valerie Mansfield Accreditation No. BI-NES072022-02, expires July 20, 2023. Suspect materials and components were analyzed by Polarized Light Microscopy (PLM) with dispersion staining, in accordance with the Environmental Protection Agency’s (EPA) Method for Determination of Asbestos in Bulk Materials (Method 600/R-93/116). Percentage estimates are based on the analyst’s best judgment following PLM/DS and examination with a stereoscope.

Unless presumed asbestos containing, any materials or components containing greater than one percent (>1%) asbestos is regulated by federal, state, and local air agencies. **The roof was found to contain 60% Chrysotile asbestos fibers.** In present state, roofing is in good condition but may become friable when impacting based on degradation of any cohesive properties.

Ensure to follow all federal and state regulations regarding the asbestos hazards discussed in this executive summary. Corresponding regulations include Washington Administrative Codes (WAC) 296.62-077, WAC 296-65, and the Southwest Clean Air Agency (SWCAA) Asbestos Regulations. Please let me know if you have any questions regarding the hazmat survey or if we may be of further assistance.

Professionally Yours,

**ORION Environmental Services**

  
Stacey Hanson, AHERA Building Inspector

Enclosure:      Photograph  
                         PLM Asbestos Bulk Sampling Information  
                         Asbestos Certificate of Analysis

**34004 9<sup>th</sup> Avenue South A5 – Federal Way, Washington 98003 • Telephone (253) 952-6717 •  
info@oriones.net**

Industrial Hygiene

Health and Safety

Training

Laboratory Services

## **ATTACHMENT 1**

---

### **PLM Asbestos Bulk Sampling Information**

PLM Asbestos Bulk Sample Inventory

PLM Asbestos Bulk Sample Laboratory Data Sheets

Photograph



**PLM Asbestos Bulk Sample Inventory**

**LIMITED ASBESTOS SURVEY REPORT**  
**Cowlitz Salmon Hatchery Roofing**

Material Type	Homogeneous Code	ORIONES Sample No.	Material Location	Lab Description	Lab Result
Roofing	RM 1	023-0408-01	Built up Roof	Layer 1: Yellow Patch; cellulose, manmade Layer 2: Built up Roof; Gray/Brown, cellulose, 90% fibrous Layer 3: Dark Mastic; cellulose,90% fibrous Layer 4: Dark Felt; chrysotile, friable, 95% fibrous Layer 5: Dark Felt, cellulose, 90%fibrous Layer 6: Dark Felt, cellulose, 90% fibrous Layer 7: Dark Felt, cellulose, 95% fibrous Layer 8: Dark felt, chrysotile, friable, 95% fibrous Layer 9: Dark felt, chrysotile, 95% fibrous Layer 10: gray cementitious, non-fibrous	NAD NAD NAD 60% NAD NAD NAD 60% 60% NAD

NAD – No Asbestos Detected

RM 1 – Roofing Material Homogeneity





**ORION Environmental Services**  
 34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
 Phone: (253) 952-6717 • Fax: (253) 927-4714  
 Email: info@oriones.net • Web: www.oriones.net  
 WBE W2F9219763

**Polarized Light Microscopy Test Report**  
**EPA Method 600/R-98/116**

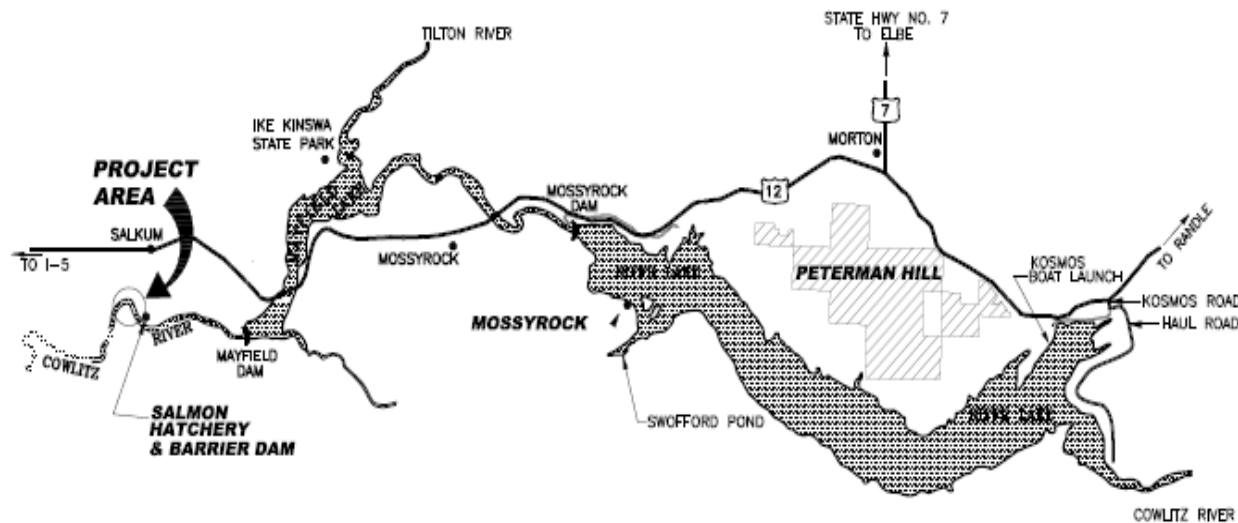
**Client:** Tacoma Power  
**Address:** 3628 South 35th St, Tacoma, WA 98409  
**Attention:** Stephen Fairchild  
**Project Name:** Mossyrock Roof inspection  
**Project Number:** O23-0408

**Rpt. Date:** 5/10/2023  
**Page:** 1 of 1  
**Invoice:** 234220  
**Date Rcvd:** 5/8/2023

Client Sample ID	Orion Sample ID	Material Description	Sample Treatment	% Asbestos Containing Material	Asbestos Type	Other Fibers
01-a	20230508-59	Yellow Patch		ND		cellulose, man-made fibers
01-b		Gray/Brown Material		ND		cellulose, man-made fibers
01-c		Dark Mastic	ash	ND		cellulose, man-made fibers
01-d		Built-Up Roofing	ash	60	Chrysotile	cellulose
01-e		Built-Up Roofing	ash	ND		cellulose
01-f		Built-Up Roofing	ash	ND		cellulose
01-g		Built-Up Roofing	ash	ND		cellulose
01-h		Built-Up Roofing	ash	60	Chrysotile	cellulose
01-i		Built-Up Roofing	ash	60	Chrysotile	cellulose
01-j		Concrete	crush	ND		cellulose

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.  
 Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116. Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1% PLM results can not be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

Analyzed By (Print) Alexis Heath	Date	Reviewed By (Print) Dennis Rauschenberg	Date
Analyzed By (Signature) 	Time	Reviewed By (Signature) 	Time



**COWLITZ PROJECT AREA MAP**

N.T.S.



DRIVING DIRECTIONS TO COWLITZ SALMON HATCHERY:  
 FROM TACOMA, TAKE I-5 SOUTH, DRIVE 68 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 12 MI., TURN RIGHT ONTO FULLER RD. FOLLOW FULLER RD. TO "T". TURN LEFT AND TRAVEL 1.1 MI. CONTINUE DOWNHILL TO SALMON HATCHERY.

**APPENDIX B**

Signature Page

Price Proposal Form

Certification of Compliance with Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Record of Prior Contracts



**SIGNATURE PAGE**

**CITY OF TACOMA  
POWER/GENERATION**

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

**REQUEST FOR BIDS SPECIFICATION NO. PG24-0116N  
COWLITZ SALMON HATCHERY EARLY REARING BUILDING  
REROOF**

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.***

\_\_\_\_\_  
Name of Bidder

**PROPOSAL**

	<b><u>QUANTITY</u></b>	<b><u>BID UNIT</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
<b><u>ITEM 1</u></b> Mobilization/Demobilization, per lump sum		LS	\$ _____	\$ _____
<b><u>ITEM 2</u></b> Removal and Disposal of Existing Top Roof Material, per Lump Sum		LS	\$ _____	\$ _____
<b><u>ITEM 3</u></b> Cowlitz Salmon Hatchery Early Rearing Building Reroof, per sq. ft.	17,300	SF	\$ _____	\$ _____
<b><u>ITEM 4</u></b> Replace Water Damaged Perlite Insulation, per Each.	20	EA	\$ _____	\$ _____
<b><u>ITEM 5</u></b> *Force Account			\$ _____	\$ <u>40,000</u>

\*Bidders shall include the \$ 40,000 figure as part of their overall bid.

\$ \_\_\_\_\_

**TOTAL ITEMS 1 - 5**

\*\*Sales Tax @ \_\_\_\_\_

\$ \_\_\_\_\_

(\*\*Note Paragraph 1.13 of General Provisions)

**TOTAL AMOUNT**

\$ \_\_\_\_\_



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 (7/11/2024), 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 Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

# CONTRACT

Resolution No.  
Contract No.

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

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

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

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

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

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

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

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

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

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

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

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



# PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

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

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

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

\_\_\_\_\_  
Specification No.  
\_\_\_\_\_  
Specification Title:  
\_\_\_\_\_  
Contract No.  
\_\_\_\_\_

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

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

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

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

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

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

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

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



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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE

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

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

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

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

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
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: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## 1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

## 2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
  - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contractpayment.

## 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 tiersubcontracts.

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. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

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

**APPENDIX A-1**

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**APPENDIX B—Sub-recipient information and requirements**

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(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 <i>by this action:</i> \$	(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:  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency:  DEPARTMENT OF THE TREASURY		Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement)  REIMBURSEMENT		





# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned, \_\_\_\_\_

as principal, and \_\_\_\_\_

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

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

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

**GENERAL RELEASE TO THE CITY OF TACOMA**

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

Signed at Tacoma, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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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 CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. 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
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 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. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

#### 3.2 Commercial (Business) Automobile Liability Insurance

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

#### 3.3 Workers' Compensation

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

#### 3.4 Employers' Liability Insurance

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

#### 3.5 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage





# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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the City of Tacoma damage claims for loss arising out of Contractor's work.

### 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 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

### 3.9 Other Insurance

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

### 3.10 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

# GENERAL PROVISIONS

(Revised December 15, 2020)

## SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

### 1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

#### A. Respondent's Proposal

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

#### B. Alterations of Proposals Not Allowed

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

#### C. Filling Out City Proposal Sheets

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

### 1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

### 1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

### 1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

## **1.05 LICENSES/PERMITS**

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

## **1.06 CONTRACTOR'S STATE REGISTRATION NUMBER**

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

## **1.07 BID IS NONCOLLUSIVE**

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

## **1.08 EVALUATION OF BID**

### **A. Price, Experience, Delivery Time and Responsibility**

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

### **B. Prequalified Electrical Contractor**

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

### **C. Insertions of Material Conflicting with Specifications**

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

### **D. Correction of Ambiguities and Obvious Errors**

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

## **1.09 WITHDRAWAL OF BID**

### **A. Prior to Bid Opening**

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

### **B. After Bid Opening**

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

## **1.10 OPENING OF BIDS**

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

## **1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION**

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

## **1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT**

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

## **1.13 TAXES**

### **A. Include In Proposal All Taxes**

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

### **B. Federal Excise Tax**

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

### **C. City of Tacoma Business and Occupation Tax**

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

## **1.14 FIRM PRICES/ESCALATION**

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

## **1.15 AWARD**

### **A. Construction and/or Labor Contracts**

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

### **B. Supply/Equipment Contracts**

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

## **1.16 INCREASE OR DECREASE IN QUANTITIES**

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

## **1.17 EXTENSION OF CONTRACT**

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

## 1.18 PAYMENT TERMS

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

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

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

## 1.20 COOPERATIVE PURCHASING

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

## 1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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



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

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

## **1.22 FEDERAL AID PROJECTS**

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

## **SECTION II - CONTRACT REQUIREMENTS**

### **2.01 CONTRACTOR'S RESPONSIBILITY**

#### **A. Contract Documents**

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

#### **B. Surety Bonds**

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

#### **C. Independent Contractor**

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

## **2.02 CONFLICTS IN SPECIFICATIONS**

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

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

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

## **2.03 INSPECTION**

### **A. Of the Work**

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

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

### **B. Inspector's Authority**

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

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

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

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

## **2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS**

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

## **2.05 INDEMNIFICATION**

### **A. Indemnification**

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

### **B. Limitation of Liability for Primarily Supply-Type Contracts**

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

## **2.06 CONTRACTOR'S INSURANCE**

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

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

## **2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT**

### **C. Assignment**

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

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

### **D. Subletting**

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

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

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

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

## **2.08 DELAY**

### **E. Extension of Time**

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

### **F. Unavoidable Delay**

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

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

## **2.09 GUARANTEE**

### **A. Guarantee for Construction, Labor or Services Contract**

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

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

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

### **B. Guarantee for Supply Contracts**

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

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

### **C. Guarantee Period Extension**

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

### **2.10 DEDUCTIONS FOR UNCORRECTED WORK**

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

### **2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Convenience**

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

#### **B. Termination for Cause**

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

**2.12 LIENS**

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

**2.13 LEGAL DISPUTES**

**A. General**

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

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

**B. Attorney Fees**

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

**2.14 DELIVERY**

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

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

Legal holidays of the City of Tacoma are:

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

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

**2.15 PACKING SLIPS AND INVOICES**

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

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

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