



City of Tacoma  
Neighborhood and Community  
Services Department

**SPECIFICATION NO.  
NC21-0731F**

**On-Call Securing  
Properties, 2022–2024,  
Rebid**

**Project No. 481000**

**CITY OF TACOMA**

**DEPARTMENT OF Neighborhood and  
Community Services Department**

**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT**

**FOR**

**SPECIFICATION NO.  
NC21-0731F**

**On-Call Securing Properties,  
2022-2024, Rebid**



**PROJECT NO. 481000**

Dan Seabrandts, P.E.  
Engineering Division  
Public Works Department

Room 520, Tacoma Municipal Building  
Tacoma, Washington 98421-2711

Mike Slade  
Engineering Division  
Public Works Department

Room 522, Tacoma Municipal Building  
Tacoma, Washington 98421-2711

SPECIFICATION NO.NC21-0731F

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City of Tacoma  
Neighborhood and Community Services

REQUEST FOR BIDS NC21-0731F  
On-Call Securing Properties, 2022-2024, Rebid

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, Tuesday, November 30, 2021**

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, [bids@cityoftacoma.org](mailto:bids@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.

**Submittal Delivery:** Sealed submittals will be received as follows:

<p><b>By Email:</b>  <a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a>  Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>
<p><b>By Carrier:</b>  If possible, please include a flash drive of your full submittal.</p> <p>City of Tacoma Procurement &amp; Payables Division  Tacoma Public Utilities  3628 S 35<sup>th</sup> Street  Tacoma, WA 98409</p>
<p><b>By Mail:</b>  If possible, please include a flash drive of your full submittal.</p> <p>City of Tacoma Procurement &amp; Payables Division  Tacoma Public Utilities  PO Box 11007  Tacoma, WA 98411-0007</p>

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained at the City’s plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

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

**Project Scope:** On-Call contract to provide board up of structures.

**Estimate:** \$510,000

**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. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**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 Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**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 Tina Eide, Senior Buyer by email to [teide@cityoftacoma.org](mailto:teide@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.**

## **SPECIAL REMINDER TO ALL BIDDERS**

**HEALTH & SAFETY:** Be sure to comply with all City of Tacoma health and safety requirements.

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

**PLEASE NOTE:** Be sure you have complied with all specifications and requirements and have signed all required documents.

**YOUR ATTENTION IS PARTICULARLY CALLED** to the following forms, which must be executed in full before the bid is submitted:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**

Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

Bidders shall meet the percent sub-contracting requirements listed on the EIC Requirement Form to be considered responsive. Bidders unable to meet the percent sub-contracting requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in PART III of these Specifications.

**FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.**

**POST AWARD FORMS EXECUTED UPON AWARD:**

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.
- F. GENERAL RELEASE.

**CODE OF ETHICS:** The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):**

The Local Employment and Apprenticeship Training Program (LEAP) has been adopted to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma. The Tacoma City Council established the mandatory LEAP program for public works contracts pursuant to Ordinance No. 28520. The primary goal is to provide an opportunity for City of Tacoma residents and Tacoma Public Utilities ratepayers to enter apprenticeship programs, acquire skills, and perform work that will provide living wages.

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or economically distressed areas of the Tacoma Public Utilities service area.

2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by apprentices who reside in the Tacoma Public Utilities service area.

NOTE: The two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in an economically distressed area of the Tacoma Public Utilities service area.

**CITY OF TACOMA  
FINANCE/PURCHASING DIVISION  
SPECIAL NOTICE TO BIDDERS**

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, 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:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

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

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

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

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

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

## **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.

**PART I**

**BID PROPOSAL AND CONTRACT FORMS**

# BID PROPOSAL

SPECIFICATION NO. NC21-0731F  
On-Call Securing Properties, 2022-2024, Rebid

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Specification No. NC21-0731F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

The following bid schedule contains a list of work items and quantities that will be used for calculating a total amount in order to determine the low Bidder. The stated unit bid quantities **below will specifically not be a part of the resultant contract documents and the actual Work** quantities during the life of this on-call contract may vary substantially from the unit quantities assigned by the City for purposes of determining the basis of award. The Unit Prices, however, submitted by the Contractor as part of this bid proposal will become part of the Contract and will be used throughout the life of this project. The winning Bidder shall not be entitled to any adjustment in its unit prices as a result of any variation – no matter how significant – between actual unit quantities and those used for purposes of determining the basis of award.

\*The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-26	Emergency Mode Mobilization Response Time within 45 minutes of City Request	725 Each	\$ _____ (\$150.00 Minimum Bid, see 8-26.5)	\$ _____
2. 8-26	Non-Emergency Mode Mobilization Response Time within 24 hours of City Request	100 Each	\$ _____	\$ _____
3. 8-26	Framing Installation, 1st Floor Opening	3,375 Square Foot	\$ _____	\$ _____
4. 8-26	Framing Installation, 2nd Floor Opening	100 Square Foot	\$ _____	\$ _____
5. 8-26	Plywood Installation, 1st Floor Opening	50,000 Square Foot	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
6 8-26	Solid Clear Polycarbonate Installation, 1st Floor Opening	1,000 Square Foot	\$ _____	\$ _____
7. 8-26	Plywood Installation, 2nd Floor Opening	200 Square Foot	\$ _____	\$ _____
8. 8-26	Plywood or Solid Clear Polycarbonate Re-Board	250 Each	\$ _____	\$ _____
9. 8-26	Plywood Sheet Delivery Only	600 Each	\$ _____	\$ _____
10. 8-26	Plywood Painting	200 Each	\$ _____	\$ _____
11. 8-26	Plywood Sign, Stenciled	200 Each	\$ _____	\$ _____

**BASE BID TOTAL (Items 1-11)** \$ \_\_\_\_\_

**Sales Tax (10.3%)** \$ \_\_\_\_\_

**Grand Total (Base Bid + Sales Tax)** \$ \_\_\_\_\_

**SIGNATURE PAGE**

**CITY OF TACOMA  
NEIGHBORHOOD AND COMMUNITY SERVICES**

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. NC21-0731F  
On-Call Securing Properties, 2022-2024, Rebid**

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

\_\_\_\_\_  
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.***

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

SIGN HERE \_\_\_\_\_

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_



City of Tacoma

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## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**November 16, 2021**), 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

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](#) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

### Equity in Contracting Requirements

Minority Business  
Enterprise Requirement

**8%**

Women Business  
Enterprise Requirement

**0%**

Small Business Enterprise  
Requirement

**0%**

A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com)\*

**MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07**

CCD/SBE: NC21-0731F  
Date of Record: 09/20/2021

\*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



City of Tacoma  
 Community & Economic Development  
 Office of Equity in Contracting  
 747 Market Street, Rm 900  
 Tacoma WA 98402  
 253-591-5075

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Spec. No. \_\_\_\_\_ Base Bid \* \$ \_\_\_\_\_ **Complete company names and phone numbers are required to verify your usage of qualifying firms.**

a. Company Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %		j. WBE Utilization %		k. SBE Utilization %			

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

\_\_\_\_\_  
 Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
 Signature of Responsible Officer

\_\_\_\_\_  
 Date

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

**The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.**

This form when submitted with your bid provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

13. Block "k" – The percent of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column "h") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "h" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

# CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20\_\_\_\_, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“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. Enter Spec Number and Enter 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. Enter Spec Number and Enter 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.
- 

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

II. 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
2. List remaining Contract Documents in applicable controlling order.

III. The Contract terminates on xxxxx. {May remove if not applicable}

IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:  
\$ \_\_\_\_\_, plus any applicable taxes.

V. 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.

VI. 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.

VII. 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.

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- 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.
- X. 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, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

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



# 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.

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

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

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

SAMPLE



# 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 \_\_\_\_\_  
between \_\_\_\_\_ and the City of Tacoma,  
(Themselves or Itself) Project / Spec. #  
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 \_\_\_\_\_

**PART II**

**SPECIAL PROVISIONS**

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1 **INTRODUCTION**  
2 **(April 1, 2018 Tacoma GSP)**

3  
4 The following special provisions shall be used in conjunction with the "2021 Standard  
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for  
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State  
7 Department of Transportation (WSDOT). State Standard Specifications are available  
8 through WSDOT, by calling (360) 705-7430, emailing [engrpubs@wsdot.wa.gov](mailto:engrpubs@wsdot.wa.gov), or may  
9 be downloaded, free of charge, from this location on the WSDOT home page:  
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

11  
12 These Special Provisions are made up of both General Special Provisions (GSPs) from  
13 various sources, which may have project-specific fill-ins; and project-specific Special  
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or  
16 addition to any subsection or portion of the Standard Specifications is meant to pertain  
17 only to that particular portion of the section, and in no way should it be interpreted that  
18 the balance of the section does not apply.

19  
20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its  
21 source, as follows:

22 *(May 18, 2007 APWA GSP)*  
23 *(August 7, 2006 WSDOT GSP)*  
24 *(April 2, 2007 Tacoma GSP)*  
25

26  
27 The project specific Special Provisions are labeled under the headers of each Special  
28 Provision as follows:

29 **(\*\*\*\*\*)**  
30

31 A pre-bid conference will be not be held.

32  
33 **DESCRIPTION OF WORK**

34 **(\*\*\*\*\*)**  
35

36 The City anticipates an estimated \$510,000 (plus sales tax) may be used for on-call  
37 services for a period of 2-years with an option to extend or renewal the contract for one  
38 additional year to secure buildings as requested by the City, including the Tacoma Police  
39 Department, the Tacoma Fire Department, and the City's Neighborhood and Community  
40 Services Department. This work shall include all labor, materials and equipment  
41 necessary to secure building openings in structures damaged by natural disasters, fire,  
42 burglary, vandalism, unauthorized entry, for the protection from weather, to protect  
43 neighboring properties, or to meet other emergent needs as identified by the City.

44  
45 Building openings shall be secured and/or re-secured using plywood or as directed by  
46 the City to use a solid clear polycarbonate sheet(s), wood studs and metal fasteners.  
47 The plywood used to secure openings may be required to be painted on the exterior face  
48  
49  
50

1 The Contractor shall be available to secure buildings across the City 24-hours a day, 7-  
2 days a week, with a mobilization response time conforming to either an Emergency  
3 Mode (deliver services within 45 minutes of City request), or Non-Emergency Mode  
4 schedule (deliver services the same day or the following day of City request), as required  
5 by the City. The Contractor shall have the resources to address the City's need to secure  
6 properties at all times

7  
8 The City does not guarantee a specific amount of work. The work will be assigned by  
9 work order, and each work order will address the scope of work and time frame for  
10 completion at each site

11  
12  
13  
14  
15  
16

**END OF SECTION**

1  
2 **1-01 DEFINITIONS AND TERMS**

3  
4 **1-01.3 Definitions**  
5 **(January 4, 2016 APWA GSP)**

6  
7 *Delete the heading Completion Dates and the three paragraphs that follow it, and*  
8 *replace them with the following:*  
9

10 **Dates**

11 ***Bid Opening Date***

12 The date on which the Contracting Agency publicly opens and reads the Bids.

13 ***Award Date***

14 The date of the formal decision of the Contracting Agency to accept the lowest  
15 responsible and responsive Bidder for the Work.

16 ***Contract Execution Date***

17 The date the Contracting Agency officially binds the Agency to the Contract.

18 ***Notice to Proceed Date***

19 The date stated in the Notice to Proceed on which the Contract time begins.

20 ***Substantial Completion Date***

21 The day the Engineer determines the Contracting Agency has full and unrestricted  
22 use and benefit of the facilities, both from the operational and safety standpoint, any  
23 remaining traffic disruptions will be rare and brief, and only minor incidental work,  
24 replacement of temporary substitute facilities, plant establishment periods, or  
25 correction or repair remains for the Physical Completion of the total Contract.

26 ***Physical Completion Date***

27 The day all of the Work is physically completed on the project. All documentation  
28 required by the Contract and required by law does not necessarily need to be  
29 furnished by the Contractor by this date.

30 ***Completion Date***

31 The day all the Work specified in the Contract is completed and all the obligations of  
32 the Contractor under the contract are fulfilled by the Contractor. All documentation  
33 required by the Contract and required by law must be furnished by the Contractor  
34 before establishment of this date.

35 ***Final Acceptance Date***

36 The date on which the Contracting Agency accepts the Work as complete.  
37

38 *Supplement this Section with the following:*  
39

40 All references in the Standard Specifications, Amendments, or WSDOT General Special  
41 Provisions, to the terms "Department of Transportation", "Washington State  
42 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",  
43 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".  
44

45 All references to the terms "State" or "state" shall be revised to read "Contracting  
46 Agency" unless the reference is to an administrative agency of the State of Washington,  
47 a State statute or regulation, or the context reasonably indicates otherwise.

1 All references to “State Materials Laboratory” shall be revised to read “Contracting  
2 Agency designated location”.

3  
4 All references to “final contract voucher certification” shall be interpreted to mean the  
5 Contracting Agency form(s) by which final payment is authorized, and final completion  
6 and acceptance granted.

7  
8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in the Bid  
10 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition  
11 to the base bid.

12  
13 **Alternate**

14 One of two or more units of work or groups of bid items, identified separately in the Bid  
15 Proposal, from which the Contracting Agency may make a choice between different  
16 methods or material of construction for performing the same work.

17  
18 **Business Day**

19 A business day is any day from Monday through Friday except holidays as listed in  
20 Section 1-08.5.

21  
22 **Contract Bond**

23 The definition in the Standard Specifications for “Contract Bond” applies to whatever  
24 bond form(s) are required by the Contract Documents, which may be a combination of a  
25 Payment Bond and a Performance Bond.

26  
27 **Contract Documents**

28 See definition for “Contract”.

29  
30 **Contract Time**

31 The period of time established by the terms and conditions of the Contract within which  
32 the Work must be physically completed.

33  
34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying the  
36 Contracting Agency’s acceptance of the Bid Proposal.

37  
38 **Notice to Proceed**

39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
40 and directing the Contractor to proceed with the Work and establishing the date on  
41 which the Contract time begins.

42  
43 **Traffic**

44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,  
45 and equestrian traffic.

46  
47 *This section is supplemented with the following:*

48 **(April 15, 2020 Tacoma GSP)**

49  
50 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

1  
2 All references in the Standard Specifications to the term “Proposal Bond” shall be  
3 revised to read “Bid Bond.”  
4

5 **Base Bid**

6 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,  
7 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to  
8 Section 1-07.2.  
9

10 **Calendar Day**

11 The time period of 24 hours measured from midnight to the next midnight, including  
12 weekends and holidays.  
13

14 **Change Order**

15 A written order to the Contractor, issued by the Contracting Agency after execution of  
16 the contract, authorizing an addition, deletion, or other revision in the Work, within the  
17 scope of the Contract Documents, and establishing the basis of payment and time  
18 adjustments, if any, for the Work affected by the change.  
19

20 **Day**

21 Unless otherwise specified, a calendar day.  
22

23 **Deductive**

24 A supplemental unit of work or group of Bid Items, identified separately in the Bid, which  
25 may, at the discretion of the Contract Agency, be deducted from the Base Bid should the  
26 Contract Agency choose not to Award the total Base Bid.  
27

28 **Grand Total Price**

29 The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates,  
30 Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.  
31

32 **Standard Specifications**

33 Divisions One through Nine of the specified edition of the WSDOT “Standard  
34 Specifications for Road, Bridge, and Municipal Construction.”  
35

36  
37 **END OF SECTION**  
38

1 **1-02 BID PROCEDURES AND CONDITIONS**

2  
3 **1-02.1 Prequalification of Bidders**

4 *Delete this section and replace it with the following:*

5  
6 **1-02.1 Qualifications of Bidder**  
7 **(January 24, 2011 APWA GSP)**

8  
9 Before award of a public works contract, a bidder must meet at least the minimum  
10 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified  
11 to be awarded a public works project.

12  
13 *Add the following new section:*

14 **1-02.1(1) Supplemental Qualifications Criteria**  
15 **(March 25, 2009 Tacoma GSP)**

16  
17 In addition, the Contracting Agency has established Contracting Agency-specific and/or  
18 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for  
19 determining Bidder responsibility, including the basis for evaluation and the deadline for  
20 appealing a determination that a Bidder is not responsible. These criteria are contained  
21 in the Section 1-02.14 Option C of these Special Provisions.

22  
23 **1-02.2 Plans and Specifications**  
24 **(June 27, 2011 APWA GSP)**

25 *Delete this section and replace it with the following:*

26  
27 Information as to where Bid Documents can be obtained or reviewed can be found in the  
28 Call for Bids (Advertisement for Bids) for the work.

29  
30 Additional plans and Contract Provisions may be obtained by the Contractor from the  
31 source stated in the Call for Bids, at the Contractor's own expense.

32  
33 **1-02.4(1) General**  
34 **(August 15, 2016 APWA GSP Option B)**

35  
36 *The first sentence of the last paragraph is revised to read:*

37  
38 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
39 shall request the explanation or interpretation in writing by close of business 6 business  
40 days preceding the bid opening to allow a written reply to reach all prospective Bidders  
41 before the submission of their Bids.

42  
43 **1-02.5 Proposal Forms**  
44 **(July 31, 2017 APWA GSP)**

45 *Delete this section and replace it with the following:*

46  
47 The Proposal Form will identify the project and its location and describe the work. It will  
48 also list estimated quantities, units of measurement, the items of work, and the materials  
49 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
50 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
51 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
52 of addenda; the bidder's name, address, telephone number, and signature; the bidder's

1 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's  
2 Registration Number; and a Business License Number, if applicable. Bids shall be  
3 completed by typing or shall be printed in ink by hand, preferably in black ink. The  
4 required certifications are included as part of the Proposal Form.  
5

6 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
7 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
8 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
9 specified.  
10

11 **1-02.6 Preparation of Proposal**  
12 **(July 11, 2018 APWA GSP)**  
13

14 *Supplement the second paragraph with the following:*

- 15 4. If a minimum bid amount has been established for any item, the unit or lump  
16 sum price must equal or exceed the minimum amount stated.  
17 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
18 initialed by the signer of the bid.  
19

20 *Delete the last two paragraphs, and replace them with the following:*  
21

22 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any  
23 Subcontractor to perform those items of work.  
24

25 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
26 Compliance form, provided by the Contracting Agency. Failure to return this certification  
27 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for  
28 Award. A Contractor Certification of Wage Law Compliance form is included in the  
29 Proposal Forms.  
30

31 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.  
32

33 A bid by a corporation shall be executed in the corporate name, by the president or a  
34 vice president (or other corporate officer accompanied by evidence of authority to sign).  
35

36 A bid by a partnership shall be executed in the partnership name, and signed by a  
37 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any  
38 UDBE requirements are to be satisfied through such an agreement.  
39

40 A bid by a joint venture shall be executed in the joint venture name and signed by a  
41 member of the joint venture. A copy of the joint venture agreement shall be submitted  
42 with the Bid Form if any UDBE requirements are to be satisfied through such an  
43 agreement.  
44

45 *The fourth paragraph is revised to read:*  
46 **(October 18, 2013 Tacoma GSP)**  
47

48 The bidder shall submit the following completed forms:  
49 City of Tacoma – Equity in Contracting Utilization Form  
50  
51  
52

1 *Add the following new section:*

2  
3 **1-02.6(1) Recycled Materials Proposal**  
4 **(January 4, 2016 APWA GSP)**

5  
6 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials  
7 into the project, using the form provided in the Contract Provisions.

8  
9 **1-02.7 Bid Deposit**  
10 **(March 1, 2021 Tacoma GSP)**

11 *Delete this section and replace it with the following:*

12  
13 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit  
14 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any  
15 proposal bond shall be on the Contracting Agency's form and shall be signed by the  
16 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify  
17 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington  
18 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List  
19 in the State of Washington published by the Office of the Insurance Commissioner.

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

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

27 **Original bid bonds or cashier's check will be delivered to:**

28 City of Tacoma Procurement & Payables Division  
29 Tacoma Public Utilities  
30 P.O. Box 11007  
31 Tacoma, WA 98411-0007

32  
33 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

34  
35 **1-02.9 Delivery of Proposal**  
36 **(May 17, 2018 APWA GSP, Option A)**

37 *Delete this section and replace it with the following:*

38  
39 Each Proposal shall be submitted in a sealed envelope, with the Project Name and  
40 Project Number as stated in the Call for Bids clearly marked on the outside of the  
41 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and  
42 delivery.

1 To be considered responsive on a FHWA-funded project, the Bidder may be required to  
2 submit the following items, as required by Section 1-02.6:

- 3
- 4 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
- 5 completed DBE Utilization Certification (WSDOT 272-056)
- 6 • Good Faith Effort (GFE) Documentation
- 7 • DBE Bid Item Breakdown (WSDOT 272-054)
- 8 • DBE Trucking Credit Form (WSDOT 272-058)
- 9

10 These documents, if applicable, shall be received either with the Bid Proposal or as a  
11 supplement to the Bid. These documents shall be received **no later than 24 hours** (not  
12 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid  
13 Proposal.

14

15 If submitted after the Bid Proposal is due, the document(s) must be submitted in a  
16 sealed envelope labeled the same as for the Proposal, with "Supplemental Information"  
17 added. All other information required to be submitted with the Bid Proposal must be  
18 submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

19

20 The Contracting Agency will not open or consider any Bid Proposal that is received after  
21 the time specified in the Call for Bids for receipt of Bid Proposals, or received in a  
22 location other than that specified in the Call for Bids. The Contracting Agency will not  
23 open or consider any "Supplemental Information" (DBE confirmations, or GFE  
24 documentation) that is received after the time specified above, or received in a location  
25 other than that specified in the Call for Bids.

26

27 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
28 **(March 16, 2016 Tacoma GSP)**

29 Delete this section and replace it with the following:

30

31 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw,  
32 revise, or supplement it if:

- 33 1. The Bidder submits a written request signed by an authorized person, and
- 34 2. The Contracting Agency receives the request before the time set for receipt  
35 of Proposals.
- 36 3. The revised or supplemented Bid Proposal (if any) is received by the  
37 Contracting Agency before the time set for receipt of Bid Proposals.
- 38

39 The original Bid Proposal may be supplemented, or revised and resubmitted as the  
40 official Bid Proposal if the Contracting Agency receives it before the time set for receipt  
41 of Proposals.

42

43 **1-02.12 Public Opening of Proposals**  
44 **(March 1, 2021 Tacoma GSP)**

45 Proposals will be opened and publicly read via webcast at the time indicated in the call  
46 for Bids unless the Bid opening has been delayed or canceled.

1 This public bid opening will be held via webinar. Please use the link below or on the  
2 Request for Bids page to join the webinar:

3  
4 <https://us02web.zoom.us/j/83250498294>

5  
6 Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

7  
8 **1-02.13 Irregular Proposals**  
9 **(October 18, 2013 Tacoma GSP)**

10 *Delete this section and replace it with the following:*

- 11  
12 1. A proposal will be considered irregular and will be rejected if:  
13 a. The Bidder is not prequalified when so required;  
14 b. The authorized proposal form furnished by the Contracting Agency is not  
15 used or is altered;  
16 c. The completed proposal form contains any unauthorized additions,  
17 deletions, alternate Bids, or conditions;  
18 d. The Bidder adds provisions reserving the right to reject or accept the award,  
19 or enter into the Contract;  
20 e. A price per unit cannot be determined from the Bid Proposal;  
21 f. The Proposal form is not properly executed;  
22 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
23 applicable, as required in Section 1-02.6;  
24 h. The bidder fails to submit or properly complete the EIC forms as required in  
25 Section 1-02.6;  
26 i. The Bid Proposal does not constitute a definite and unqualified offer to meet  
27 the material terms of the Bid invitation; or  
28 j. More than one proposal is submitted for the same project from a Bidder  
29 under the same or different names.  
30 2. A Proposal may be considered irregular and may be reject if:  
31 a. The Proposal does not include a unit price for every Bid item;  
32 b. Any of the unit prices are excessively unbalanced (either above or below the  
33 amount of a reasonable Bid) to the potential detriment of the Contracting  
34 Agency;  
35 c. Receipt of Addenda is not acknowledged;  
36 d. A member of a joint venture or partnership and the joint venture or  
37 partnership submit Proposals for the same project (in such an instance, both  
38 Bids may be rejected); or  
39 e. If Proposal form entries are not made in ink.

40  
41 **1-02.14 Disqualification of Bidders**  
42 **(October 18, 2013 Tacoma GSP)**

43 *Delete this section and replace it with the following:*

44  
45 A Bidder will be deemed not responsible if:

- 46 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW  
47 39.04.350(1), as amended; or  
48 2. evidence of collusion exists with any other Bidder or potential Bidder.  
49 Participants in collusion will be restricted from submitting further bids; or

- 1           3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
- 2           work or to the full extent of the bid, or to the extent that the bid exceeds the
- 3           authorized prequalification amount as may have been determined by a
- 4           prequalification of the Bidder; or
- 5           4. an unsatisfactory performance record exists based on past or current
- 6           Contracting Agency work or for work done for others, as judged from the
- 7           standpoint of conduct of the work; workmanship; or progress; affirmative
- 8           action; equal employment opportunity practices; termination for cause; or
- 9           Disadvantaged Business Enterprise, Minority Business Enterprise, or
- 10          Women's Business Enterprise utilization; or
- 11          5. there is uncompleted work (Contracting Agency or otherwise) which in the
- 12          opinion of the Contracting Agency might hinder or prevent the prompt
- 13          completion of the work bid upon; or
- 14          6. the Bidder failed to settle bills for labor or materials on past or current
- 15          contracts, unless there are extenuating circumstances acceptable to the
- 16          Contracting Agency; or
- 17          7. the Bidder has failed to complete a written public contract or has been
- 18          convicted of a crime arising from a previous public contract, unless there are
- 19          extenuating circumstances acceptable to the Contracting Agency; or
- 20          8. the Bidder is unable, financially or otherwise, to perform the work, in the
- 21          opinion of the Contracting Agency; or
- 22          9. there are any other reasons deemed proper by the Contracting Agency; or
- 23          10. the Bidder fails to meet the Project-specific supplemental bidder responsibility
- 24          criteria listed in the Notice to All Bidders; or
- 25          11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.
- 26

27       As evidence that the Bidder meets the bidder responsibility criteria above, the apparent  
28       two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid  
29       submittal deadline, documentation (sufficient in the sole judgment of the Contracting  
30       Agency) demonstrating compliance with all applicable responsibility criteria, including all  
31       documentation specifically listed in the supplemental criteria. The Contracting Agency  
32       reserves the right to request such documentation from other Bidders as well, and to  
33       request further documentation as needed to assess bidder responsibility.

34  
35       The basis for evaluation of Bidder compliance with these supplemental criteria shall be  
36       any documents or facts obtained by Contracting Agency (whether from the Bidder or  
37       third parties) which any reasonable owner would rely on for determining such  
38       compliance, including but not limited to: (i) financial, historical, or operational data from  
39       the Bidder; (ii) information obtained directly by the Contracting Agency from owners for  
40       whom the Bidder has worked, or other public agencies or private enterprises; and (iii)  
41       any additional information obtained by the Contracting Agency which is believed to be  
42       relevant to the matter.

43  
44       If the Contracting Agency determines the Bidder does not meet the bidder responsibility  
45       criteria above and is therefore not a responsible Bidder, the Contracting Agency shall  
46       notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees  
47       with this determination, it may appeal the determination within 24 hours of receipt of the  
48       Contracting Agency's determination by presenting its appeal to the Contracting Agency.  
49       The Contracting Agency will consider the appeal before issuing its final determination. If  
50       the final determination affirms that the Bidder is not responsible, the Contracting Agency

1 will not execute a contract with any other Bidder until at least two business days after the  
2 Bidder determined to be not responsible has received the final determination.

3  
4 **1-02.15 Pre Award Information**  
5 **(August 14, 2013 APWA GSP)**

6  
7 *Revise this section to read:*

8  
9 Before awarding any contract, the Contracting Agency may require one or more of these  
10 items or actions of the apparent lowest responsible bidder:

- 11 1. A complete statement of the origin, composition, and manufacture of any or all  
12 materials to be used,
- 13 2. Samples of these materials for quality and fitness tests,
- 14 3. A progress schedule (in a form the Contracting Agency requires) showing the  
15 order of and time required for the various phases of the work,
- 16 4. A breakdown of costs assigned to any bid item,
- 17 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 18 6. Obtain, and furnish a copy of, a business license to do business in the city or  
19 county where the work is located.
- 20 7. Any other information or action taken that is deemed necessary to ensure that  
21 the bidder is the lowest responsible bidder.

22  
23  
24 **END OF SECTION**  
25

1 **1-03 AWARD AND EXECUTION OF CONTRACT**

2  
3 **1-03.1 Consideration of Bids**  
4 **(January 23, 2006 APWA GSP)**

5 *Revise the first paragraph to read:*

6  
7 After opening and reading proposals, the Contracting Agency will check them for  
8 correctness of extensions of the prices per unit and the total price. If a discrepancy  
9 exists between the price per unit and the extended amount of any bid item, the price per  
10 unit will control. If a minimum bid amount has been established for any item and the  
11 bidder's unit or lump sum price is less than the minimum specified amount, the  
12 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum  
13 specified amount and recalculate the extension. The total of extensions, corrected  
14 where necessary, including sales taxes where applicable and such additives and/or  
15 alternates as selected by the Contracting Agency, will be used by the Contracting  
16 Agency for award purposes and to fix the Awarded Contract Price amount and the  
17 amount of the contract bond.

18  
19 **1-03.2 Award of Contract**  
20 **(March 27, 2003 Tacoma GSP)**

21  
22 All references to 45 calendar days shall be revised to read 60 calendar days.

23  
24 **1-03.3 Execution of Contract**  
25 **(October 1, 2005 APWA GSP)**

26 *Revise this section to read:*

27  
28 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
29 available for signature by the successful bidder on the first business day following  
30 award. The number of copies to be executed by the Contractor will be determined by the  
31 Contracting Agency.

32  
33 Within 10 calendar days after the award date, the successful bidder shall return the  
34 signed Contracting Agency-prepared contract, an insurance certification as required by  
35 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
36 execution of the contract by the Contracting Agency, the successful bidder shall provide  
37 any pre-award information the Contracting Agency may require under Section 1-02.15.

38  
39 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
40 Agency nor shall any work begin within the project limits or within Contracting Agency-  
41 furnished sites. The Contractor shall bear all risks for any work begun outside such  
42 areas and for any materials ordered before the contract is executed by the Contracting  
43 Agency.

44  
45 If the bidder experiences circumstances beyond their control that prevents return of the  
46 contract documents within the calendar days after the award date stated above, the  
47 Contracting Agency may grant up to a maximum of 10 additional calendar days for  
48 return of the documents, provided the Contracting Agency deems the circumstances  
49 warrant it.

1 **1-03.4 Contract Bond**  
2 **(July 23, 2015 APWA GSP)**

3 *Delete the first paragraph and replace it with the following:*

4  
5 The successful bidder shall provide executed payment and performance bond(s) for the  
6 full contract amount. The bond may be a combined payment and performance bond; or  
7 be separate payment and performance bonds. In the case of separate payment and  
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 9 1. Be on Contracting Agency-furnished form(s);
- 10 2. Be signed by an approved surety (or sureties) that:
  - 11 a. Is registered with the Washington State Insurance Commissioner, and
  - 12 b. Appears on the current Authorized Insurance List in the State of Washington  
13 published by the Office of the Insurance Commissioner,
- 14 3. Guarantee that the Contractor will perform and comply with all obligations, duties,  
15 and conditions under the Contract, including but not limited to the duty and  
16 obligation to indemnify, defend, and protect the Contracting Agency against all  
17 losses and claims related directly or indirectly from any failure:
  - 18 a. Of the Contractor (or any of the employees, subcontractors, or lower tier  
19 subcontractors of the Contractor) to faithfully perform and comply with all  
20 contract obligations, conditions, and duties, or
  - 21 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the  
22 Contractor) to pay all laborers, mechanics, subcontractors, lower tier  
23 subcontractors, material person, or any other person who provides supplies  
24 or provisions for carrying out the work;
- 25 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on  
26 the project under titles 50, 51, and 82 RCW; and
- 27 5. Be accompanied by a power of attorney for the Surety's officer empowered to  
28 sign the bond; and
- 29 6. Be signed by an officer of the Contractor empowered to sign official statements  
30 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be  
31 signed by the president or vice president, unless accompanied by written proof of  
32 the authority of the individual signing the bond(s) to bind the corporation (i.e.,  
33 corporate resolution, power of attorney, or a letter to such effect signed by the  
34 president or vice president).

35  
36 *Add the following new section:*

37  
38 **1-03.5 Failure to Execute Contract**  
39 **(April 15, 2020 Tacoma GSP)**

40 *The first sentence is revised to read:*

41  
42 Failure to return the insurance certification and bond with the signed contract as required  
43 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required  
44 in the contract, or failure or refusal to sign the Contract, or failure to register as a  
45 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit  
46 of this Bidder

47  
48 **END OF SECTION**

1 **1-04 SCOPE OF THE WORK**

2  
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
4 **Specifications, and Addenda**  
5 **(March 13, 2012 APWA GSP)**

6 *Revise the second paragraph to read:*

7  
8 Any inconsistency in the parts of the contract shall be resolved by following this order of  
9 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 10 1. Addenda,
- 11 2. Proposal Form,
- 12 3. Special Provisions,
- 13 4. Contract Plans,
- 14 5. Amendments to the Standard Specifications,
- 15 6. Standard Specifications,
- 16 7. Contracting Agency's Standard Plans or Details (if any), and
- 17 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

18  
19 **1-04.6 Variation in Estimated Quantities**

20 **(\*\*\*\*\*)**

21 *This section is deleted and revised to read:*

22  
23 The City does not guarantee a specific amount of work in this on-call contract.

24  
25 The Proposal contains a list of work items and quantities that will be used for calculating  
26 a total amount in order to determine the low Bidder. The unit bid quantities in the  
27 Proposal will specifically not be a part of the resultant contract documents and the actual  
28 Work quantities during the life of this on-call contract may vary substantially from the unit  
29 quantities assigned by the City for purposes of determining the basis of award. The Unit  
30 Prices, however, submitted by the Contractor as part of this bid proposal will become  
31 part of the Contract and will be used throughout the life of this project. The Contractor  
32 shall not be entitled to any adjustment in its unit prices as a result of any variation – no  
33 matter how significant – between actual unit quantities and those used for purposes of  
34 determining the basis of award.

35  
36 Payment to the Contractor will be made only for the actual quantities of Work performed  
37 and accepted in conformance with the contract.

38  
39  
40 **END OF SECTION**

1 **1-05 CONTROL OF WORK**

2  
3 **1-05.3 Working Drawings**  
4 **(January 13, 2011 Tacoma GSP)**

5 *This section is deleted in its entirety and replaced with the following:*

6  
7 **1-05.3 Submittals**

8  
9 The Contractor shall not install materials or equipment, which require submittals, until  
10 reviewed by the Contracting Agency.

11  
12 The Contractor shall submit four (4) copies to the Engineer of all submittals required by  
13 the Contract Documents, unless otherwise required in these Special Provisions. This  
14 includes, but is not limited to:

- 15 • Shop Drawings/Plans
- 16 • Product Data
- 17 • Samples
- 18 • Reports
- 19 • Material Submittals (Ref. 1-06)
- 20 • Progress Schedules (Ref. 1-08.3)
- 21 • Guarantees/Warranties (Ref. 1-05.10)

22  
23 The Engineer will return one (1) copy to the Contractor.

24  
25 **1-05.3(1) Submittal Schedule**

26  
27 In conformance with section 1-08.3, the progress schedule shall be submitted and  
28 reviewed prior to commencing any work.

29  
30 No claim will be allowed for damages or extension of time resulting from rejection of a  
31 submittal or the requirement of resubmittals as outlined by this section.

32  
33 The Engineer's review will be completed as quickly as possible, but may require up to  
34 ten (10) working days from the date the submittals or resubmittals are received until they  
35 are sent to the Contractor. If more than ten (10) working days are required for the  
36 Engineer's review of any individual submittal or resubmittal, an extension of time will be  
37 considered in accordance with Section 1-08.8.

38  
39 **1-05.3(2) Submittal Procedures**

40  
41 Contractor submittals shall be in accordance with the following:

42  
43 The Contractor shall thoroughly review each submittal for dimensions, quantities, and  
44 details of the material or item shown. The Contractor shall review each submittal and  
45 note any errors, omissions, or deviations with the Contract Documents. The Contractor  
46 shall accept full responsibility for the completeness of each submittal.

1 Each submittal shall have a unique number assigned to it, and the transmittals shall be  
2 sequentially numbered. The numbering of resubmittals shall meet the requirements of  
3 Section 1-05.3(4). On each page, indicate the page number, and total number of pages  
4 in each submittal.

5  
6 Each submittal shall indicate the intended use of the item in the work. When catalog  
7 pages are submitted, applicable items shall be clearly identified. The current revision,  
8 issue number, and data shall be indicated on all drawings and other descriptive data.

9  
10 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the  
11 end of this section. Upon request, an electronic copy of the Submittal Transmittal Form  
12 will be made available to the Contractor.

13  
14 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the  
15 following information on each submittal, in a clear space on the front of the submittal:

- 16
- 17 • Project Name: On-Call Securing Properties, 2022-2024, Rebid
- 18 • Project Specification Number: NC21- 0731F
- 19 • Project No. 481000
- 20 • Submittal Date
- 21 • Description of Submittal
- 22 • Sequential, unique submittal number.
- 23 • Related Specification Section and/or plan sheet
- 24 • The following statement: "This document has been detail-checked for accuracy of  
25 content and for compliance with the Contract documents. The information  
26 contained herein has been fully coordinated with all involved Subcontractors."
- 27 • Printed or typed name and signature of Contractor.
- 28

29 When submitting product data, the Contractor shall modify drawings to delete any  
30 information not applicable to the project and add information that is applicable to the  
31 project. The Contractor shall mark copies of printed material to clearly identify the  
32 pertinent materials, products or models.

33  
34 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional  
35 characteristics of product or material and full range of colors available. Field samples  
36 and mock-ups, where required, shall be erected at the project site where directed by the  
37 Engineer.

38  
39 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in  
40 submittals from requirements of the Contract documents.

41  
42 The City shall not be responsible for delays in reviewing submittals not submitted in  
43 accordance with these specifications.

#### 44 45 **1-05.3(3) Engineer's Review of Submittals**

46  
47 The Engineer's review of drawings and data submitted by the Contractor will cover only  
48 general conformity with the Contract drawings and specifications. The Engineer's review

1 of submittals shall not relieve the Contractor from responsibility for errors, omissions,  
2 deviations, or responsibility for compliance with the Contract documents.  
3 Review of a separate item does not constitute review of an assembly in which the item  
4 functions.

5  
6 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH  
7 COMMENTS", no additional copies need to be furnished. The Contractor shall comply  
8 with any comments on the return submittal.

9  
10 **1-05.3(4) Resubmittals**

11  
12 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE  
13 REMARKS," the Contractor shall make the corrections as noted and instructed by the  
14 Engineer and resubmit four (4) copies. The Contractor shall not install material or  
15 equipment that has received a review status of "AMEND AND RESUBMIT" or  
16 REJECTED, SEE REMARKS".

17  
18 When corrected copies are resubmitted, the Contractor shall in writing direct specific  
19 attention to all revisions and shall list separately any revision made other than those  
20 called for by the Engineer on previous submittals. Resubmittals shall bear the number of  
21 the original submittal followed by a letter (A, B, etc.) to indicate the sequence of the  
22 resubmittal.

23  
24 The Contractor shall revise returned submittals as required and resubmit until final  
25 review is obtained.

26  
27 The Contractor shall verify that all exceptions previously noted by the Engineer have  
28 been accounted for.

29  
30 **1-05.3(5) Submittal Requirements by Section**

31  
32 The following is a summary of submittal requirements. This summary is not inclusive of  
33 all submittal requirements. The Contractor shall review each individual section in the  
34 applicable provisions or specifications, as noted below, for specific requirements.

35

Section	Description
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-05.13(1)	Emergency Contact List
8-26	Wood Products
8-26	Solid Clear Polycarbonate
8-26	Fasteners
8-26	Paint

36  
37  
38

1 **1-05.7 Removal of Defective and Unauthorized Work**  
2 **(October 1, 2005 APWA GSP)**

3 *Supplement this section with the following:*  
4

5 If the Contractor fails to remedy defective or unauthorized work within the time specified  
6 in a written notice from the Engineer, or fails to perform any part of the work required by  
7 the Contract Documents, the Engineer may correct and remedy such work as may be  
8 identified in the written notice, with Contracting Agency forces or by such other means  
9 as the Contracting Agency may deem necessary.

10  
11 If the Contractor fails to comply with a written order to remedy what the Engineer  
12 determines to be an emergency situation, the Engineer may have the defective and  
13 unauthorized work corrected immediately, have the rejected work removed and  
14 replaced, or have work the Contractor refuses to perform completed by using  
15 Contracting Agency or other forces. An emergency situation is any situation when, in the  
16 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause  
17 serious risk of loss or damage to the public.

18  
19 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
20 remedying defective or unauthorized work, or work the Contractor failed or refused to  
21 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
22 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
23 include in particular, but without limitation, compensation for additional professional  
24 services required, and costs for repair and replacement of work of others destroyed or  
25 damaged by correction, removal, or replacement of the Contractor's unauthorized work.  
26

27 No adjustment in Contract time or compensation will be allowed because of the delay in  
28 the performance of the work attributable to the exercise of the Contracting Agency's  
29 rights provided by this Section.  
30

31 The rights exercised under the provisions of this section shall not diminish the  
32 Contracting Agency's right to pursue any other avenue for additional remedy or  
33 damages with respect to the Contractor's failure to perform the work as required.  
34

35 **1-05.11 Final Inspection**

36 *Delete this section and replace it with the following:*  
37

38 **1-05.11 Final Inspections and Operational Testing**  
39 **(October 1, 2005 APWA GSP)**  
40

41 **1-05.11(1) Substantial Completion Date**  
42

43 When the Contractor considers the work to be substantially complete, the Contractor  
44 shall so notify the Engineer and request the Engineer establish the Substantial  
45 Completion Date. The Contractor's request shall list the specific items of work that  
46 remain to be completed in order to reach physical completion. The Engineer will  
47 schedule an inspection of the work with the Contractor to determine the status of  
48 completion. The Engineer may also establish the Substantial Completion Date  
49 unilaterally.  
50

1 If, after this inspection, the Engineer concurs with the Contractor that the work is  
2 substantially complete and ready for its intended use, the Engineer, by written notice to  
3 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
4 Engineer does not consider the work substantially complete and ready for its intended  
5 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
6 therefore.

7  
8 Upon receipt of written notice concurring in or denying substantial completion, whichever  
9 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
10 interruption, the work necessary to reach Substantial and Physical Completion. The  
11 Contractor shall provide the Engineer with a revised schedule indicating when the  
12 Contractor expects to reach substantial and physical completion of the work.

13  
14 The above process shall be repeated until the Engineer establishes the Substantial  
15 Completion Date and the Contractor considers the work physically complete and ready  
16 for final inspection.

### 17 18 **1-05.11(2) Final Inspection and Physical Completion Date**

19  
20 When the Contractor considers the work physically complete and ready for final  
21 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
22 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
23 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
24 writing of all particulars in which the final inspection reveals the work incomplete or  
25 unacceptable. The Contractor shall immediately take such corrective measures as are  
26 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
27 diligently, and without interruption until physical completion of the listed deficiencies.  
28 This process will continue until the Engineer is satisfied the listed deficiencies have been  
29 corrected.

30  
31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
32 written notice listing the deficiencies, the Engineer may, upon written notice to the  
33 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
34 Section 1-05.7.

35 The Contractor will not be allowed an extension of Contract time because of a delay in  
36 the performance of the work attributable to the exercise of the Engineer's right  
37 hereunder.

38  
39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
40 Contracting Agency, in writing, of the date upon which the work was considered  
41 physically complete. That date shall constitute the Physical Completion Date of the  
42 Contract, but shall not imply acceptance of the work or that all the obligations of the  
43 Contractor under the contract have been fulfilled.

### 44 45 **1-05.11(3) Operational Testing**

46  
47 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
48 complete and operable system. Therefore when the work involves the installation of  
49 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
50 systems; irrigation systems; buildings; or other similar work it may be desirable for the

1 Engineer to have the Contractor operate and test the work for a period of time after final  
2 inspection but prior to the physical completion date. Whenever items of work are listed in  
3 the Contract Provisions for operational testing they shall be fully tested under operating  
4 conditions for the time period specified to ensure their acceptability prior to the Physical  
5 Completion Date. During and following the test period, the Contractor shall correct any  
6 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
7 class operating condition. Equipment, electrical controls, meters, or other devices and  
8 equipment to be tested during this period shall be tested under the observation of the  
9 Engineer, so that the Engineer may determine their suitability for the purpose for which  
10 they were installed. The Physical Completion Date cannot be established until testing  
11 and corrections have been completed to the satisfaction of the Engineer.

12  
13 The costs for power, gas, labor, material, supplies, and everything else needed to  
14 successfully complete operational testing, shall be included in the unit Contract prices  
15 related to the system being tested, unless specifically set forth otherwise in the proposal.

16  
17 Operational and test periods, when required by the Engineer, shall not affect a  
18 manufacturer's guaranties or warranties furnished under the terms of the Contract.

19  
20 *Add the following new section:*

21  
22 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
23 **(August 14, 2013 APWA GSP)**

24  
25 *Delete the sixth and seventh paragraphs of this section.*

26  
27 **1-05.15 Method of Serving Notices**  
28 **(March 25, 2009 APWA GSP)**

29 *Revise the second paragraph to read:*

30  
31 All correspondence from the Contractor shall be directed to the Project Engineer. All  
32 correspondence from the Contractor constituting any notification, notice of protest, notice  
33 of dispute, or other correspondence constituting notification required to be furnished  
34 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
35 service to the Project Engineer's office. Electronic copies such as e-mails or  
36 electronically delivered copies of correspondence will not constitute such notice and will  
37 not comply with the requirements of the Contract.

38  
39  
40  
41  
42  
43

1 **SUBMITTAL TRANSMITTAL FORM**

2  
3 On-Call Securing Properties, 2022-2024, Rebid

4 Project Number: 481000

5 Specification No. NC21-0731F

6 ATTN: Construction Division

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

7  
8 Submittal Number \_\_\_\_\_

9  
10 Specification Number \_\_\_\_\_

Bid Item No. \_\_\_\_\_

11  
12 Submittal Description \_\_\_\_\_

13  
14 We are sending you:

Copies	Date	Page	Description

15  
16 Transmitted:  Submittals (Product Data) for information only.

17  Submittals for review and comment.

18  
19 Remarks: \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24  
25 Certify Either A or B:

26  
27 A. This document has been detail-checked for accuracy of content and for  
28 compliance with the Contract documents **(no exceptions)**. The information  
29 contained herein has been fully coordinated with all involved Subcontractors.

30 B. This document has been detail-checked for accuracy of content and for  
31 compliance with the Contract documents **except for the attached deviations**.  
32 The information contained herein has been fully coordinated with all involved  
33 Subcontractors.

34  
35 Certified By: \_\_\_\_\_

36 Signature

37  
38 **END OF SECTION**

1 **1-06 CONTROL OF MATERIAL**

2  
3 **1-06.1 Approval of Materials Prior To Use**  
4 **(September 15, 2010 Tacoma GSP)**

5 *The first sentence is revised to read:*

6  
7 All materials and equipment shall be submitted for review in accordance with section 1-  
8 05.3 of these special provisions.

9  
10 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.  
11 The Contractor shall use the Aggregate Source Approval (ASA) Database.

12  
13 All equipment, materials, and articles incorporated into the permanent Work:

- 14  
15 1. Shall be new, unless the Special Provisions or Standard Specifications permit  
16 otherwise;
- 17  
18 2. Shall meet the requirements of the Contract and be approved by the Engineer;
- 19  
20 3. May be inspected or tested at any time during their preparation and use; and
- 21  
22 4. Shall not be used in the Work if they become unfit after being previously  
23 approved.

24  
25 **1-06.1(1) Qualified Products List (QPL)**

26 *This section is revised in its entirety to read:*

27  
28 QPL's are not accepted by the City.

29  
30 **1-06.1(2) Request for Approval of Material (RAM)**

31 *This section is deleted in its entirety.*

32  
33  
34 **END OF SECTION**  
35

1 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

2  
3 **1-07.1 Laws to be Observed**  
4 **(October 1, 2005 APWA GSP)**

5 *Supplement this section with the following:*

6  
7 In cases of conflict between different safety regulations, the more stringent regulation  
8 shall apply.

9  
10 The Washington State Department of Labor and Industries shall be the sole and  
11 paramount administrative agency responsible for the administration of the provisions of  
12 the Washington Industrial Safety and Health Act of 1973 (WISHA).

13  
14 The Contractor shall maintain at the project site office, or other well known place at the  
15 project site, all articles necessary for providing first aid to the injured. The Contractor  
16 shall establish, publish, and make known to all employees, procedures for ensuring  
17 immediate removal to a hospital, or doctor's care, persons, including employees, who  
18 may have been injured on the project site. Employees should not be permitted to work  
19 on the project site before the Contractor has established and made known procedures  
20 for removal of injured persons to a hospital or a doctor's care.

21  
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
23 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
24 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
25 solely and completely responsible for the conditions of the project site, including safety  
26 for all persons and property in the performance of the work. This requirement shall  
27 apply continuously, and not be limited to normal working hours. The required or implied  
28 duty of the Engineer to conduct construction review of the Contractor's performance  
29 does not, and shall not, be intended to include review and adequacy of the Contractor's  
30 safety measures in, on, or near the project site.

31  
32 **1-07.2 State Taxes**  
33 **(January 6, 2015 TACOMA GSP)**

34 *Supplement this section with the following:*

35  
36 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in  
37 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications  
38 for Road, Bridge, and Municipal Construction.

39  
40 **1-07.2 State Tax**  
41 **(June 27, 2011 APWA GSP)**

42  
43 The Washington State Department of Revenue has issued special rules on the State  
44 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
45 Contractor should contact the Washington State Department of Revenue for answers to  
46 questions in this area. The Contracting Agency will not adjust its payment if the  
47 Contractor bases a bid on a misunderstood tax liability.

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
2 contract amounts. In some cases, however, state retail sales tax will not be included.  
3 Section 1-07.2(2) describes this exception.  
4

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond  
6 if a FHWA-funded Project) only if the Contractor has obtained from the Washington  
7 State Department of Revenue a certificate showing that all contract-related taxes have  
8 been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to  
9 the Contractor any amount the Contractor may owe the Washington State Department of  
10 Revenue, whether the amount owed relates to this contract or not. Any amount so  
11 deducted will be paid into the proper State fund.  
12

### 13 **1-07.2(1) State Sales Tax — Rule 171**

14  
15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
17 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
18 This includes storm or combined sewer systems within and included as a part of the  
19 street or road drainage system and power lines when such are part of the roadway  
20 lighting system. For work performed in such cases, the Contractor shall include  
21 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
22 amounts, including those that the Contractor pays on the purchase of the materials,  
23 equipment, or supplies used or consumed in doing the work.  
24

### 25 **1-07.2(2) State Sales Tax — Rule 170**

26  
27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
28 existing buildings, or other structures, upon real property. This includes, but is not  
29 limited to, the construction of streets, roads, highways, etc., owned by the state of  
30 Washington; water mains and their appurtenances; sanitary sewers and sewage  
31 disposal systems unless such sewers and disposal systems are within, and a part of, a  
32 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
33 or other conduits or lines in or above streets or roads, unless such power lines become a  
34 part of a street or road lighting system; and installing or attaching of any article of  
35 tangible personal property in or to real property, whether or not such personal property  
36 becomes a part of the realty by virtue of installation.  
37

38 For work performed in such cases, the Contractor shall collect from the Contracting  
39 Agency, retail sales tax on the full contract price. The Contracting Agency will  
40 automatically add this sales tax to each payment to the Contractor. For this reason, the  
41 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
42 contract amount subject to Rule 170, with the following exception.  
43

44 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
45 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
46 consumable supplies not integrated into the project. Such sales taxes shall be included  
47 in the unit bid item prices or in any other contract amount.  
48

1 **1-07.2(3) Services**

2  
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
4 contract wholly for professional or other services (as defined in Washington State  
5 Department of Revenue Rules 138 and 244).

6  
7 **1-07.9 Wages**

8  
9 **1-07.9(5) Required Documents**  
10 **(March 1, 2004 Tacoma GSP)**

11 *The first sentence of the third paragraph is revised to read:*

12  
13 Weekly certified payrolls shall be submitted for the Contractor and all lower tier  
14 subcontractors or agents.

15  
16 *This section is supplemented with the following:*

17  
18 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit  
19 dollar amount paid to each employee for each employee classification.

20  
21 Where fringe benefits are paid into approved plans, funds, or programs, the amount of  
22 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified  
23 Payroll Affirmation form.

24  
25 **1-07.16 Protection and Restoration of Property**

26  
27 **1-07.16(1) Private/Public Property**  
28 **(January 13, 2011 Tacoma GSP)**

29 *This section is supplemented with the following:*

30  
31 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not  
32 occur unless approved by the Engineer. All stockpile sites shall be restored to as good  
33 or better condition.

34  
35 The Contractor shall contact all property owners and tenants in the vicinity of this project,  
36 via newsletter/ mailing, a minimum of one (1) week prior to start of construction. The  
37 Contractor shall submit a draft of the property owner notification prior to posting/ mailing.

38  
39 The newsletter/ mailing shall advise the owners and tenants of the construction schedule  
40 and indicate the Contractor's name, contact person, and telephone numbers.

41  
42 **1-07.17 Utilities and Similar Facilities**  
43 **(March 7, 2017 Tacoma GSP)**

44 *The first paragraph is supplemented with the following:*

45  
46 Public and private utilities or their Contractors will furnish all work necessary to adjust,  
47 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or  
48 these Special Provisions. Such adjustment, relocations, replacement, or construction  
49 will be done within the time for performance of this project. The Contractor shall  
50 coordinate their work with such adjustment, relocation, or replacement of utility work.

1 This may require the Contractor to phase their work in a manner that will allow for the  
2 utility work.

3  
4 The Contractor shall coordinate their work with all utilities and other organizations, which  
5 have to adjust or revise their facilities within the project area. These may include, but  
6 are not limited to:

- 7
- 8 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 9 • City of Tacoma Water Division, Contact: Kimberly Beard, phone: (253) 396-3317
- 10 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 11 • CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- 12 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- 13 OR Amber UHls, Gas, phone: (253) 476-6137
- 14 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- 15 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 16 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)  
17 896-9830
- 18 • Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)
- 19 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 20 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 21 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 22

23 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or  
24 other electric or water utility structure owned by the City of Tacoma, the Contractor shall  
25 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone  
26 number 502-8044, and arrange for an inspection before proceeding. The Contractor  
27 shall perform, at the Contractor's expense, such additional work as is required to protect  
28 the pole or structure from subsidence. The Contractor may be directed to suspend work  
29 at the site of any such excavation until such utility structures are adequately protected.

30  
31 Garbage, recycling, and yard waste pick up within the project limits is on

### 32 **1-07.18 Public Liability and Property Damage Insurance**

33 *Delete this section in its entirety, and replace it with the following:*

#### 34 **1-07.18 Insurance**

35  
36 **(December 17, 2019 Tacoma GSP)**

37  
38  
39 During the course and performance of the services herein specified, the Contractor will  
40 maintain the insurance coverage in the amounts and in the manner specified in the City  
41 of Tacoma Insurance Requirements as is applicable to the services and deliverables  
42 provided under this Contract. The City of Tacoma Insurance Requirements document is  
43 fully incorporated herein by reference.

44  
45 Failure by the Contracting Agency to identify a deficiency in the insurance  
46 documentation provided by the Contractor or failure of the Contracting Agency to  
47 demand verification of coverage or compliance by the Contractor with these insurance  
48 requirements shall not be construed as a waiver of the Contractor's obligation to  
49 maintain such insurance.

1 **1-07.24 Rights of Way**  
2 **(July 23, 2015 APWA GSP)**

3  
4 *Delete this section and replace it with the following:*

5  
6 Street Right of Way lines, limits of easements, and limits of construction permits are  
7 indicated in the Plans. The Contractor's construction activities shall be confined within  
8 these limits, unless arrangements for use of private property are made.

9  
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
11 way and easements, both permanent and temporary, necessary for carrying out the  
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
13 Contractor's attention by a duly issued Addendum.

14  
15 Whenever any of the work is accomplished on or through property other than public  
16 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
17 easement agreement obtained by the Contracting Agency from the owner of the private  
18 property. Copies of the easement agreements may be included in the Contract  
19 Provisions or made available to the Contractor as soon as practical after they have been  
20 obtained by the Engineer.

21  
22 Whenever easements or rights of entry have not been acquired prior to advertising,  
23 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
24 of the work in areas where right of way, easements or rights of entry have not been  
25 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
26 available or that the right of entry has been received. If the Contractor is delayed due to  
27 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
28 entry or right of way, the Contractor will be entitled to an extension of time. The  
29 Contractor agrees that such delay shall not be a breach of contract.

30  
31 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
32 This includes entry onto easements and private property where private improvements  
33 must be adjusted.

34  
35 The Contractor shall be responsible for providing, without expense or liability to the  
36 Contracting Agency, any additional land and access thereto that the Contractor may  
37 desire for temporary construction facilities, storage of materials, or other Contractor  
38 needs. However, before using any private property, whether adjoining the work or not,  
39 the Contractor shall file with the Engineer a written permission of the private property  
40 owner, and, upon vacating the premises, a written release from the property owner of  
41 each property disturbed or otherwise interfered with by reasons of construction pursued  
42 under this contract. The statement shall be signed by the private property owner, or  
43 proper authority acting for the owner of the private property affected, stating that  
44 permission has been granted to use the property and all necessary permits have been  
45 obtained or, in the case of a release, that the restoration of the property has been  
46 satisfactorily accomplished. The statement shall include the parcel number, address,  
47 and date of signature. Written releases must be filed with the Engineer before the  
48 Completion Date will be established.

49  
50 **END OF SECTION**

1 **1-08 PROSECUTION AND PROGRESS**

2  
3 *Add the following new section:*

4 **1-08.0 Preliminary Matters**  
5 **(May 25, 2006 APWA GSP)**

6  
7 **1-08.0(1) Preconstruction Conference**  
8 **(October 10, 2008 APWA GSP)**

9  
10 Prior to the Contractor beginning the work, a preconstruction conference will be held  
11 between the Contractor, the Engineer and such other interested parties as may be  
12 invited. The purpose of the preconstruction conference will be:

- 13 1. To review the initial progress schedule;
- 14 2. To establish a working understanding among the various parties associated or  
15 affected by the work;
- 16 3. To establish and review procedures for progress payment, notifications,  
17 approvals, submittals, etc.;
- 18 4. To establish normal working hours for the work;
- 19 5. To review safety standards and traffic control; and
- 20 6. To discuss such other related items as may be pertinent to the work.

21  
22 The Contractor shall prepare and submit at the preconstruction conference the following:

- 23 1. A breakdown of all lump sum items;
- 24 2. A preliminary schedule of working drawing submittals; and
- 25 3. A list of material sources for approval if applicable.

26  
27 *Add the following new section:*

28 **1-08.0(2) Hours of Work**  
29 **(March 3, 2008 Tacoma GSP)**

30  
31 Except in the case of emergency or unless otherwise approved by the Contracting  
32 Agency, the normal straight time working hours for the contract shall be any consecutive  
33 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour  
34 lunch break and a 5-day work week. The normal straight time 8-hour working period for  
35 the contract shall be established at the preconstruction conference or prior to the  
36 Contractor commencing the work.

37  
38 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00  
39 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer  
40 for permission to work such times. Permission to work longer than an 8-hour period  
41 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to  
42 the Engineer no later than noon on the working day prior to the day for which the  
43 Contractor is requesting permission to work.

44  
45 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and  
46 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be  
47 subject to noise control requirements. Approval to continue work during these hours  
48 may be revoked at any time the Contractor exceeds the Contracting Agency's noise  
49 control regulations or complaints are received from the public or adjoining property

1 owners regarding the noise from the Contractor's operations. The Contractor shall have  
2 no claim for damages or delays should such permission be revoked for these reasons.

3  
4 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal  
5 straight time working hours Monday through Friday may be given subject to certain other  
6 conditions set forth by the Contracting Agency or Engineer. These conditions may  
7 include but are not limited to: requiring the Engineer or such assistants as the Engineer  
8 may deem necessary to be present during the work; requiring the Contractor to  
9 reimburse the Contracting Agency for the costs in excess of straight-time costs for  
10 Contracting Agency employees who worked during such times, on non Federal aid  
11 projects; considering the work performed on Saturdays and holidays as working days  
12 with regards to the contract time; and considering multiple work shifts as multiple  
13 working days with respect to contract time even though the multiple shifts occur in a  
14 single 24-hour period. Assistants may include, but are not limited to, survey crews;  
15 personnel from the Contracting Agency's material testing lab; inspectors; and other  
16 Contracting Agency employees when in the opinion of the Engineer, such work  
17 necessitates their presence.

18  
19 *Add the following new section:*

20 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**  
21 **(September 29, 2009 Tacoma GSP)**

22  
23 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than  
24 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,  
25 such work shall be considered as overtime work. On all such overtime work, city staff  
26 may be required at the discretion of the Engineer. In such case, the Contracting Agency  
27 may deduct from amounts due or to become due to the Contractor for the costs in  
28 excess of the straight-time costs for employees of the Contracting Agency required to  
29 work overtime hours.

30  
31 The Contractor by these specifications does hereby authorize the Engineer to deduct  
32 such costs from the amount due or to become due to the Contractor.

33  
34 **1-08.1 Subcontracting - D/M/WBE Reporting**  
35 **(September 29, 2009 Tacoma GSP)**

36 *The eighth paragraph is revised to read:*

37  
38 On all projects funded with Contracting Agency funds only, the Contractor shall certify to  
39 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms  
40 that were used as subcontractors, lower tier subcontractors, manufacturers, regular  
41 dealers, or service providers on the contract. This certification shall be submitted to the  
42 Engineer, on the form provided by the Engineer, 20 calendar days after physical  
43 completion of the contract.

44  
45 **1-08.1 Subcontracting**  
46 **(May 17, 2018 APWA GSP, Option B)**

47  
48 *Delete the eighth paragraph.*  
49  
50

1 *Revise the ninth paragraph to read:*

2  
3 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,  
4 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.  
5 Whenever the Contractor withholds payment to a Subcontractor for any reason including  
6 disputed amounts, the Contractor shall provide notice within 10 calendar days to the  
7 Subcontractor with a copy to the Contracting Agency identifying the reason for the  
8 withholding and a clear description of what the Subcontractor must do to have the  
9 withholding released. Retainage withheld by the Contractor prior to completion of the  
10 Subcontractors work is exempt from reporting as a payment withheld and is not included  
11 in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for  
12 deferred payments shall be submitted to the Engineer concurrently with notification to  
13 the Subcontractor.

14  
15 **1-08.4 Prosecution of Work**

16 *Delete this section and replace it with the following:*

17  
18 **1-08.4 Notice to Proceed and Prosecution of Work**  
19 **(July 23, 2015 APWA GSP)**

20  
21 Notice to Proceed will be given after the contract has been executed and the contract  
22 bond and evidence of insurance have been approved and filed by the Contracting  
23 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
24 has been given by the Engineer. The Contractor shall commence construction activities  
25 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
26 approved in writing. The Contractor shall diligently pursue the work to the physical  
27 completion date within the time specified in the contract. Voluntary shutdown or slowing  
28 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
29 complete the work within the time(s) specified in the contract.

30  
31 When shown in the Plans, the first order of work shall be the installation of high visibility  
32 fencing to delineate all areas for protection or restoration, as described in the Contract.  
33 Installation of high visibility fencing adjacent to the roadway shall occur after the  
34 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
35 Upon construction of the fencing, the Contractor shall request the Engineer to inspect  
36 the fence. No other work shall be performed on the site until the Contracting Agency has  
37 accepted the installation of high visibility fencing, as described in the Contract.

38  
39 **1-08.5 Time for Completion**

40 **(\*\*\*\*\*)**

41 *Revise the first and second paragraphs to read:*

42  
43 The Contractor shall complete all physical Contract Work within the number of "calendar  
44 days" stated in the Contract Provisions or as extended by the Engineer in accordance  
45 with Section 1-08.8. Every calendar day will be counted as a "working day". This is an  
46 on-call 24-hour a day, 7-day a week contract, there are no unworkable days, including  
47 holidays.

1 *Revise the third and fourth paragraphs to read:*

2  
3 *Contract time shall begin on the first calendar day following the Notice to Proceed Date.*

4  
5 Each calendar day is considered a working day, and each working day shall be charged  
6 to the contract as it occurs, until the contract work is physically complete. If substantial  
7 completion has been granted and all the authorized working days have been used,  
8 charging of working days will cease. Each week the Engineer will provide the Contractor  
9 a statement that shows the number of working days: (1) charged to the contract the week  
10 before; (2) specified for the physical completion of the contract; and (3) remaining for the  
11 physical completion of the contract. Within 10 calendar days after the date of each  
12 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To  
13 be considered by the Engineer, the protest shall be in sufficient detail to enable the  
14 Engineer to ascertain the basis and amount of time disputed. By not filing such detailed  
15 protest in that period, the Contractor shall be deemed as having accepted the statement  
16 as correct.

17  
18 *Revise the sixth paragraph to read:*

19  
20 The Engineer will give the Contractor written notice of the completion date of the contract  
21 after all the Contractor's obligations under the contract have been performed by the  
22 Contractor. The following events must occur before the Completion Date can be  
23 established:

- 24 1. The physical work on the project must be complete; and
- 25  
26 2. The Contractor must furnish all documentation required by the contract and  
27 required by law, to allow the Contracting Agency to process final acceptance of  
28 the contract. The following documents must be received by the Project Engineer  
29 prior to establishing a completion date:
  - 30 a. Certified Payrolls (per Section 1-07.9(5)).
  - 31 b. Material Acceptance Certification Documents
  - 32 c. Reports of Amounts Credited as SBE Participation, as required by the  
33 Contract Provisions.
  - 34 d. Final Contract Voucher Certification
  - 35 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the  
36 Contractor and all Subcontractors
  - 37 f. Property owner releases per Section 1-07.24

38  
39 *This section is supplemented with the following:*

40 **(March 1, 2004 Tacoma GSP)**

41  
42 This project shall be physically completed within 730 calendar days.

43  
44 **1-08.9 Liquidated Damages**  
45 **(August 14, 2013 APWA GSP)**

46 *Revise the fourth paragraph to read:*

47  
48 When the Contract Work has progressed to Substantial Completion as defined in the  
49 Contract, the Engineer may determine that the work is Substantially Complete. The

1 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
2 overruns in Contract time occurring after the date so established, the formula for  
3 liquidated damages shown above will not apply. For overruns in Contract time occurring  
4 after the Substantial Completion Date, liquidated damages shall be assessed on the  
5 basis of direct engineering and related costs assignable to the project until the actual  
6 Physical Completion Date of all the Contract Work. The Contractor shall complete the  
7 remaining Work as promptly as possible. Upon request by the Project Engineer, the  
8 Contractor shall furnish a written schedule for completing the physical Work on the  
9 Contract.

10  
11  
12  
13

**END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

2  
3 **(January 13, 2011 Tacoma GSP)**

4 *Item #3 of this Section is supplemented with the following:*

5  
6 The Contractor shall submit a comprehensive summary list of all equipment anticipated  
7 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.  
8 The list shall include the contractor's equipment number, make, model, year, operation  
9 rate, standby rate, applicable attachments and any other applicable information  
10 necessary to determine the applicable rates in accordance with this section. In addition,  
11 the contractor shall submit an Equipment Watch rate sheet ([www.equipmentwatch.com](http://www.equipmentwatch.com))  
12 for each piece of equipment in the summary list. Access to the Equipment Watch web  
13 site is available at the City's Construction Management Office.

14  
15 **1-09.9 Payments**  
16 **(March 13, 2012 APWA GSP)**

17  
18 *Delete the first four paragraphs and replace them with the following:*

19  
20 The basis of payment will be the actual quantities of Work performed according to the  
21 Contract and as specified for payment.

22  
23 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
24 Preconstruction Conference, to enable the Project Engineer to determine the Work  
25 performed on a monthly basis. A breakdown is not required for lump sum items that  
26 include a basis for incremental payments as part of the respective Specification. Absent  
27 a lump sum breakdown, the Project Engineer will make a determination based on  
28 information available. The Project Engineer's determination of the cost of work shall be  
29 final.

30  
31 Progress payments for completed work and material on hand will be based upon  
32 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
33 established at the preconstruction conference.

34  
35 The initial progress estimate will be made not later than 30 days after the Contractor  
36 commences the work, and successive progress estimates will be made every month  
37 thereafter until the Completion Date. Progress estimates made during progress of the  
38 work are tentative, and made only for the purpose of determining progress payments.  
39 The progress estimates are subject to change at any time prior to the calculation of the  
40 final payment.

41  
42 The value of the progress estimate will be the sum of the following:

- 43 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable  
44 units of work completed multiplied by the unit price.
- 45 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump  
46 sum breakdown for that item, or absent such a breakdown, based on the  
47 Engineer's determination.
- 48 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job  
49 site or other storage area approved by the Engineer.

- 1 4. Change Orders — entitlement for approved extra cost or completed extra work  
2 as determined by the Engineer.  
3

4 Progress payments will be made in accordance with the progress estimate less:

- 5 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;  
6 2. The amount of progress payments previously made; and  
7 3. Funds withheld by the Contracting Agency for disbursement in accordance with  
8 the Contract Documents.  
9

10 Progress payments for work performed shall not be evidence of acceptable performance  
11 or an admission by the Contracting Agency that any work has been satisfactorily  
12 completed. The determination of payments under the contract will be final in accordance  
13 with Section 1-05.1.  
14

15 *This section is supplemented with the following:*

16 **(January 6, 2015 Tacoma GSP)**

17  
18 Breakdowns of all lump sum items shall be provided for all lump sum items and shall  
19 include all costs for labor, equipment, materials, and taxes (as applicable) associated  
20 with the lump sum item. Washington State Department of Revenue Rules 170 and 171  
21 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the  
22 Standard Specifications.  
23

24 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
25 quality shall be at the time of incorporation into the contract.  
26

27 **1-09.9(1) Retainage**

28 **(May 10, 2006 Tacoma GSP)**

29 *The fourth paragraph is supplemented with the following:*

- 30  
31 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.  
32 7. A release has been obtained from the City of Tacoma's City Clerk's Office.  
33

34 **1-09.13(3)A Administration of Arbitration**

35 **(October 1, 2005 APWA GSP)**

36 *Revise the third paragraph to read:*

37  
38 The Contracting Agency and the Contractor mutually agree to be bound by the decision  
39 of the arbitrator, and judgment upon the award rendered by the arbitrator may be  
40 entered in the Superior Court of the county in which the Contracting Agency's  
41 headquarters are located. The decision of the arbitrator and the specific basis for the  
42 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.  
43

44  
45 **END OF SECTION**  
46

1 **8-26 SECURING PROPERTIES**

2 **(\*\*\*\*\*)**

3  
4 *Add this New Section*

5  
6 **8-01.1 Description**

7 *This section is supplemented with the following:*

8  
9 The City of Tacoma Stormwater Management Manual is available on the City's website  
10 at [www.cityoftacoma.org/stormwatermanual](http://www.cityoftacoma.org/stormwatermanual).

11  
12 The City anticipates an estimated \$510,000 (plus sales tax) may be used for on-call  
13 services for a period of 2-years with an option to extend or renew the contract for one  
14 additional year to secure buildings as requested by the City, including the Tacoma Police  
15 Department, the Tacoma Fire Department, and the City's Neighborhood and Community  
16 Services Department. This work shall include all labor, materials and equipment  
17 necessary to secure building openings in structures damaged by natural disasters, fire,  
18 burglary, vandalism, unauthorized entry, for the protection from weather, to protect  
19 neighboring properties, or to meet other emergent needs as identified by the City.

20  
21 Building openings shall be secured and/or re-secured using plywood or as directed by  
22 the City to use a solid thickness clear polycarbonate sheet(s), wood studs and metal  
23 fasteners. The plywood used to secure openings may be required to be painted on the  
24 exterior face.

25  
26 The Contractor shall be available to secure buildings across the City 24-hours a day, 7-  
27 days a week, with a mobilization response time conforming to either an Emergency  
28 Mode (deliver services within 45 minutes of City request), or Non-Emergency Mode  
29 schedule (deliver services the same day or the following day of City request), as required  
30 by the City. The Contractor shall have the resources to address the City's need to secure  
31 properties at all times.

32  
33 Create "Do Not Occupy" sign(s) and install on each secured property as directed by the  
34 City. A sign stencil will be provided to the Contractor to spray-paint a message onto a  
35 24"x32" piece of plywood. Signs shall be secured to each building, as required by the  
36 City.

37  
38 At some locations, the building will be secured by others and the Contractor will only  
39 deliver and offload the plywood to a location onsite as specified by the City.

40  
41 **8-26.2 Materials**

42  
43 All materials incorporated into the project shall be new. Invoices for all materials shall be  
44 made available to the City upon request.

45  
46 Wood studs shall be standard kiln dried 2"x4" lumber, No. 3/Stud Grade or better.

47  
48 All plywood used on the project shall be Douglas-Fir, sheathing rated, with a minimum  
49 thickness of 15/32", unless otherwise directed by the City.

1 All clear polycarbonate sheets shall be solid, have a full polycarbonate thickness of a  
2 minimum of 3/16". The sheets are to be pre-drilled for metal fastener attachment to a  
3 building opening.

4  
5 Paint for "General Painting" shall be exterior grade, paint and primer in one, and  
6 designed for one coat coverage. Paint color and sheen shall be as directed by the City.

7  
8 Paint for "Plywood Sign, Stenciled" shall be spray paint, exterior grade, black or red  
9 color, as directed by the City, flat sheen.

10  
11 Fasteners shall be rated for exterior applications and be able to penetrate wood,  
12 concrete, metal, stone, masonry and other building materials. Fasteners shall penetrate  
13 existing building materials a minimum of 1 1/4". All screws shall have a square or star  
14 drive head and shall be sized #10-8x4. Fasteners shall be fitted with a 9mm x 2.5mm flat  
15 washer prior to installation, unless directed otherwise by the City. All fastener materials  
16 shall be galvanized.

17  
18 **8-26.3 Construction Requirements**

19  
20 Wood stud framing shall be installed in garage door openings and other large building  
21 openings as directed by the City (typical window and door openings will generally not  
22 require wood stud framing unless directed by the City). All framing members shall be  
23 installed on 16" centers. Top and bottom plates may be required as directed by the City.

24  
25 Fasteners with washers shall be placed at all plywood or solid clear polycarbonate  
26 corners and at 12" centers along all edges and along all studs/plates. The solid clear  
27 polycarbonate shall be pre-drilled for the fastener(s) installation.

28  
29 Plywood or solid clear polycarbonate shall completely cover all openings and shall either  
30 overlap openings or be contained within the moldings/trim of the window or door, as  
31 directed by the City. Plywood or solid clear polycarbonate shall be applied to new stud  
32 framing or to the existing building framing as directed by the City.

33  
34 Due to vandalism or other causes, it may be necessary for the Contractor to reattach  
35 plywood sheet(s) or solid clear polycarbonate sheet(s), "re-board" openings where the  
36 plywood or solid clear polycarbonate has been loosened or removed at a site that has  
37 been previously secured. Plywood or solid clear polycarbonate shall be reinstalled as  
38 directed by the City. This work shall be complete within 24-hours of City notification. If  
39 new plywood or solid clear polycarbonate is required, the "Plywood Installation" or "Solid  
40 Clear Polycarbonate Installation" bid item shall apply, however, in most instances the  
41 existing plywood or solid clear polycarbonate can be reattached. No mobilization  
42 /demobilization charge shall be applied to this work. The work shall include all fasteners.

43  
44 In some instances, it may be required to paint the exterior facing side of the plywood to  
45 match the existing house color or to one of the following colors: Slate Grey-RAL 7009,  
46 Dark Black-RAL 8022, Grey Window-RAL 7040, or to another color as selected by the  
47 City. If the work is occurring at night or in inclement weather, the Contractor shall have  
48 three (3) calendar days to return to the site to complete all painting. Paint shall be  
49 applied by brush or roller, as directed by the City.

1 At some locations the building will be secured by others and the Contractor will only have  
2 to provide, deliver and offload the plywood sheets (which may or may not be required to  
3 be painted) to a location onsite as directed by the City. Create “Do Not Occupy” stenciled  
4 plywood signs, similar to that shown below, and install one or more on each of the  
5 secured properties at locations identified by the City. The Contractor shall make the sign  
6 by spray-painting a stencil on a 24”x32” piece of plywood, stencils to be provided by the  
7 City. Fasteners with washers shall attach the sign to the building and shall be applied as  
8 directed to the City. Stencils to be returned to City upon project completion.  
9



10

11 The Contractor and their representatives shall be professional, prompt and courteous,  
12 and shall keep a clean site at all times. All wood debris and scraps generated from the  
13 Contractor’s work shall be removed from the site and properly recycled or disposed of at  
14 the Contractor’s expense.

15

#### 16 **8-26.4 Measurement**

17

18 Site tracking for measurement and payment shall be made using the ‘Securing  
19 Properties Site Tracking Sheet’ contained in Appendix A. This sheet may be revised as  
20 needed at the start of the project and/or during the project. The Contractor shall provide  
21 this form for use in a tear-off triplicate.

22

23 Upon completing work at each site, all payment items and quantities shall be agreed  
24 upon by a representative of the Contractor and the City. The Tracking Sheet shall be  
25 completed and signed by both the City and Contractor’s representative prior to the  
26 Contractor demobilizing from the site. Once signed onsite, one copy of the site form will  
27 be provided to the site representative (NCS, Police or Fire), one copy shall be the  
28 Contractors, and one copy shall be provided to Public Works at the time of invoicing.

29

30 When invoicing the City, the Contractor shall submit a list of the project sites completed  
31 (by address) during the given pay period, associated costs, and with the copy of the  
32 Securing Properties Tracking Sheets attached as backup. This format may be modified  
33 during the project as requested by the City.

34

#### 35 **Mobilization Response Time**

36 Mobilization Response Time shall be measured from the time a call is placed by the City  
37 to the Contractor, to the time the Contractor arrives onsite to begin work. It shall include

1 all labor, materials and equipment to mobilize/demobilize to the project site to completely  
2 secure the property upon arrival and as directed by the City. Mobilization Response  
3 Time shall be measured based on the following schedules:  
4

5 Emergency Mode: The Contractor shall arrive onsite within 45 minutes of City request  
6 and shall remain onsite until all work is complete.  
7

8 Non-Emergency Mode: The Contractor shall arrive onsite within 24-hours of City  
9 request, with all work complete the same day or the following day during normal  
10 business hours (7:30AM-5:00PM), as requested by the City at the time of Contractor  
11 notification.  
12

13 Mobilization Response Time is a one-time fee per site address regardless of the time  
14 and effort needed to complete all requested work. No mobilization/demobilization charge  
15 shall be applied to Plywood or Clear Polycarbonate Re-Board work.  
16

### 17 **Framing Installation**

18 Framing, including all plates, studs, and fasteners, shall be measured by the square foot  
19 of framing installed to completely and securely frame required openings in preparation  
20 for plywood installation. Framing shall be measured based on the following schedules

- 21 • First floor opening, measured per square foot installed, including all fasteners
  - 22 • Second floor opening, measured per square foot installed, including all fasteners
- 23

### 24 **Plywood Installation**

25 Plywood shall be installed to secure openings based on the following schedules:

- 26 • First floor opening, measured per square foot installed, including all fasteners
  - 27 • Second floor opening, measured per square foot installed, including all fastener
- 28

### 29 **Solid Clear Polycarbonate Installation**

30 Solid Clear Polycarbonate shall be installed to secure openings based on the following  
31 schedules:

- 32 • First floor opening, measured per square foot installed, including all fasteners
  - 33 • Second floor opening, measured per square foot installed, including all fasteners
- 34

### 35 **Plywood or Solid Clear Polycarbonate Re-Board**

36 Plywood or Solid Clear Polycarbonate Re-Boards, including all fasteners, shall be  
37 measured per each 4'x8' sheet of Plywood or Solid Clear Polycarbonate re-installed. This  
38 shall be prorated to the 1/2-sheet as necessary. No separate mobilization charge shall  
39 apply to this work.  
40

### 41 **Plywood Sheet Delivery Only**

42 Plywood Sheet Delivery Only shall be measured per each 4'x8' sheet of plywood  
43 delivered and offloaded onsite as directed by the City. This shall be used when plywood  
44 installation will be by others.  
45

### 46 **Plywood Painting**

47 Plywood painting shall be measured per each 4'x8' sheet of plywood painted. This shall  
48 be prorated to the 1/2-sheet as necessary.  
49

1 **Plywood Sign, Stenciled**

2 Measurement shall be per each plywood sign created and installed, including all stencil  
3 painting and fasteners.

4  
5 **8-26.5 Payment**

6  
7 “Emergency Mode Mobilization Response Time within 45 minutes of City Request”, per  
8 each.

9  
10 The Contractor shall enter a **MINIMUM BID OF \$150.00** for “Emergency Mode  
11 Mobilization Response Time within 45 minutes of City Request”, per each. If a  
12 bid is entered less than this amount, the entry will be updated to \$150.00 per  
13 each by the City and the bid total shall be recalculated.

14  
15 “Non-Emergency Mode Mobilization Response Time within 24-hours of City Request”,  
16 per each.

17  
18 The unit Contract price per each for Emergency Mode and Non-Emergency Mode  
19 Mobilization Response Time shall be full payment, including all labor, materials and  
20 equipment to mobilize/demobilize to the project site to completely secure the property  
21 within the time frame requested.

22  
23  
24 “Framing Installation, \_\_\_\_\_ Floor Opening”, per square foot.

25  
26 The unit Contract price per square foot for “Framing Installation, \_\_\_\_\_ Floor Opening”  
27 shall be full payment, including all labor, materials and equipment for the specified work.

28  
29 “Plywood Installation, \_\_\_\_\_ Floor Opening”, per square foot

30  
31 The unit Contract price per square foot for “Plywood Installation, \_\_\_\_\_ Floor Opening”  
32 shall be full payment, including all labor, materials and equipment for the specified work.

33  
34 “Solid Clear Polycarbonate Installation, \_\_\_\_\_ Floor Opening”, per square foot

35  
36 The unit Contract price per square foot for “Solid Clear Polycarbonate Installation,  
37 \_\_\_\_\_ Floor Opening” shall be full payment, including all labor, materials and equipment  
38 for the specified work.

39  
40 “Plywood or Clear Polycarbonate Re-Board”, per each.

41  
42 The unit Contract price per each for “Plywood or Solid Clear Polycarbonate Re-Board”  
43 shall be full payment, including all labor, materials and equipment for the specified work.  
44 This price shall apply to both first and second floor work.

45  
46 “Plywood Sheet Delivery Only”, per each

47  
48 The unit Contract price per each for “Plywood Sheet Delivery Only” shall be full payment,  
49 including all labor, materials and equipment for the specified work.

1 "Plywood Painting", per each

2

3 The unit Contract price per each for "Plywood Painting" shall be full payment, including  
4 all labor, materials and equipment for the specified work.

5

6

7 "Plywood Sign, Stenciled", per each

8

9 The unit Contract price per each for "Plywood Sign, Stenciled" shall be full payment,  
10 including all labor, materials and equipment for the specified work.

11

12

13

14

**END OF SPECIAL PROVISIONS**

**APPENDIX A**  
**SECURING PROPERTIES SITE TRACKING SHEET**

Invoice No.: \_\_\_\_\_

**ON-CALL SECURING PROPERTIES  
2022-2024, Rebid  
SITE TRACKING SHEET  
NC21-0731F**

City of Tacoma

DATE: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_


Fire

Police

Neighborhood & Community Services (NCS)


Note: Payment Charge to an NCS Work Order Number

	BID ITEM	PAY ITEM	PRICE	QTY	AMOUNT	
Invoice Number: _____	1	Emergency Mobilization Within 45 min.				
Work Order Number: _____	2	Non-Emergency Mobilization within 24 Hrs.				
Case Number: _____	3	Framing Installation, 1st Floor (SF)				
	4	Framing Installation, 2nd Floor (SF)				
	5	Plywood Installation, 1st Floor (SF)				
<u>TIME</u>	6	Solid Clear Polycarbonate Installation, 1st Floor (SF)				
Call Made to Contractor	7	Plywood Installation, 2nd Floor (SF)				
	8	Plywood or Solid Clear Polycarbonate Re-Board (EASheet or 1/2 Sheet)				
Contractor Arrives Onsite	9	Plywood Sheet Delivery Only (EA Sheet)				
	10	Plywood Painting (EA Sheet or 1/2 Sheet)				
Contractor Departs Site	11	Plywood Sign, Stenciled (EA)				
<u>SITE REPRESENTATIVES</u> Name _____				<b>SUBTOTAL</b>		
				<b>SALES TAX 10.3%</b>		
<u>Contractor:</u> Phone Number _____	<b>Site Comments:</b>			<b>TOTAL DUE</b>		
<u>City of Tacoma:</u> Name _____						
Phone Number _____						
<u>Department</u> <table border="1"> <tr><td> </td><td>Fire</td></tr> <tr><td> </td><td>Police</td></tr> <tr><td> </td><td>NCS</td></tr> </table>						
	Fire					
	Police					
	NCS					

City of Tacoma - Payment Approval

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

Department: \_\_\_\_\_

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

**PART III**

**CITY OF TACOMA**

**EQUITY IN CONTRACTING PROGRAM**

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](#) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

### Equity in Contracting Requirements

Minority Business  
Enterprise Requirement

**8%**

Women Business  
Enterprise Requirement

**0%**

Small Business Enterprise  
Requirement

**0%**

A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com)\*

**MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07**

CCD/SBE: NC21-0731F  
Date of Record: 09/20/2021

\*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.

# CITY OF TACOMA

## Special Instructions

### Equity in Contracting Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address: [www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com).

**The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.**

## **Chapter 1.07 Equity in Contracting**

### Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

### **1.07.010 Policy and purpose.**

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.020 Definitions.**

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

#### 1.07.020.B

“Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

“Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

#### 1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.030 Discrimination prohibited.**

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.040 Program administration.**

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.050 Approval as a Certified Business.**

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
  - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
  - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
  - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
  - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.060 Program requirements.**

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.070 Evaluation of submittals.**

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.080 Contract compliance.**

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.090 Program monitoring.**

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.100 Enforcement.**

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.110 Remedies.**

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.120 Unlawful acts.**

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.130 Severability.**

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.140 Review of program.**

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)



City of Tacoma  
 Community & Economic Development  
 Office of Equity in Contracting  
 747 Market Street, Rm 900  
 Tacoma WA 98402  
 253-591-5075

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Spec. No. \_\_\_\_\_ Base Bid \* \$ \_\_\_\_\_ **Complete company names and phone numbers are required to verify your usage of qualifying firms.**

a. Company Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %		j. WBE Utilization %		k. SBE Utilization %			

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

\_\_\_\_\_  
 Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
 Signature of Responsible Officer

\_\_\_\_\_  
 Date

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

**The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.**

This form when submitted with your bid provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

13. Block "k" – The percent of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column "h") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "h" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

**PART IV**

**CITY OF TACOMA**

**LOCAL EMPLOYMENT AND APPRENTICESHIP  
TRAINING PROGRAM (LEAP) REGULATIONS FOR  
PUBLIC WORKS CONTRACTS**

## Chapter 1.90

### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

#### **1.90.010 Purpose.**

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.020 Scope.**

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.030 Definitions.**

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
  - 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
  - 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.

N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.

O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.

P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.

R. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Economically Distressed ZIP Codes within the Tacoma Public Utilities Service Area, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

U. "Service Area - Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. "Service Area - Water" or "Water Service Area" shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the Water Utility.

W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."

X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

Z. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

AA. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

(Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

### **1.90.040 LEAP goals.**

#### **A. Utilization Goals.**

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

#### **B. Failure to Meet Utilization Goal.**

1. Contracts for the construction of Building projects or Civil Projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

<b>Percent of Goal Met</b>	<b>Assessment per unmet hour</b>
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Water Utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization –Projects Outside Tacoma Public Utilities Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency. This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.050 Good faith efforts. *Repealed by Ord. 27368.***

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.**

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works or Improvement contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.070 Apprentice utilization requirements – Bidding and contractual documents.**

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.080 Enforcement.**

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.090 Compliance with applicable law.**

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.100 Review and reporting.**

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.105 Authority.**

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.110 Interpretation.**

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
Phone (253) 591-5826  
FAX (253) 591-5232

## LEAP

### Document Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Instructions and Goal Form:** brief overview of LEAP Program requirements
- ❑ **Prime Contractor LEAP Utilization Plan:** to be submitted at or by the Pre-Construction Meeting  
*(Required by Prime Contractor Only)*
- ❑ **LEAP Apprentice Verification Form:** to be submitted on an ongoing basis for each qualified Apprentice employee via LCP Tracker
- ❑ **Tacoma Public Utilities Service Area List, Economically Distressed ZIP Codes List:** for your reference on LEAP-qualified zoning areas

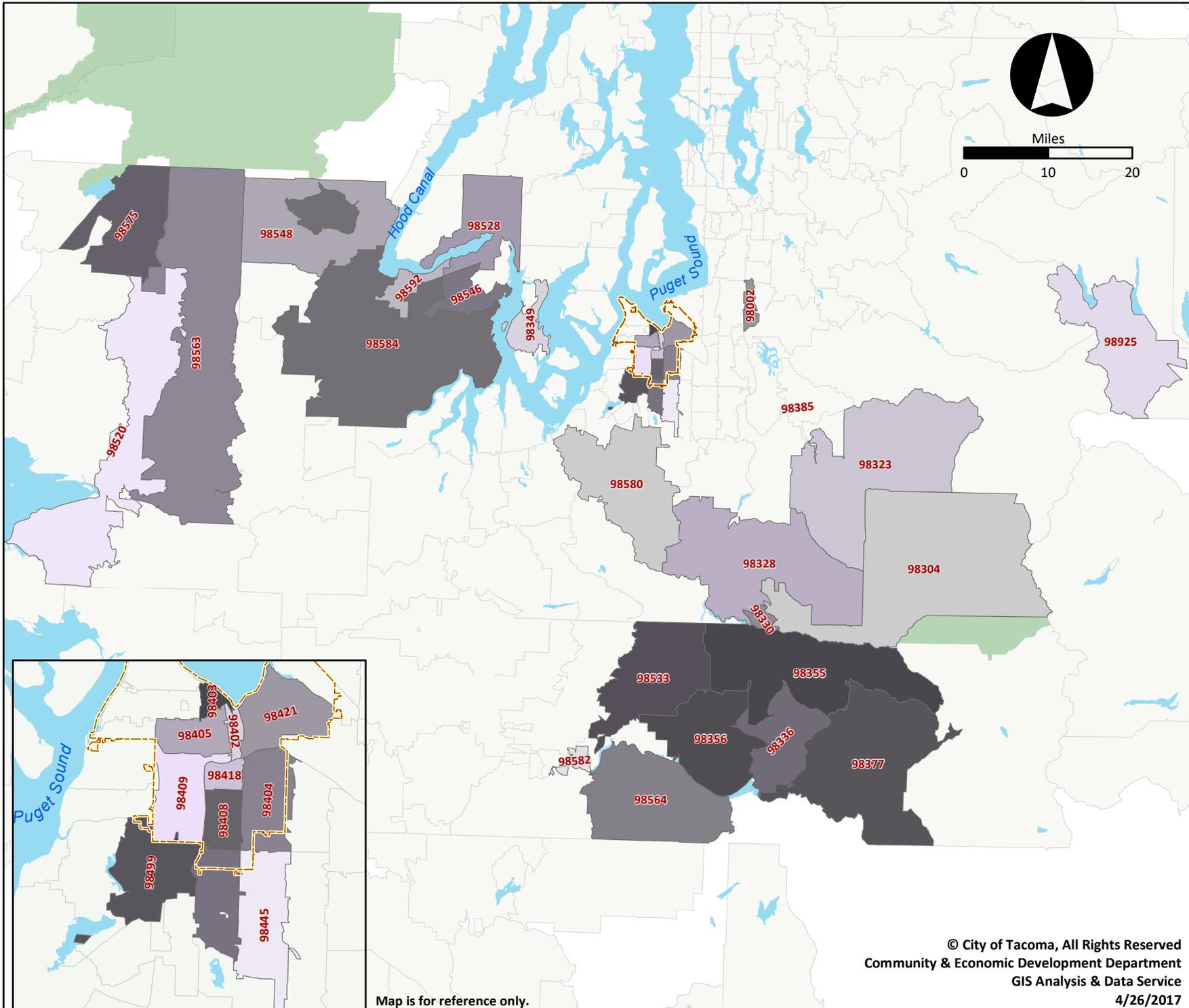
In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted weekly, biweekly or monthly via LCP Tracker
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email [carstrong@cityoftacoma.org](mailto:carstrong@cityoftacoma.org).

# Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
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- 98402
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- 98404
- 98408
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- 98418
- 98421
- 98444
- 98445
- 98499

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 Community & Economic Development Department  
 GIS Analysis & Data Service  
 4/26/2017

Map is for reference only.

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City of Tacoma LEAP Office  
747 Market Street, Room 808  
Tacoma, WA 98402  
(253) 591-5826 fax (253) 591-5232  
www.cityoftacoma.org/leap

## **LEAP APPRENTICE VERIFICATION FORM**

Contractor/Sub: \_\_\_\_\_ Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

Ethnic Group (*optional*):     Asian/Pac Isl.  Black  Hispanic  Native American  White  Other

Gender (*optional*):     MALE         FEMALE

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Apprenticeship County: \_\_\_\_\_ Apprenticeship Registration I.D. (*if applicable*): \_\_\_\_\_

Age: \_\_\_\_\_ Copy of DD-214: \_\_\_\_\_

**\*\*\*\*\*Please fill out entire form for tracking LEAP performance\*\*\*\*\***

LEAP qualified Apprentice categories: (check all that apply and provide evidence for each check)

\_\_\_\_ a. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

\_\_\_\_ b. WA State Approved Apprentice \*(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

# LEAP APPRENTICE VERIFICATION FORM

*To be Completed by Contractor or Subcontractor*

Please attach a legible copy of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status.

.....

\_\_\_\_\_ For Youth - Copy of Birth Certificate or WA State ID or WA Driver's License (projects advertised after 05-20-13)

\_\_\_\_\_ For Veterans – Copy of DD-214(Projects advertised after 05-20-13)

\_\_\_\_\_ Driver's License with current address

\_\_\_\_\_ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

\_\_\_\_\_ Copy of current tax form W-4

\_\_\_\_\_ Rental Agreement/Lease (residential)

\_\_\_\_\_ Computer Printout From Other Government Agencies

\_\_\_\_\_ Property Tax Records

\_\_\_\_\_ Apprentice Registration I.D.

\_\_\_\_\_ Food Stamp Award Letter

\_\_\_\_\_ Housing Authority Verification

\_\_\_\_\_ Insurance Policy (Residence/Auto)

\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

No PO Boxes

Contractor Representative: \_\_\_\_\_

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

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

# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

## LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- Prime Contractor LEAP Utilization Plan - This form is to be completed and presented at the Pre-Construction Meeting.
- LEAP Apprentice Verification Form - This form is to be completed for every qualifying Apprentice employee.

The forms above, LEAP Program Requirements, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link:

<http://cityoftacoma.org/leap>.

The City of Tacoma's LEAP office enforces two mandatory goals on City projects above certain monetary thresholds.

The Local Employment Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Areas of the Tacoma Public Utilities Service Area.

The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

\*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal
2. 15% Apprentice Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.

## No Work Performed (NWP) Report

Prime/Sub Contractor: \_\_\_\_\_

Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Payroll Week Ending Date: \_\_\_\_\_ Payroll Number: \_\_\_\_\_

**NO WORK PERFORMED**

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



City of Tacoma  
 LEAP Office  
 747 Market Street, Room 900  
 Tacoma WA 98402  
 Telephone (253) 591-5826  
 Fax (253) 591-5232

# PRIME CONTRACTOR LEAP UTILIZATION PLAN

*Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.*

**Part A**

<b>Contractor:</b>			<b>Date:</b>
<b>Specification Number:</b>	<b>Contract/Work Order Number(s):</b>	<b>Contract Dollar Amount:</b>	
<b>Project Description:</b>			<b>Notes:</b>

**PART B PLANNED LEAP HOURS\***

Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	<b>Date</b>
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	<b>Rejected</b>
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	<b>Date</b>
	hrs.	hrs.	hrs.	hrs.	
<b>Totals</b>					
					<b>TOTAL hrs.</b>

**Part C**

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary)

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## General Instructions for completing Prime Contractor LEAP Utilization Plan

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### **Part A**

**Contractor/Contract Information Section:** The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

### **Part B**

**Planned LEAP Hours Section:** This section should be completed by the Prime Contractor. The information required in Part B is described below.

**Trade or Craft:** Indicate the Trade or Craft being used.

**LEAP Employee Categories:** Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, Economically Distressed Area Resident, Tacoma Public Utilities Service Area Apprentice Resident, WA State Apprentice \*(Contracts outside of TPU Service Area Only).

**Totals:** Total the number of hours in each of the five (5) columns.

### **Part C**

**Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal:** This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

## Economically Distressed ZIP Codes

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Y	Y	Auburn
98030	Y	Y		Kent
98032	Y	Y		Kent
98198	Y	Y		Seattle
98304	Y	Y	Y	Ashford
98323		Y	Y	Carbonado
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98355	Y	Y	Y	Mineral
98356	Y	Y	Y	Morton
98377		Y	Y	Randle
98385		Y	Y	South Prairie
98424	Y	Y		Fife
98433		Y	Y	JBLM
98439	Y	Y		Lakewood
98444	Y	Y	Y	Parkland
98467	Y	Y		University Place
98499	Y	Y		Lakewood
98520	Y	Y		Aberdeen
98528	Y		Y	Belfair
98548	Y	Y	Y	Hoodsport
98564	Y		Y	Mossyrock
98575		Y	Y	Quinalt
98580		Y	Y	Roy
98584	Y	Y		Shelton
98597	Y	Y		Yelm
98925	Y	Y	Y	Easton

“200% Pov” = People at or below 200% of the federal poverty line. (69<sup>th</sup> percentile)

“Unemployed” = Unemployment rate (45<sup>th</sup> percentile)

“25+ College” = People at or above 25 years old without a college degree. (75<sup>th</sup> percentile)

# Tacoma Public Utility Service Area

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in a Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

**PART V**

**STATE PREVAILING WAGE RATES**

**AND**

**GENERAL REQUIREMENTS**

## PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

## REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

## 1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## **2. CONTRACTOR**

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## **3. SUBCONTRACTORS**

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## **4. 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.

### **4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

### **4.2 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.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.4 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.

### 4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

### 4.6 Other Insurance

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