



CITY OF TACOMA
NOTICE OF A SMALL WORKS ROSTER CONTRACTING OPPORTUNITY
April 27, 2016

Request for Bids
Specification No.
PW16-0182S

Project Scope: Fleet Metal Recycling Awning

To view and download an electronic copy of the complete bid solicitation document, visit the City of Tacoma's [Small Works Roster](#) website and click on "SWR Solicitations" in the left column, then select the specification number referenced above.

*This solicitation document is available via the City's website only. If you prefer that a different e-mail address be used to notify your company of SWR opportunities, please contact the City of Tacoma Purchasing Division at **email bids@cityoftacoma.org** to update your company information. Include the Specification No. in your correspondence.*



City of Tacoma
REQUEST FOR BIDS
Specification No. PW16-0182S

The City of Tacoma is accepting **BIDS** for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409. The City is now accepting e-mailed bid submittals sent to sendbid@cityoftacoma.org. Please include the Collective Bid Number in the subject line of your e-mailed bid. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal. Respondents may submit bids by fax unless otherwise stated in this Request for Bids. The City of Tacoma accepts no responsibility for transmission errors if transmitted by fax. Our fax number is: 253- 502-8372.

Submittal Deadline: Bids will be received until **11:00 a.m., Pacific Time, Friday, May 13, 2016.**

Questions / Substitutions Deadline Tuesday, May 10, 2016

Pre-Bid on site meeting May 6, 2016, at 9:30 AM (Recommended but not required)

Estimate: \$50,000

Contacts: Additional information regarding the specifications may be obtained by contacting Debbie Seibert, Buyer at 253-502-8587, for general purchasing information.

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit cityoftacoma.org/employmentstandards.

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



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

BIDDER'S CHECK LIST

This checklist identifies the documents to be submitted. Any bid received without these documents may be deemed non-responsive and not be considered for award.

1. BID PROPOSAL & SIGNATURE PAGE
 - The total amount column to be filled in as well as inserting the company name at the top of the page.
 - To be signed by an authorized representative of the company and to include his/her E.I. Number.
2. STATE RESPONSIBILITY & RECIPROCAL BID PREFERENCE FORM
3. SUSTAINABILITY INFORMATION
4. PRIME CONTRACTOR'S AND SUBCONTRACTOR'S PRE-WORK FORMS

FOLLOWING FORM(S) TO BE EXECUTED AFTER REVIEW AND AWARD RECOMMENDATION IS APPROVED

1. CONTRACT
 - The attached sample contract shall be executed.
2. PERFORMANCE BOND TO THE CITY OF TACOMA
 - To be executed by the successful bidder and his/her Surety Company and countersigned by a local resident agent of said surety company.
3. CERTIFICATE OF INSURANCE
 - Contractor shall submit a Certificate of Insurance and endorsements as required by the City of Tacoma, if not already on file with the Purchasing Division.
4. GENERAL RELEASE
 - To be executed by the successful bidder upon completion of the work and prior to the receipt of the final payment.

**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).

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 no later than **Noon on Wednesday, April 20, 2016**. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

DELIVERY

City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North – Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

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PROPOSAL FORMS

The following forms must be completed in their entirety and submitted with the bid. Bidders must use the forms provided. Do not modify or substitute forms. Failure to complete and submit all the forms in this section may result in the bid being declared unresponsive and rejected.

1. BID PROPOSAL AND SIGNATURE PAGE
2. STATE RESPONSIBILITY & RECIPROCAL BID PREFERENCE FORM
3. SUSTAINABILITY FORM
4. RETAINAGE OPTION FORM
5. PRIME CONTRACTOR'S PRE-WORK FORM
6. SUB CONTRACTOR'S PRE-WORK FORM

FLEET METALS RECYCLING AWNING
SPECIFICATION NO.: PW16-0182S

BID PROPOSAL & SIGNATURE PAGE

City of Tacoma
Department of Public Works
Facilities Management

Name of Firm: _____
(Write in company name)

In compliance with the contract documents, the following bid proposal is submitted:

BASE BID:

Lump sum base bid is inclusive of the Scope of Work described in the Contract Documents.

BASE BID:	\$ _____
<u>WA STATE SALES TAX @ 9.5%:</u>	\$ _____
GRAND TOTAL:	\$ _____

TIME FOR COMPLETION:

The undersigned hereby agrees to substantially complete all the work under the Base Bid within 50 calendar days from the date of the "Notice to Proceed."

FLEET METALS RECYCLING AWNING
SPECIFICATION NO.: PW16-0182S

BID PROPOSAL & SIGNATURE PAGE

SIGNATURE PAGE

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration North Building, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

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.)

Addendum acknowledgement (if applicable) #1_____ #2_____ #3_____

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 for your employees working in Washington?

- Yes No
 Not Applicable

Washington Employment Security Department number:

Number: _____

- Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

- Not Applicable

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

- Yes No If yes, provide an explanation of your disqualification on a separate page.

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: _____

FLEET METALS RECYCLING AWNING
SPECIFICATION NO.: PW16-0182S

SUSTAINABILITY FORM

1) Have you incorporated sustainability into your everyday business practices? **Yes / No**

Please Describe: _____

2) Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and services? **Yes / No**

Please Describe: _____

3) Will you be incorporating and implementing sustainable practices during the construction of this project? **Yes / No**

Please Describe: _____

Specification PW16-0182S

As provided for in RCW 39.08.010, a performance bond is required on any work resulting from this bid, provided that on contracts of \$35,000 or less, the contractor may, in lieu of the bond, elect to have the City of Tacoma retain 50 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later. Please specify your choice:

____ 50 percent retainage (for contract amounts *under* \$35,000 only) OR ____ Bond

Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
 2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
 3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
 4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions or 1, 2, and 3 are met, the contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
-

PLEASE MARK YOUR CHOICE OF RETAINAGE OR BOND AND SUBMIT THIS DOCUMENT WITH YOUR BID.



City of Tacoma
 Community and Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 900
 Tacoma, WA 98402
 253-591-5224

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN		AMERICAN INDIAN		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Signature of Responsible Officer _____

Date _____

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have any questions regarding the completion of this form, please call the City of Tacoma Office of Small Business Enterprise at 253.591-5224.



City of Tacoma
 Community & Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 900
 Tacoma, WA 98402
 Office 253-591-5224

SUBCONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Name of Prime Contractor _____

Specification Number _____

Type of work to be performed on this project _____

QUESTIONS 1 & 2, BELOW, REFER TO ANY FURTHER SUBCONTRACTING OF YOUR FIRM'S PORTION OF THIS PROJECT

1. What is the total number of **ALL** subcontracts to be let on this project? _____
2. What specific efforts were made by your company to obtain or assure minority and women subcontractor participation on this project? _____

SUBCONTRACTOR'S PRESENT WORK FORCE

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN		AMERICAN INDIAN		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer(s)/Manager(s)												
Foreman												
Apprentices												
Trainees												
TOTALS												

SUBCONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Signature of Responsible Officer _____

Date _____

INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
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3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
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7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have any questions regarding the completion of this form, please call the City of Tacoma SBE Office at 253.591-5224.

CONTRACT FORMS (POST AWARD)

1. CONTRACT
2. INSURANCE CERTIFICATE REQUIREMENTS
3. PERFORMANCE BOND TO THE CITY OF TACOMA
4. GENERAL RELEASE TO THE CITY OF TACOMA

CONTRACT

Resolution No.
Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and
Enter vendor name herein after called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. enter spec number

Project: enter spec name

Contract Total: \$ _____, Select applicable tax information

The 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 provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year.

CITY OF TACOMA:

PRINCIPAL: Enter vendor name

By: _____
Title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Select one (for contract totals over \$50K or NA)

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
 1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification

- B. The following general requirements apply:
 1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

- C. The following statements are required on the Certificate of Insurance:
 1. "*The City of Tacoma is named as an additional insured*" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 2. "*This insurance is primary and non-contributory over any insurance or self-insurance the City may have*" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 3. "*Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named.*" Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007		"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

as principal, and

a corporation organized and existing under the laws of the State of

as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF TACOMA in the penal sum of \$ _____, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

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

Dated at Tacoma, Washington, this _____ day of _____, 20_____.

Nevertheless, the conditions of the above obligation are such that:

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 certain contract, providing for

Specification No.

Specification Title:

Contract No.

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

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for the _____ between _____ and the City of Tacoma, Contract No. _____ 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 _____ excluding sales tax.

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

Contractor

By _____
Title _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I, _____, a Notary Public in and for the said State, do hereby certify that on this _____, day of _____, 20____, that _____, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington
My appointment expires _____

WASHINGTON STATE
PREVAILING WAGE RATES

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

- 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:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under [39.12 RCW](#) that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

GENERAL PROVISIONS

GENERAL PROVISIONS – SMALL WORKS ROSTER

Public Works and Improvements Contracts of Less Than or Equal to \$200,000

(Revised January 2012)

Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

SECTION II – CONTRACT REQUIREMENTS

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Independent Contractor

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

2.03 CONFLICTS IN SPECIFICATIONS

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

- a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the engineer/project manager for determination. Failure to submit the discrepancy issue to the engineer/project manager shall result in the Contractor's actions being at his/her own risk and expense. The

engineer/project manager shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.04 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which does not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the engineer/project manager.

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

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

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

2.05 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.06 INDEMNIFICATION – HOLD HARMLESS

A. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

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

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

B. Subletting

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

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

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

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

2.08 DELAY

A. Extension of Time

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

B. Unavoidable Delay

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

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the engineer/project manager of the particular department/division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and

pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem

advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

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

2.13 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with contractor/Supplier until delivery is tendered unless otherwise stated in these Specifications.

B. Delivery

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma). Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Contractor/Supplier expense except in the case of force majeure.

2.14 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.15 INCURRED COSTS

The City of Tacoma is not liable in any way for any costs incurred by respondents replying to this solicitation.

2.16 INVOICES

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

Accounts Payable
City of Tacoma
PO Box 1717
Tacoma, WA 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.17 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice OR City department payment request. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly

completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Contractors with annual gross revenues below \$250,000 who are awarded contracts of less than or equal to \$100,000, who have completed mutually agreed upon quantities of work, shall be paid within 10 business days, less five percent retainage, unless waived, provided they have complied with all contractual requirements, including but not limited to receipt by the city of certified payrolls, statement of intents to pay, etc., of the contract at the time of payment.

2.18 APPROVED EQUALS

- A.** Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the bidder specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal."
- B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the bidder to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the bidder's expense.
- C.** When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

2.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities

2.20 INCREASE OR DECREASE IN QUANTITIES

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

2.21 EXTENSION OF CONTRACT

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

2.22 ENTIRE AGREEMENT

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

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GENERAL PROVISIONS – SMALL WORKS ROSTER

SECTION III – CONSTRUCTION AND/OR LABOR CONTRACTS

3.01 BIDDER'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the state of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

If the Contractor fails to maintain such insurance, the City of Tacoma may, at its discretion, immediately terminate the contract.

3.06 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report

shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.07 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, [Prevailing Wage Section](#), 866-219-7321, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and Industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work – No Agreed Price

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

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the engineer/project manager administering the Contract;
2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
3. Material, including sales taxes pertaining to materials;
4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

- A.** Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington. In addition to the Department of Revenue requirements, releases from the state of Washington Labor & Industries and Employment Securities must be received.
- B.** Provide the General Release and Final Contract Verification to the City of Tacoma on the form set forth in these Contract documents, if applicable;

- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 Intentionally Omitted.

3.17 PERFORMANCE BOND / RETAINAGE

Retainage

As provided for in RCW 60.28, five percent of moneys earned by the contractor will be retained for a period of 45 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Performance Bond

The successful Bidder shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the state of Washington. If a bond is requested for a supply type contract, a cashiers' check or cash may be substituted for the bond; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

For contracts of less than or equal to \$100,000, the performance bond and/or retainage requirements may be waived on a case-by case basis for City of Tacoma Small Works Roster firms whose annual gross revenue is below \$1,000,000.

3.18 SUPPLEMENTAL BIDDER CRITERIA

The bidder must also meet the following applicable supplemental criteria adopted by the City of Tacoma (excerpted from TMC Chapter 1.06.262 Evaluation of Submittals, Qualifications of Bidders and Respondents).

- A.** In determining the “lowest and best responsible bidder” for purchase of supplies, purchased services and public works, in addition to price, the following may be considered:
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 Historically Underutilized Business 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.
- B.** Intentionally Omitted.
- C.** Proof of Qualifications for Award. As a condition of accepting a submittal, the City may require respondents to furnish information, sworn or certified to be true, on the requirements of this Section. 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 meet all of the following requirements, any submittal from such respondent must be disregarded. In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications:
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.

3.19 MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

DELIVERY

City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North, Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

The City will respond to the 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 notified Small Works Roster bidders.

3.20 DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the bidder responsibility criteria 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 within the timeline specified in the notification by presenting additional information to the City. The City will consider the additional information before issuing its final determination.

3.21 SUBCONTRACTOR RESPONSIBILITY

- A. The Contractor shall include the language of this 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.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 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 subcontract 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;
 - d. Have an electrical contractor license, if required by Chapter 19.28 RCW;
 - e. Have an elevator contractor license, if required by Chapter 70.87 RCW.

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).

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Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 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 Sunset and 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 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 reasonably achievable goals 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. 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.

A. “Affidavit of Small Business Enterprise Certification” means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. “Base Bid” means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code (“WAC”) 458-20-171.

C. “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.

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

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

F. “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.

G. “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.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE 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.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

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

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

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

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

P. “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.

Q. “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.

R. “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.

S. “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.

T. “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.

U. “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.

V. “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.

(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 his or her designated SBE Program Coordinator, 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 rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(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 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
 - b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator 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. 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. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers 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 and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals 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. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(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 contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal 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 SBE utilization goal 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 SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

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

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \right] \times (.05 \times \text{Low Base Bid}) = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

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 SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE 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).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(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 SBE participation shall, during the term of the contract, comply with the SBE goal 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 SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, 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 SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), 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 SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator 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. The SBE Program Coordinator 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 SBE Program Coordinator 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 SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(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 his or her 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 SBE Regulations.

(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 SBE Program Coordinator, 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 SBE Regulations has occurred, the SBE Program Coordinator 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. 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 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, 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, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of 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. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01 10 00 SUMMARY

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Project information.
- B. Work covered by Contract Documents.
- C. Access to site.
- D. Coordination with occupants.
- E. Work restrictions.
- F. Specification and drawing conventions.
- G. Miscellaneous provisions.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.
- B. Section 01 50 00 “Temporary Facilities and Controls” for limitations and procedures governing temporary use of Owner’s facilities.
- C. Section 01 33 00 “Submittal Procedures”

1.3 PROJECT INFORMATION

- A. Project Identification:
 - 1. Project Name: Fleet Metals Recycle Awning
 - 2. Project Location: 3639 Pine Street, Tacoma WA 98409
 - 3. Project Duration: 45 calendar days from the date of “Notice to Proceed” is allowed for this project
- B. Owner: City of Tacoma
 - 1. Owners Representative: Dan Cederlund, Project Manager, Facilities Management Division, Department of Public Works.
- C. Permits:
 - 1. The owner will supply the building permit to the contractor.

2. Acquisition and payment of any additionally required permit will be the responsibility of the contractor.

1.4 ACTION SUBMITTALS

- A. For complete submittal information to be included in a submittal, see the Section of this Specification governing that Product or Task.
- B. For information on submitting Submittal see Section 01 33 00 "Submittal Procedures".
- C. The list of Product Submittals required for each type of product, include, but are not limited to:
 1. Structural Steel
 2. Standing Seam Roofing
 3. Paint
- D. The list of Informational Submittals required, but not limited to, include:
 1. Work Plan
 2. Welder certs

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 1. The project scope includes:
 - a. Attaching new beams to existing steel columns.
 - b. Frame, Paint and Roof the awning
- B. Contractor shall provide a Work Plan for review and approval; see Section 01 33 00 – Submittal Procedures. The work plan shall consist of the following:
 1. Drawings to scale on 8-1/2 x 11 or 11x17 paper showing the items referred to in the Work Plan with major landmarks labeled.
 2. A written description of the work plan including alternatives or options for completing a task.
 3. The Work Plan shall at least address the following:
 - a. Keeping access to the facility open at all times during construction.
 - b. Staging of materials and equipment.
 - c. Protection of pedestrians and pedestrian travel paths.
- C. Type of Contract.

1. Project will be constructed under a single prime contract.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of the Project site for construction operations during construction period with the following limitations:
 1. A pedestrian access route shall be kept open during construction.
 2. Construction operations that block an access door to the building must be coordinated with Fred Chun, Fleet Manager; 253-591-5553
 3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Existing site Condition: Contractor shall repair curbs, sidewalks, utilities, or any other landscape feature damaged by equipment accessing the site.

1.7 WORK RESTRICTIONS

- A. Limit construction to daylight hours.
- B. On-Site Work Hours: Contractor weekday/weekend work hours and noise shall comply with Tacoma municipal Code, Chapter 8.122 – Noise Enforcement.
- C. Controlled Substances: Use of tobacco products and other controlled substances on project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words “shall”, “shall be”, or “shall comply with”. Depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittal requirements.

1.2 RELATED SECTIONS

- A. General requirements and procedures for preparing and submitting Shop Drawings, product data, and samples are specified in Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- B. Submittals required to complete the Contract closeout are specified in Section 01 77 00 – Closeout Procedures.

1.3 MEASUREMENT AND PAYMENT

- A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

1.4 SUBMITTAL REQUIREMENTS

- A. Review Period:
 - 1. Prepare submittals sufficiently in advance so that approval may be given before commencement of related work.
 - 2. Allow 15 calendar days after receipt by the Engineer for review of each submittal, including resubmittals.
 - 3. The contractor shall be responsible for determining whether or not certain governmental entities and utility districts require longer review periods. When longer review periods are required; the Contractor shall schedule the Work accordingly, so that the Work and project progress schedules are not adversely impacted.
- B. Submittal Delivery: Ship submittals prepaid or deliver by hand directly to the Engineer. Submittals without samples may be submitted electronically.
- C. Transmittal Form: Accompany submittals with a transmittal form, (See example transmittal at end of this specification section) containing the following information
 - 1. The Contractor's name, Project name, Submittal name and date;

2. Submittal number. Submittal numbers shall adhere to the following format: 000000-00.0
 - a. A six digit number that represents the specification section requiring a submittal (no spaces) followed by a dash;
 - b. A two digit sequential number starting at 01 for each specification in this section, followed by a period;
 - c. A one digit sequential number starting at 1 that represents the number of times this particular submittal has been submitted for approval.
 3. Contract number, Specification section requiring submittal;
 4. List quantities and types of material being submitted.
- D. Changes in Approved Submittals: Changes in approved submittals will not be allowed unless those approved submittals with changes have been resubmitted and approved, in the same manner as the original submittal.
- E. Supplemental Submittals: Supplemental submittals initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals.

1.5 CONTRACTORS RESPONSIBILITIES

- A. Contractor's Review and Approval:
1. Each submittal shall be reviewed, stamped, and signed as reviewed and approved by the Contractor prior to submission. The Contractor's approval shall indicate review and approval with respect to the following responsibilities:
 2. The Contractor shall be responsible for:
 - a. The correctness of the drawings, for shop fits and field connections, and for the results obtained by the use of such drawings.
 - b. Verification of catalog numbers, and similar data.
 - c. Determination and verification of field measurements and field construction criteria.
 - d. Checking and coordinating information in the submittal with requirements of the Work and of the Contract Documents.
 - e. Determination of accuracy and completeness of dimensions and quantities.
 - f. Confirmation and coordination of dimensions and field conditions at the site,
 - g. Safety precautions.

- h. Errors or omissions on submittals.
 - i. Coordination and performance of work of all trades.
 - j. Identification of deviation(s) from Contract requirements.
 3. The contractor shall coordinate each submittal with the requirements of the Work, placing particular emphasis upon assuring that each submittal of one trade is compatible with other submittals of related work. Ensure submittal is complete with all relevant data required for review.
 4. The Contractor shall stamp, initial or sign the submittal, certifying:
 - a. Dimensional compatibility of the product with the space in which it is intended to be used.
 - b. Review of submittals for compliance with Contract requirements.
 5. Do not start work for that requires approval by the Engineer until submittals have been returned to the Contractor with official indication that approval has been granted by the Engineer.
 6. If the submittal is designated to be sent to the Engineer for information, approval by the designated approval authority shall take place before submission to the Engineer.
 7. Approval of drawings and associated calculations by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the drawings and associated calculations, or from deviations from the Contract Documents, unless submittals containing such deviations were submitted to the Engineer and the deviations were specifically called to the attention of the Engineer in the letter of transmittal and within the submittal, and approved specifically by the Engineer as a Contract change.
 8. Approval of the Contractor's submittal by the Engineer shall not relieve the Contractor of any responsibility, including responsibility for accuracy and agreement of dimensions and details.
- B. Submittal Quantities: Refer to Contract Specifications Section 01 33 23 – Shop Drawings, Product Data, and Samples, for submittal quantities.
- C. Review by the Engineer: One marked up reproducible set of drawings, one copy of product data, and one sample will be returned to the Contractor.
- D. Distribution of Submittals after Review: Distribute prints or copies of approved submittals, bearing the Engineer's or designated approval authority's stamp and signature, to the Contractor's field office and the Engineer's field office; to affected and concerned Subcontractors, Suppliers, and fabricators; and to affected and concerned members of the Contractor's workforce.


1.6 ENGINEER'S REVIEW

- A. Submittals will be reviewed for conformance with requirements of the Contract Documents. Review of a separate item will not constitute review of an assembly in which the item functions. Review will not relieve the Contractor from Contractor's responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Documents, for compatibility of described product with other provided products and the rest of the system, or for prosecution and completion of the Contract in accordance with the Contract Documents.
- B. Submittals shall be understood as being made for approval, unless otherwise specified, for example, as being made for information, record, or review. The Engineer will indicate its reviews of submittals and the action taken (approvals and nonapprovals) by means of its review stamp. The review stamp will be affixed by the Engineer, the action block will be marked, and the stamp will be signed in blue ink and dated.
 - 1. Submittal made for review and submittals signed and sealed by a professional engineer will not be approved by the Engineer.
- C. The review-stamp action-block marks will have the following meanings:
 - 1. The mark APPROVED is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents; that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed; and that the submittal need not be resubmitted.
 - 2. The mark APPROVED AS NOTED is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents upon incorporation of the reviewer's corrections, and that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed. Submittals so marked need not be resubmitted unless the Contractor challenges the reviewer's exception.
 - 3. The mark RESUBMISSION REQUIRED is a disapproval, and means; the submittal has been thoroughly reviewed and found to have sufficient errors, or errors of such magnitude that incorporation could violate the Contract Documents. This submittal must be corrected and resubmitted.
 - 4. The mark NOT APPROVED is a disapproval, and means that the submittal is deficient to the degree that the reviewer cannot correct the submittal with a reasonable degree of effort. This submittal needs revision or completeness to be properly reviewed. This submittal must be corrected and resubmitted.

PART 2 – NOT USED

PART 3 – NOT USED

EXAMPLE SUBMITTAL TRANSMITTAL FORM



City of Tacoma
 Department of Public Works
 Facilities Management
 747 Market Street, Room 744
 Tacoma, WA 98402-3769

SUBMITTAL TRANSMITTAL FORM

Project Name	Sun King Art Installation	Date	10/25/13
Contractor	AAA General Contractors		
Submittal Number	033000-01.1		
Submittal Name	Concrete Mix Design		
Specification Section	1.3B, 1.3E	Contract Number	460000XXXX

SUBMITTAL TYPE: Check all that apply

X	Product Data	Re-Submittal	Quality Control/Assurance
	Test Reports	Certificate/Warranty	Contract Closeout
X	Design Data	Samples	Other

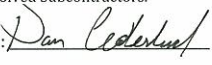
COPIES	TYPE	DESCRIPTION
1	pdf	3 pdf's: Design mix, Material Certs's, Qualification data

Review Stamp

Certify either A or B:

A. This document has been detail-checked for accuracy or content and for compliance with the contract documents (**no exceptions**). The information contained herein has been fully coordinated with all involved Subcontractors.

B. This document has been detail-checked for accuracy or content and for compliance with the contract documents **except for the attached deviations**. The information contained herein has been fully coordinated with all involved Subcontractors.

SIGNED: 

P:\FM - Const Support Templates\Specifications\Submittal Transmittal Cover.doc

For electronic copy, contact engineer. Contractor may use their own form. The Example is shown to portray a minimum amount of information required and a general format / organization of information

EXAMPLE SUBMITTAL RETURN FORM

This form will accompany the stamped transmittal form returned by the engineer to provide further clarification.

SUBMITTAL REVIEW COMMENTS				
Job Name:	Sun King Art Installation			
Contract Number:	460000XXXX	Date Received:	10/25/13	
Submittal Number:	033000-01.1	Date due from Reviewer:	11/08/13	
Reference Paragraph:	1.3 B, 1.3 E	Date due to Contractor:	11/08/13	
Submittal Title:	Foundation Concrete Mix Design			
Review is for general conformance with the Contract requirements and shall not relieve the contractor of responsibility for any errors or omissions in such Submittals. Refer to specification section 01 33 00 1.7	Review Action Legend:		Date Returned:	
	Code 1 - No Exceptions Taken		Reviewer:	
	Code 2 - Exceptions As Noted		Firm:	
	Code 3 - Exceptions As Noted - Resubmission Required		Overall Review Action: (See legend)	
Code 4 - Rejected				
Item No.	Submittal Page/ Spec section	Item Review Action	Reviewer's Comments	Contractor's Response
1				
2				
3				
4				
5				
6				
7				
8				

P:\FM - Const Support Templates\Submittals\Submittal Response.xls

END OF SECTION

SECTION 01 33 23 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Shop drawings.
- C. List of materials sources.
- D. Other Submittals.
- E. Product Data.
- F. Samples.

1.2 MEASUREMENT AND PAYMENT

- A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

1.3 DEFINITIONS

- A. Drawings: the term “Shop Drawings”, as used herein, includes fabrication, erection and installation, application, layout, and setting drawings, lists or schedules of materials and equipment, manufacturer’s standard drawings, wiring and control diagrams, all other drawings as may be required to show that the materials, equipment, and systems, and the positions thereof, comply with Contract requirements.
- B. Product Data: The term “product data”, as used herein, includes manufacturer-prepared descriptive literature, catalog sheets, brochures, performance data, test data, printed diagrams, schedules, illustrations, and other information furnished by the Contractor or the various product and materials suppliers to illustrate and describe a product, material, system, or assembly for some portion of the Work.
- C. Samples: the term “samples”, as used herein, are physical examples which illustrate materials, equipment, colors, textures, finishes, functions, configuration, and work quality, and establish the standards of quality and utility by which the Work will be judged for acceptance.

1.4 SUBMITTALS

- A. Refer to Section 01 33 00 – Submittal Procedures, for submittal procedures.
- B. Quantities; submit 1 to 3 copies (quantity at Engineers direction) of the following:
 - a. Full size bond prints of each drawing.

- b. Manufacturer's standard schematic drawings.
 - c. Contractor's or manufacturer's calculations and manufacturer's standard data.
 - d. Manufacturer's printed installation, assembly, erection, application, and placement instructions.
 - e. Sample items specified in the various Specification Sections.
 - f. Inspection reports, test reports, and certificates of compliance.
 - g. Informational submittals to the Engineer for information or record purposes.
2. Where permitted and licenses and other such documents are obtained in the District's name, submit the original and one copy.

1.5 SHOP DRAWINGS

- A. Drawings shall be prepared in accordance with ANSI Y14.1, Drafting Standards Manual, and the following requirements:
1. Drawings shall be limited to the following standard sizes in inches: Maximum size shall be 22 inches by 34 inches.
 - a. ANSI A; 8-1/2 inches by 11 inches wide.
 - b. ANSI B; 11 inches by 17 inches wide
 - c. ANSI C; 17 inches by 22 inches wide
 - d. ANSI D; 22 inches by 34 inches wide
 2. Each drawing shall have the following information in the title block.
 - a. Drawing number, date title, revision number, and sheet number.
 - b. Contractors name.
 - c. Subcontractor/manufacturer name (if applicable).
 - d. Name of installation location
 3. Each drawing shall use symbols from one standard reference source. The Contractor shall furnish a complete symbol list that includes non-standard symbols used on the drawing. Symbols used shall conform to the list of standard references as listed below:
 - a. Institute of Electrical and Electronic Engineers (IEEE).
 - b. National Electric Manufacturer's Association (NEMA).
 - c. ANSI Y14: American National Standards Institute "Drafting Standards Manual".
 - d. ANSI Y10: American National Standards Institute "Letter Symbols for Drafting".
 - e. ANSI Y32: American National Standards Institute "Graphic Symbols for Drafting".
 4. Each drawing shall include details necessary for the procurement, installation, maintenance, and repair of all components or facilities equipment provided. Change Order notices that are attached to drawings shall not constitute revised drawings. Each drawing shall include all changes and be upgraded to reflect the latest configuration.
- B. When specified, shop drawings shall be prepared and submitted electronically. Such drawings shall be created using AutoCAD. Shop drawings to be prepared and submitted electronically

include shop drawings which will be utilized as illustrations and drawings in Operation and Maintenance Manuals.

1.6 OTHER SUBMITTALS

- A. Other submittals shall be furnished upon request for the Engineer's approval to verify compliance of all equipment and materials with the Contract Documents. These submittals shall include in addition to drawings: catalog cuts, certifications of compliance, or any other substantiating information or samples of material items as necessary.

1.7 PRODUCT DATA

- A. The Contractor shall supplement standard information with additional information applicable to this Contract, and indicate dimensions, clearances, performance characteristics, capacities, wiring and other diagrams, and controls.
- B. Submittals shall include the following:
 - 1. Date and revision dates.
 - 2. Contract title and number.
 - 3. Reference Contract Drawing numbers.
 - 4. Applicable Contract Specification Section numbers.
 - 5. Identification of product by either description, modes number, style number, serial number, or lot number.
 - 6. The names of the contractor, Subcontractors, Suppliers, and manufacturers as applicable.
 - 7. Applicable standards, such as ASTM or Federal specification numbers.
- C. Certificates of compliance:
 - 1. The Engineer may permit the use of certain materials prior to sampling and testing if accompanied by a certificate of compliance stating that the materials involved comply in all respects with the requirements of the Contract Documents. The certificate shall be signed by the manufacturer of the material. A certificate of compliance shall be furnished with each lot of material delivered to the Work, and the lot so certified shall clearly be identified in the certificate.
 - 2. All materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents. Any such material not conforming to such requirements shall be subject to rejection whether in place or not.
 - 3. The Engineer reserves the right to refuse the use of material submitted for approval solely on the basis of a certificate of compliance.

1.8 SAMPLES

- A. The Contractor shall furnish to the Engineer samples required by the Contract documents. Samples shall be submitted without charge, with shipping charges prepaid. Materials for which samples are required shall not be used in the Work until approved in writing by the Engineer.
- B. Sample Label: each sample shall be labeled with the following data:
1. Name of project;
 2. Name of Contractor;
 3. Material or equipment represented, and location in the project;
 4. Name of producer, brand, trade name if applicable, and place of origin; and
 5. Date of submittal.
- C. The Contractor shall forward a letter to the Engineer submitting each shipment of samples and containing the information listed on the Sample Label specified herein. Approval of a sample shall be only for the characteristics and use named in the submittal and approval, and shall not be construed to change or modify any Contract requirement. Before submitting samples, the Contractor shall assure itself that the materials or equipment will be available in the quantities required in the Contract, as no change or substitution is approved by the Engineer in writing.
- D. Samples of material from local sources shall be taken by or in the presence of the Engineer. Samples taken otherwise shall not be considered for testing.
- E. Inspection and tests will be made, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guaranty of acceptance of any material which may be delivered later for incorporation in the Work.
- F. Approved samples not damaged in testing may be incorporated in the finished work if marked for identification and approved by the Engineer. Materials incorporated in the Work shall match the approved samples.
- G. Failure of any material to pass the specified tests shall be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand, make, or source of that material. The Engineer reserves the right to disapprove any material which has previously proven unsatisfactory in service.
- H. Samples of material delivered to the site or installed in place may be taken by the Engineer for testing. Failure of samples to meet Contract requirements shall annul previous approvals of the item tested.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Requirements for temporary utilities, support facilities, security and protection facilities

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 UTILITIES

- A. General: City of Tacoma utilities will be provided. Contractor is responsible for providing extension cords and hoses as required for construction activities.
- B. Storm Sewer: Contractor is responsible for protecting storm sewer system per section 3.3 of this Specification.

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES

- A. No jobsite trailers shall be allowed on the site.
- B. Laydown area will be provided for staging material and hoisting equipment.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 – EXECUTION

3.1 SUPPORT FACILITIES INSTALLATION

- A. Parking: Contractor is allowed to park on-site.
- B. Waste Disposal Facilities: Contractor to haul off all waste generated each day at the end of the work day.
- C. Lifts and Hoists: Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Provide protective coverings, barriers, devices, signs, or other procedures to protect existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades and Warning Signs: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Prohibit smoking in all construction areas.

3.3 STORM SEWER DRAINAGE PREVENTION (100% CONTAINMENT)

- A. Conform to work place safety regulations for storage, mixing, application and disposal of all cleaning, sealing and repair related materials to requirements of those authorities having jurisdiction including Federal, State and Local.
- B. Conform to safety precautions in accordance with the requirements to Health and Safety regulations, latest edition, of authorities having jurisdiction.
- C. To prohibit contaminants entering storm drain systems or into the ground, the following procedures shall be strictly adhered to:
 - 1. Do not dump any substance, wash water or liquid waste on the pavement, ground, or toward a storm drain.
 - 2. Retain cleaning water to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - 3. Retain cleaners, thinners, solvents and other products containing VOC's and place in designated containers and ensure proper disposal.
 - 4. Return solvent, oil and cleaner soaked rags, sponges, brushes used during the cleaning operation for containment recovery, proper disposal or appropriate cleaning and laundering.
 - 5. Dispose of contaminates in an approved legal manner in accordance with hazardous waste regulations.
 - 6. Empty containers are to be dry prior to disposal or recycling.
 - 7. Close and seal tightly, partly used cans of materials used in the cleaning and sealing.

8. Use plastic drop cloths underneath outdoor scraping, and power washing work and properly dispose of collected material daily.
9. Use a plastic drop cloth or oversized tub for activities such as chemical mixing and tool cleaning.
10. Dispose of all wash water from tool cleaning to the sanitary sewer system, if allowed by Owner. Do not dispose of wash water to roof drains, street drains or landscaping.
11. Sweep paved areas as needed and collect loose particles for proper legal disposal.
12. Wipe up spills with rags and other absorbent material immediately. Do not hose down the area to a storm drain.
13. Store toxic and cleaning materials under cover during precipitation events and when not in use.
14. Have appropriately sized and stocked spill kits stationed in all areas of chemical storage.

END OF SECTION

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Requirements preparatory to final inspection.
- B. Final inspection.
- C. Acceptance of the Work and final payment.

1.2 MEASUREMENT AND PAYMENT

- A. Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Bid Schedule of the Bid Form, or incidental to the Work.

1.3 REQUIREMENTS PREPARATORY TO FINAL INSPECTION

- A. The Contractor shall request a preliminary final inspection to determine the state of completion of the Work.
- B. The request shall be made in writing, addressed to the Engineer, at least seven days in advance of the requested date of the preliminary inspection.
- C. The Engineer will perform the preliminary inspection within three days of the requested date.
- D. Prior to the requested date of the preliminary inspection, the Contractor shall perform or provide the following, as applicable:
 - 1. Temporary facilities, except as may be required for punch list work, shall be removed from the site.
 - 2. The site and all applicable appurtenances and improvements shall be cleaned as specified in Section 01 74 14 – Cleaning
- E. The Contractor shall be represented by its principal superintendent and such Subcontractors and Suppliers as may be necessary to answer the questions of the Engineer's inspection team.
- F. From the information gathered from this inspection, the Engineer will prepare a punch list of work to be performed, corrected, or completed.
- G. All work on the punch list shall be completed by the Contractor prior to requesting the final inspection.

1.4 FINAL INSPECTION

- A. When all requirements of the above prepared punch list have been completed, the contractor shall request the final inspection to determine eligibility for issuance of the Certificate of Substantial Completion.
- B. The request shall be made in writing, addressed to the Engineer, at least three days in advance of the requested date of the final inspection.
- C. The Contractor shall be represented by its principal superintendent and such Subcontractors and Suppliers as may be necessary to verify the completion of the Work including punch list items.
- D. If the Work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the Engineer will recommend that the District issue a Certificate of Substantial Completion, based upon the Contractor's assurance that remaining corrective measures will be completed within the shortest practicable time period. The Engineer will attach a corresponding punch list to the Certificate of Substantial Completion. A fixed schedule for such corrective measures shall be submitted to the Engineer, for approval.
- E. If the Work has not been substantially completed in accordance with the Contract Documents, and corrective measures are still required, a new punch list will be prepared by the Engineer, based on the information gathered from the final inspection, and the Contractor will be required to complete this work and then call for another final inspection, following the procedure outlined above.
- F. The date of the Certificate of Substantial completion will establish the completion date of the Work, or portions thereof as specifically referenced in the Certificate, for determining liquidated damages.

1.5 CONTRACTOR'S CONSTRUCTION QUALITY PLAN

- A. Upon completion of the Substantial Completion punch list items, the Engineer will recommend that the City formally accept the Work.
- B. Acceptance of the Work and final payment will be made in accordance with Part 6 of the General Conditions.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 05 12 00 – STRUCTURAL STEEL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Structural Steel
- B. Architecturally exposed structural steel

1.2 RELATED SECTIONS

- A. Section 09 90 00 – Painting and Coating

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC’s “Code of Standard Practice for Steel Buildings and Bridges”, that support design loads.
- B. Architecturally Exposed Structural steel: Structural steel designated as Architecturally exposed structural steel in the Contract Documents.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: show fabrication of structural-steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 - 3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
- C. Welding certificates.
- D. Source quality-control test reports.

1.5 QUALITY ASSURANCE

- A. Welding: Quality procedures and personnel according to AWS D1.1, “Structural Welding Code—Steel.”
- B. AISC’s “Specification for Structural Steel Buildings.”

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 2. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.7 COORDINATION

- A. Furnish anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal template, instructions, and directions for installation.

PART 2 – PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992, Grade 50
- B. Channels, Angles, Plate, and Bar: ASTM A 36 unless otherwise indicated.
- C. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- D. Steel Pipe: ASTM A 53, Type E or S, Grade B
- E. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts and Washers: ASTM A 325, Type 1, heavy hex steel structural bolts; ASTM A 563 heavy hex carbon-steel nuts; and ASTM F 436 hardened carbon-steel washers.
 - 1. Finish: Plain, except hot-dip zinc coating, ASTM A 153, Class C, for exterior exposure.
 - 2. Direct-Tension Indicators: ASTM F 959, Type 325 compressible-washer type.
- B. Threaded Rods: ASTM A 307, Grade A, unless otherwise shown.
 - 1. Nuts: ASTM A 563 heavy hex carbon steel.
 - 2. Washers: ASTM F 436 hardened carbon steel.
 - 3. Finish: Plain, except hot-dip zinc coating, ASTM A 153, Class C for exterior exposure.
 - 4. Clevises and Turnbuckles: ASTM A 108, Grade 1035, cold-finished carbon steel.

2.3 PRIMER

- A. Primer: As indicated in Division 09 Section "Painting."
- B. Galvanizing Repair Paint: As indicated in Division 09 Section "Painting."

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC's Specification for Structural Steel Buildings."
 - 1. Identify high-strength structural steel according to ASTM A 6 and maintain markings until structural steel has been erected.
 - 2. Mark and match-mark materials for field assembly.
 - 3. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Architecturally Exposed Structural Steel: Comply with fabrication requirements, including tolerance limits, of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel identified as Architecturally exposed structural steel.
 - 1. Fabricate with exposed surfaces smooth, square, and free of surface blemishes including pitting, rust, scale, seam marks, roller marks, rolled trade names, and roughness.
 - 2. Remove blemishes by filling or grinding or by welding and grinding, before cleaning, treating, and shop priming.
- C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- D. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- E. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- F. Holes: Provide holes required for securing other work to structural steel and for passage of other work through steel framing members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Base-Plate Holes: Cut, drill, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 bolts" for type of bolt and type of joint specified. Joint Type: As indicated on Drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 2. Verify that weld sizes, fabrication sequence, and equipment used for Architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent weld show-through on exposed steel surfaces.
 - a. Grind but welds flush.
 - b. Grind or fill exposed fillet welds smooth profile. Dress exposed welds.

2.6 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials.
 - 5. Galvanized surfaces.
- B. Surface Preparation: As indicated in Division 09 Section "Painting."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify elevations of concrete-bearing surfaces and locations of anchor rods, bearing plates, and other embedments, with steel erector present, for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated, Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

-
- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings."
 - B. Base and Bearing Plates: Clean concrete-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of base plate.
 - 3. Snug-tighten anchors rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and base or bearing plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
 - C. Maintain erection tolerances of structural steel and architecturally exposed structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
 - E. Splice members only where indicated.
 - F. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.
 - G. Do not use thermal cutting during erection.
 - H. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified. Joint Type: As indicated on Drawings.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Comply with AISC's "Code of Standard Practice for Steel buildings and Bridges" and "Specification for Structural Steel Buildings" for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 3. Verify that weld sizes, fabrication sequence, and equipment used for Architecturally; exposed structural steel will limit distortions to allowable tolerances. Prevent weld show-through on exposed steel surfaces.
 - a. Grind butt welds flush.
 - b. Grind or fill exposed fillet welds to smooth profile. Dress exposed welds.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1. In addition to visual inspection, field welds will be tested according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - 3. Ultrasonic Inspection: ASTM E 164.
 - 4. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test, and inspect field-welded shear connectors according to requirements in AWS D1.1 for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connectors.

2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1.
- E. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Touchup Painting: After installation, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted joists and accessories, bearing plates, and abutting structural steel.
1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- C. Touchup paintings: Cleaning and touchup painting are specified in Section 09 90 00.

END OF SECTION

SECTION 07 41 13 – STANDING SEAM METAL ROOF SYSTEM (SSMRS)

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Standing-seam metal roof panels, including trim and accessories.

1.2 REFERENCES

- A. ANSI S-100 – North American Specification for the Design of Cold-Formed Steel Structural Members
- B. ASTM A792 – Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-coated by the Hot Dip Process.

1.3 SUBMITTALS

- A. Product Data: Manufacturer literature indicating product specifications, installation instructions, and standard construction details for specified products.
- B. Samples:
 - 1. Submit two samples, 12" long, full width panel, showing metal gage, and seam.
 - 2. Two samples each for roof panel clip, bearing plate and clip fastener.
 - 3. Submit color samples for Architect's selection.
 - 4. Submit sample warranties:
 - a. Manufacturer Finish Warranty
 - b. Manufacturer Weathertightness Warranty
 - c. Installer Warranty
- C. Certificates:
 - 1. Submit roof panel manufacturer's certification that fasteners, clips, backup plates, closures, roof panels and finishes meet the specification requirements.
 - 2. Submit roof panel manufacturer's certification that installer meets requirements to install roof system and is qualified to obtain required warranties..

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Manual indicating requirements and recommendations, to maintain the roof system, in good working condition.
- B. Warranty Documentation: Submit final warranties required in this section.

1.5 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer Qualifications: Manufacturer shall have a minimum of ten years' experience in the manufacturing of metal roof systems similar to those required for this project. Manufacturer must have a current installer training program.
 - 2. Installer Qualifications; Installer ("roofer") to perform the work of this section, shall have no fewer than 5 years of successful experience with the installation of metal roof systems similar to those required for this project. The installer shall be qualified by the roof panel manufacturer for installation of manufactures-warranted systems.
- B. Field Measurements: Prior to fabrication of panels. Take field measurements of structure or substrates to receive panel system. Allow for trimming panel units, where final dimensions cannot be established prior to fabrication.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver panels to jobsite properly packaged to provide protection against transportation damage. Panels too long to ship shall be site formed onto the roof by manufacturer's factory personnel using manufacturer's factory roll forming equipment.
- B. Storage and Handling Requirements:
 - 1. Exercise care in unloading, storing and erecting panels to prevent bending, warping, twisting, and surface damage.
 - 2. Store all material and accessories above ground on well skidded platforms. Store under waterproof covering. Provide proper ventilation to panels to prevent condensation build-up between each panel.
 - 3. Remove from site and replace panels which are damaged, or become water-stained during storage and handling.

1.7 WARRANTIES

- A. Manufacturer Warranties:
 - 1. Panel Material: Furnish manufacturers 25 year warranty covering the panel against rupture, structural failure, or perforation.

2. Panel Coating: Furnish manufacturer's 40-year warranty panel coating warranty covering cracking, checking, and peeling, and 30 year warranty covering fade and chalk.
- B. Installer Warranty: Installer to provide warranty agreeing to repair or replace metal roof panels, trim, or accessories that fails due to poor workmanship or faulty installation.
1. Warranty term: 2 years commencing on date of substantial completion.

PART 2 – PRODUCTS

2.1 ROOF PANEL SYSTEM

A. Product Options

1. Factory-formed panel. Panels shall be symmetrical in design.
2. Galvalume coated sheet steel, Type AZ-50, Grade 50 as described in ASTM A792, 24 gauge.
3. Finish: Two coat coil applied, backed-on full-strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal 0.25 mil dry film thickness primer, and a nominal dry film thickness of 0.7 – 0.8 mil color coat for a total 0.9 to 1.1 mil total system dry film thickness. Finish to be selected from manufacturer's standard color selection. The back side of the material should be 0.25 mil primer and 0.25 mil polyester wash coat.
4. Roof panel system must allow individual roof panel removal and replacement from any point on the roof without damage to adjacent roof panel(s).
5. Roof panel system must be approved by manufacturer to be installed on slopes as low as 1/2:12.
6. Panels must be furnished and installed in continuous lengths from ridge to eave with no overlaps. Panels too long to ship will be manufactured on site using manufacturer's employees and equipment.
7. Panel surface characteristics to be: Minor Rib

2.2 PERFORMANCE/DESIGN CRITERIA

- A. Thermal Movement: Metal Roofing system, including, flashing, shall accommodate unlimited thermal movement without buckling or excess stress on the structure.

2.3 ACCESSORIES

- A. Panel Clip Screw – screw required in wind uplift rating requirements and design specification for application, with corrosion-resistant coating, in length necessary to penetrate substrate minimum 3/4 inch, as supplied by roof panel manufacturer.

B. Roof Panel Clip:

1. Intermittent Clip: 16 gauge galvanized steel, one-piece, designed to allow roof panel thermal movement and not contact roof panel cap, as supplied by roof panel manufacturer, meeting wind uplift requirements and design criteria of this section.
2. Intermittent Clip Bearing Plate: If required, in gauge, size and finish as supplied by and approved by roof panel manufacturer for use in roof panel manufacturer's full assembly warranted systems.
3. Multi-Span Clip: as provided by roof panel manufacturer for full assembly warranted systems.

C. Trim and flashing will be of the same gauge and finish unless approved otherwise by the metal roof system manufacturer.**D. Concealed supports, angles, plates, accessories and rackets: gauge and finish as recommended, and furnished by manufacturer.****E. Accessory Screw: Size and screw type as provided by panel manufacturer for each use, with prefinished hex washer head in color to match panels where exposed to view.****F. Field Sealant:**

1. Exposed Sealant: Color coordinated urethane or polymer sealant as supplied by panel manufacturer.
2. Non-exposed Sealant: Non-curing, non-skinning, butyl tape or tube sealant as supplied by manufacturer.

G. Sealant Tape: non-drying, 100 percent solids, high grade butyl tape, as supplied by panel manufacturer, in sizes to match application.**PART 3 - EXECUTION****3.1 INSTALLERS**

- A. Must be certified and qualified by Manufacturer.

3.2 EXAMINATION**A. Verification of Conditions.**

1. Ensure surfaces are ready for panel application.
2. Inspect and ensure surfaces are free from objectionable wrap, wave, and buckle before proceeding with installation of pre-formed metal roofing.

3. Ensure substrate is ready to receive metal roofing. Report items for correction and do not proceed with metal roof panel system installation until resolved.

3.3 PREPARATION

- A. Install substrate boards, hat channels, purlins, or furring channels in accordance with manufacturer's recommendations.
- B. Coordinate Work, with installation of other associated work, to ensure quality application.
- C. Coordinate Work, with installation of associated metal flashings.

3.4 INSTALLATION

- A. Comply with and install roofing and flashings in accordance with all details shown on manufacturer's product data, instructions, and installation manuals, within specified erection tolerances.
- B. Install field panels in continuous lengths, without endlaps.
- C. Do not install panels damaged by shipment or handling.
- D. Install intermittent clips with bearing plates, if required, and continuous clips, if required according to the engineered design pattern in the field, perimeter, and corner areas of the roof.
- E. Allow for required panel clearance at penetrations for thermal movement.
- F. Install concealed supports, angles and brackets as furnished by manufacturer to form complete assemblies.
- G. Remove roof panel and flashing protective film prior to extended exposure to sunlight, heat, and other weather elements.
- H. Field-apply sealant tape and gun-grade sealant according to manufacturer's requirements for airtight, watertight installation.
- I. Ensure sealant beads and tapes are applied prior to sheet metal installation to achieve a concealed bead. Neatly trim exposed portions of sealant without damaging roof panel or flashing finish.
- J. Install sheet metal flashings according to manufacturer's recommendations.

3.5 CLEANING

- A. Clean exposed surfaces of work promptly after completion of installation.

- B. Clean mud, dirt, and construction-related debris from panels before panels are scratched or marred.

3.6 PROTECTION

- A. Protect Work as required to ensure roofing will be without damage at time of final completion.
- B. Do not allow excessive foot traffic over finished surfaces.
- C. Do not track mud, dirt, or construction-related debris onto panel surfaces.
- D. Replace damaged Work before final completion.

END OF SECTION

SECTION 09 90 00 – PAINTS AND COATINGS

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. General provisions of Contract, including General Conditions, Supplemental Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SECTION INCLUDES

- A. Surface preparation and field painting
- B. Painting steel structure

1.3 REFERENCES

- A. All references shall be the latest adopted edition.
- B. MPI – Architectural Painting Specification Manual, as published by the Master Painters and Decorators Association.

1.4 SUBMITTALS

- A. Refer to section 013330 for submittal procedures.
- B. Product Data: For each type of product include preparation requirements and applications instructions.
- C. Samples for Initial selection: For each type of topcoat product.
- D. Paint Schedule: Provide schedule of all proposed paint products for the items to be painted in format matching the Schedule found in Part 3 of this Section.
- E. Paint Draw Down Samples: Submit two painted samples, illustrating selected colors for each color and system selected. Submit on heavy paper card stock, 8 x 10 inch in size.
 - 1. 1. Sheen Samples: Submit samples of different sheens for each color as directed by Architect for selection.

1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: All paint products used for painting a given material/surface shall be manufactured by the same company.

- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years successful experience in similar type and size of project.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes to be used.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in new sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and or as required by manufacturer's instructions and/or MPI manual.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Provide environmental conditions as required by paint manufacturer, MPI Manual and as follows:
 - 1. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer's written literature.
 - 2. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer's written literature.

1.9 EXTRA MATERIALS

- A. Supply 1 gallon each of colors and types of paint used on project; store where directed. Containers to be new and unopened.
- B. Label each container with color in addition to the manufacturer's label

PART 2 – PRODUCTS

2.1 PAINTS & COATINGS - GENERAL

- A. Paint manufacturers: Subject to compliance with requirements, provide products of one of the following manufacturers :
 - 1. Benjamin Moore
 - 2. Kelly Moore

3. Parker Paint
 4. Rodda
 5. Sherman Williams
- B. Paints and Coatings: Ready mixed, select products from the MPI Manual Manufacturer's Product List for Manufacturers listed above which installer has used on other projects and are known to provide excellent performance including
1. A soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
 2. Good hiding characteristics.
 3. Good flow and brushing properties.
 4. Good mildew-resistance.
 5. Capable of drying or curing free of streaks or sags.
- C. Certain manufacturer's products may not provide adequate hiding ability with the number of coats specified. Contractor may be required to provide additional coats at no additional cost if products are selected that do not provide adequate hiding ability.

2.2 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified; commercial quality.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Review, coordinate and accommodate work of other trades that interface with, affect or are affected by the work of this Section so as to facilitate the execution of the overall Work of this project in a coordinated and efficient manner.
- B. Coordinate selection of paint products to be applied over prime coats applied by others for compatibility and good adhesion.

3.2 EXAMINATION

- A. Verify that surfaces are clean and ready to receive paint as required by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application or performance.

- C. Start of installation indicates acceptance of substrate, finish and conditions and responsibility for proper finish and appearance.

3.3 SURFACE PREPARATION

- A. Conform to MPI Manual surface preparation recommendations, paint manufacturer's recommendations and the following for preparation of each different surface scheduled to be painted.
- B. B. Substrate: Clean substrate surfaces thoroughly before applying any primer or paint following paint manufacturer's cleaning recommendations; allow substrate to dry thoroughly before starting paint application.
- C. Exterior Galvanized Steel, and Aluminum: Prepare surfaces to be painted in strict conformance with paint manufacturer's surface preparation requirements.
 - 1. Minimum Preparation: SSPC-SP1 Solvent Cleaning of all surfaces in strict conformance with SSPC Steel Structures Painting Manual requirements. Acid etch surface as specifically recommended by the paint manufacturer.
 - 2. Application of primer shall follow surface preparation immediately within the same day or surfaces will require repeating the preparation procedure.
 - 3. Surface preparation and prime painting shall be scheduled to coincide with warm, dry weather, minimum 60 degrees F and rising.

3.4 PROTECTION

- A. Protect all finish surfaces, adjacent property and elements surrounding the work of this Section from overspray, damage or disfiguration.

3.5 APPLICATION

- A. Apply products in accordance with manufacturer's instructions and MPI Manual.
- B. Apply sufficient wet film thickness to provide good hiding, do not thin product.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry..
- E. Allow applied coats to dry completely before next coat is applied.
- F. Apply each coat to uniform appearance. Apply each coat of paint slightly darker than preceding coat unless otherwise approved

3.6 CLEANING

- A. Collect waste material which may constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.7 SURFACES THAT REQUIRE PAINT FINISH

- A. Paint all materials/surfaces described below under SCHEDULE - PAINT SYSTEMS.

3.8 SCHEDULE – PAINT SYSTEMS (ALL WORK IS MPI PREMIUM GRADE)

- A. All materials/surfaces scheduled hereinafter shall be painted in accordance with designated MPI Systems and Product requirements.
 - 1. Sheen on finish coats shall be as selected by Owner from manufacturer's paint sheen samples.
 - 2. Use the same manufacturer for each coat specified for a given system, do not intermix different manufacturer's products within the same paint system unless specifically approved by manufacturer(s) and products are known to be compatible for use together.
 - a. Where primer is applied by others:
 - 1. Select paint system compatible with primer installed by others.
 - 2. Test compatibility and adhesion of proposed paint products over primer prior to application.
 - b. Paint failure due to incompatibility between different manufacturer's products is Contractor's responsibility to correct.
 - c. Application: Spray and back brush.
- B. Pre-primed and prefinished metal flashing:
 - 1. Exterior: MPI EXT 5.3A
 - a. First Coat: Shop/factory primed or painted metal requires only touch up of bare spots.
 - b. Second Coat: 100% Acrylic Latex, MPI Product #15
 - c. Third Coat: 100% Acrylic Latex, MPI Product #15
 - d. Application: Spray and back brush.
 - e. MPI Gloss: Match existing.
- C. Steel Substrates:

1. Latex over Alkyd Primer System:
 - a. Prime Coat - MPI #107
 - b. Intermediate Coat - Latex, exterior, matching topcoat
 - c. Topcoat - Latex, exterior, low sheen - MPI #15

END OF SECTION

DRAWINGS



VICINITY MAP

SCALE: NTS



SITE MAP

SCALE: NTS

GENERAL STRUCTURAL NOTES

BUILDING CODE:

2012 EDITION OF THE INTERNATIONAL BUILDING CODE AS AMENDED BY THE CITY OF TACOMA

BUILDING TYPE & OCCUPANCY

BUILDING TYPE: III
 OCCUPANCY OF ADJACENT BUILDING: S1 & S3

LOADS:

ROOF LIVE LOAD = 25 PSF (SNOW).
 ROOF DEAD LOAD = 5 PSF.
 WIND LOAD = 110 MPH BASIC WIND SPEED, EXPOSURE B.
 $K_{zT} = 1.0$

SEISMIC DESIGN CATEGORY D.
 SPECTRAL RESPONSE ACCELERATIONS
 $S_s = 1.296 g$
 $S_1 = 0.507 g$

STRUCTURAL STEEL:

ALL WORKMANSHIP SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION 14TH EDITION.

MATERIAL PROPERTIES:

WIDE FLANGE SECTIONS ASTM A992 $F_y = 50$ KSI
 HSS ASTM A500 $F_y = 46$ KSI
 OTHER SHAPES & PLATE ASTM A36 $F_y = 36$ KSI
 MACHINE BOLTS ASTM A 307 GRADE A

DEFERRED SUBMITTALS PER: IBC 107.3.4.1

- SPRINKLERS

SHOP DRAWINGS:

SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS IN ADDITION TO ITEMS REQUIRED BY ARCHITECTURAL SPECIFICATIONS. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMITTAL. ITEMS NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS SHALL BE FLAGGED UPON CONTRACTOR'S REVIEW.

GENERAL:

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES FOR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO.

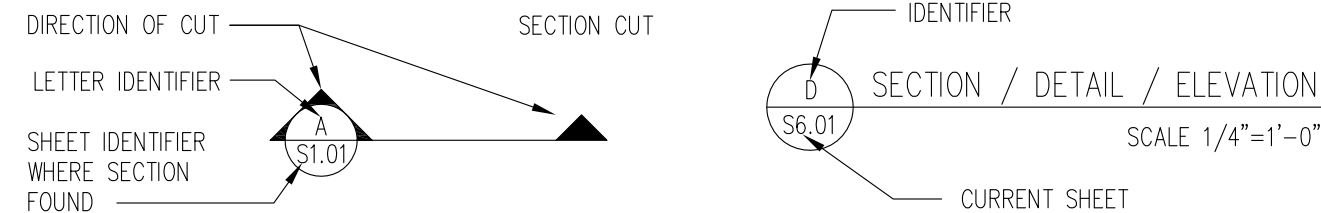
NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE OWNER.

ABBREVIATIONS

AISC	AMERICAN INSTITUTE OF STEEL CONST.
AWS	AMERICAN WELDING SOCIETY
DIM	DIMENSION
EA	EACH
EMBED	EMBEDMENT
EQ	EQUAL, EARTHQUAKE
EW	EACH WAY
FT	FEET
IN	INCH
K	KIPS (1000 POUNDS)
KSI	KIPS PER SQUARE INCH
MAX	MAXIMUM
MIN	MINIMUM
NTS	NOT TO SCALE
PL	PLATE
PSI	POUNDS PER SQUARE INCH
REQD	REQUIRED
SIM	SIMILAR
STRUCT	STRUCTURAL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
W	WIDTH, WIDE FLANGE
W/	WITH
W/O	WITHOUT

DETAIL SYMBOLS

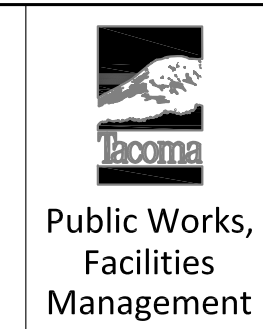


CITY OF TACOMA PLAN APPROVAL				
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			YES	NO
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STRUCTURAL	Hoyt Jeter	Apr 7, 2016	<input type="checkbox"/>	<input type="checkbox"/>
ENERGY	Not Applicable		<input type="checkbox"/>	<input type="checkbox"/>
FIRE	Chris Seaman	Apr 14, 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PLUMBING	Not Applicable		<input type="checkbox"/>	<input type="checkbox"/>
MECHANICAL	Not Applicable		<input type="checkbox"/>	<input type="checkbox"/>
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IN LIEU OF ASSESSMENT			<input type="checkbox"/>	<input type="checkbox"/>

Job Name
Fleet Metals Recycle Awning

 3639 Pine Street
 Tacoma WA 98409

Sheet Title
General Notes
 A separate permit is required from the Tacoma Fire Department for the modification of an Automatic Fire Sprinkler System. Revise/extend fire sprinkler system to comply with 2012 IFC and 2010 NFPA 13. Contractor must hold a City of Tacoma Fire Protection license as well as be licensed with the State of Washington as a fire sprinkler contractor.

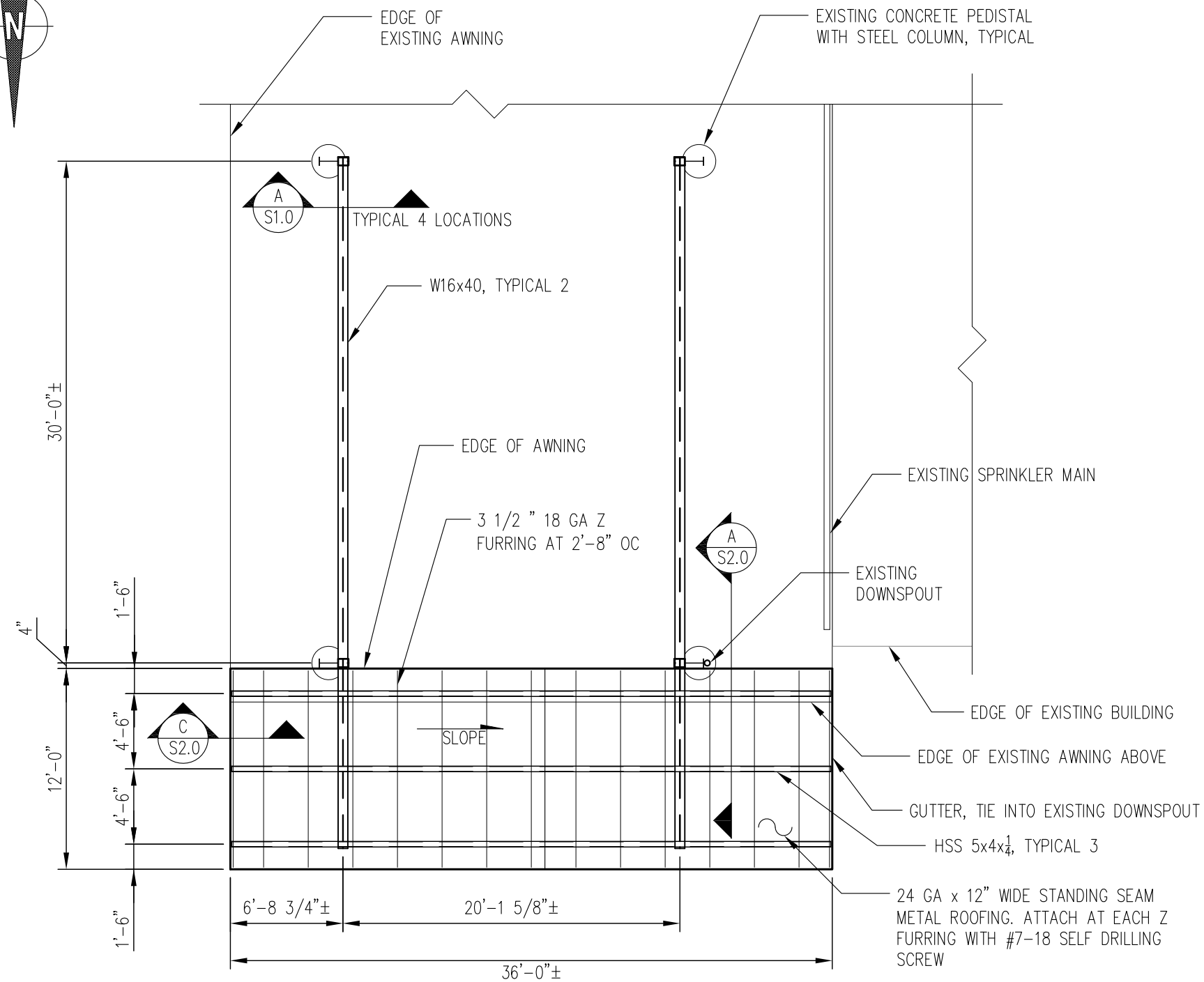
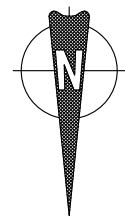


Project Eng: DJC
 Drawn by: DJC
 Project No:
 Date: 2/25/16

Revisions

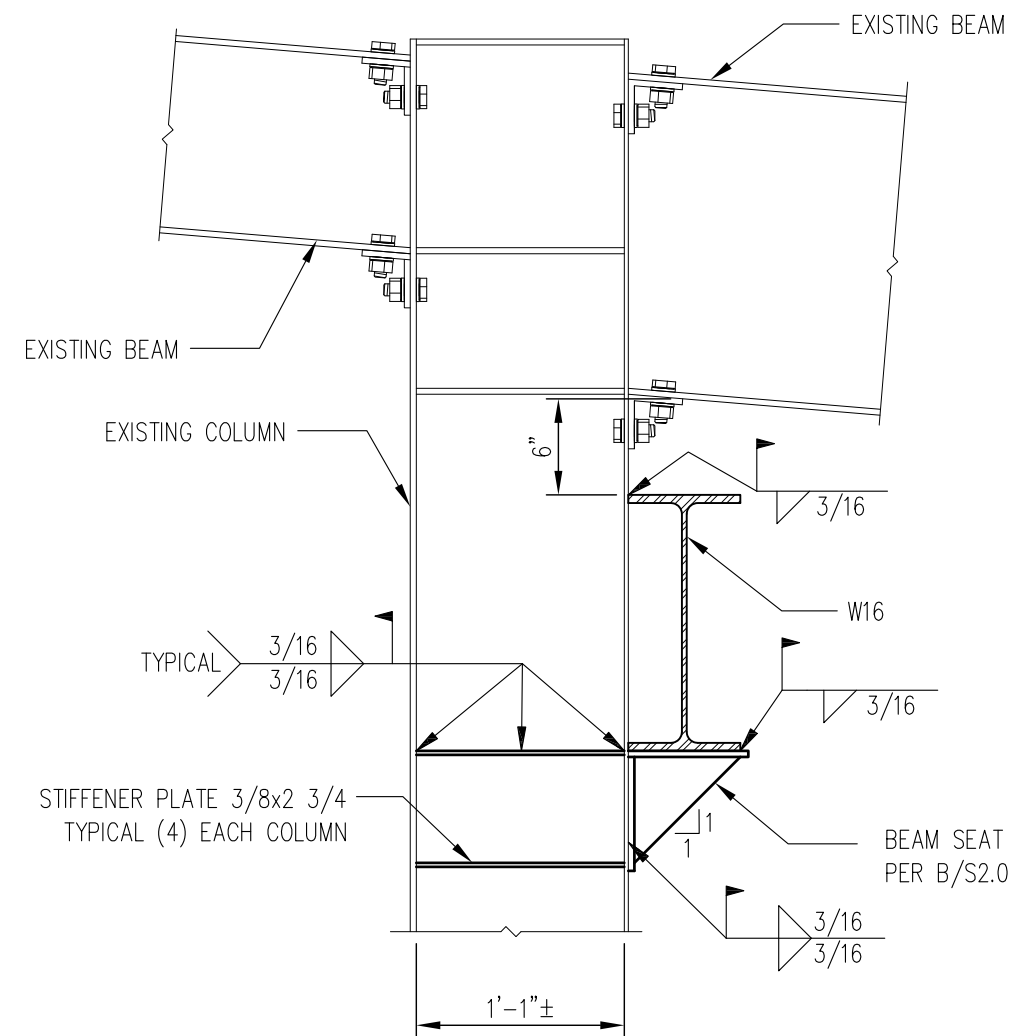
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 Sheet 1 of 3



1 PLAN
S1.0

SCALE 1/8"=1'-0"



A SECTION
S1.0

SCALE 1"=1'-0"

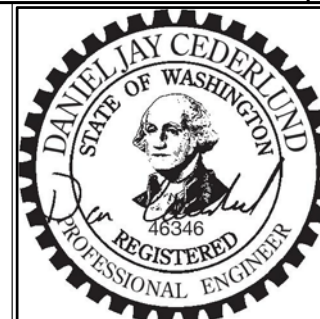
Job Name
Fleet Metals Recycle Awning

3639 Pine Street
Tacoma WA 98409

Sheet Title
Plan



Public Works,
Facilities
Management



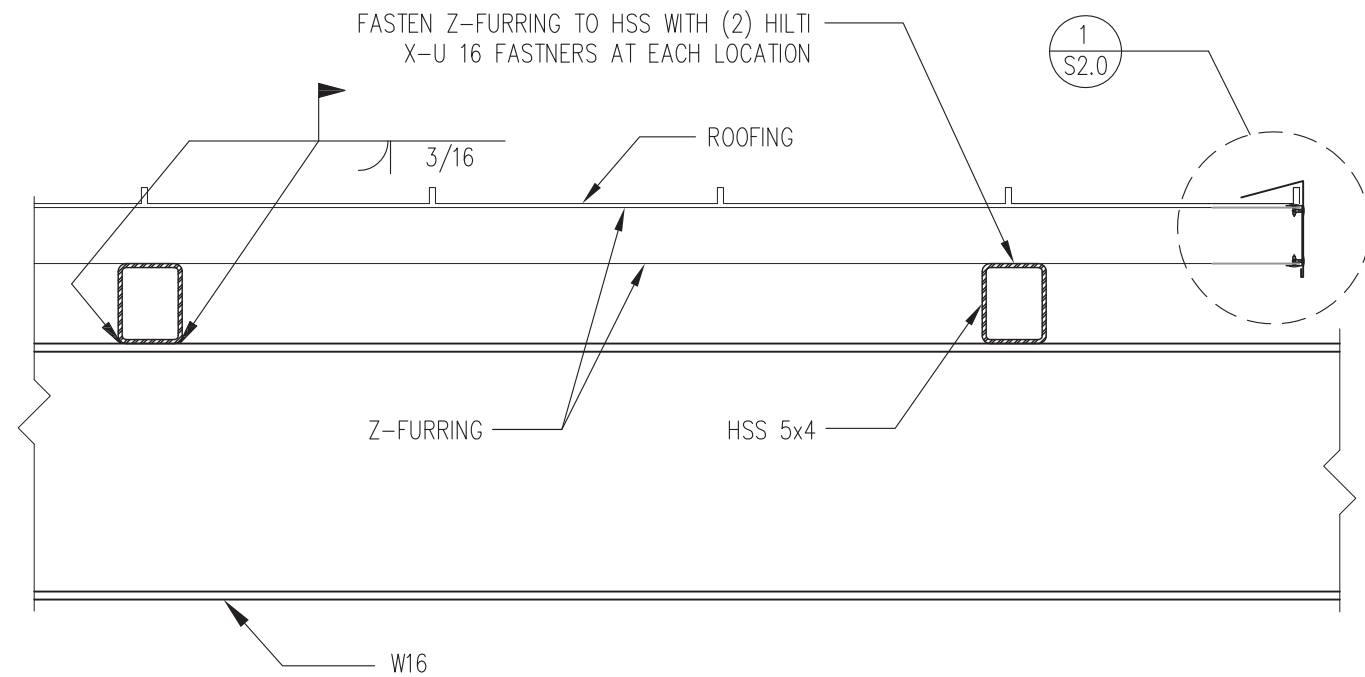
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Drawn by: DJC
Project No:
Date: 3/18/16

Revisions

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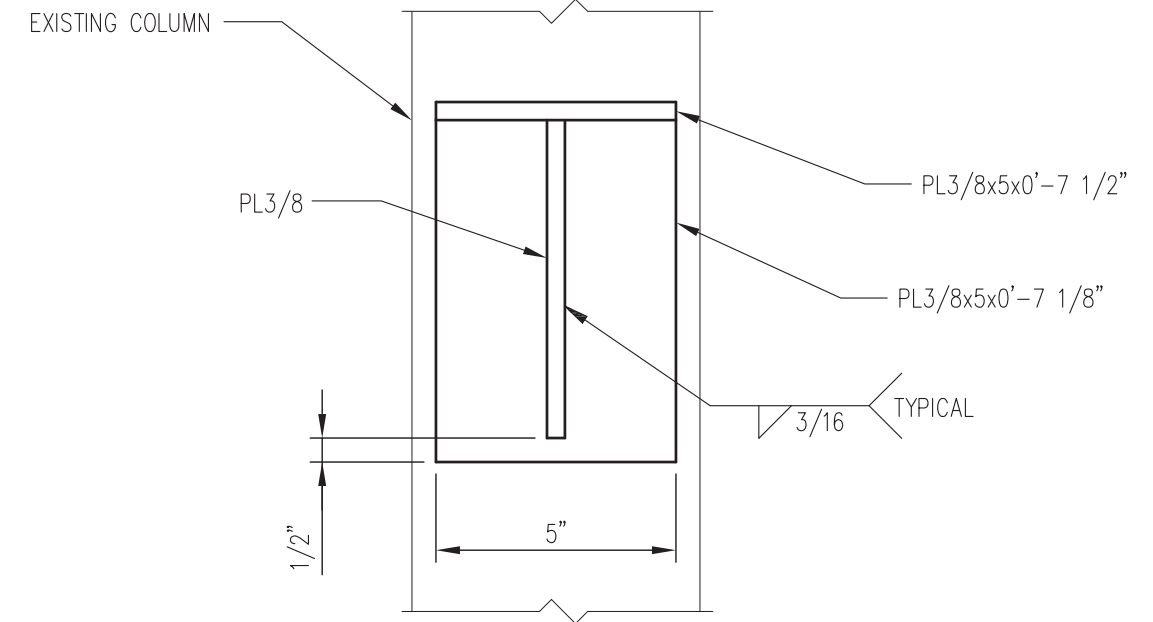
Sheet 2 of 3

City of Tacoma
Reviewed for Code Compliance



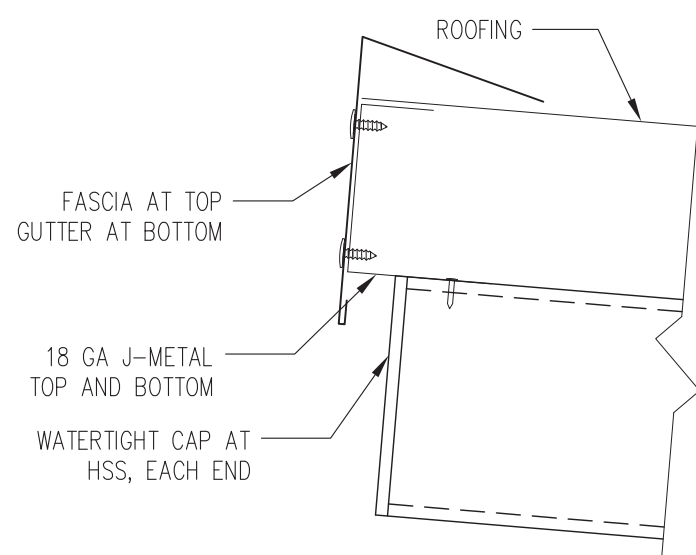
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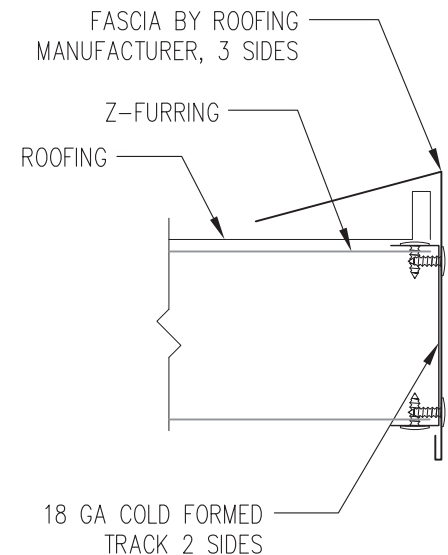
B SECTION
S2.0

SCALE 3"=1'-0"



C DETAIL
S2.0

SCALE 3"=1'-0"




1 DETAIL
S2.0

SCALE 3"=1'-0"

Job Name
Fleet Metals Recycle Awning

3639 Pine Street
Tacoma WA 98409

Sheet Title
Sections


Public Works,
Facilities
Management



Project Eng: DJC
Drawn by: DJC
Project No:
Date: 1/26/16

Revisions

Sheet No.
S2.0

Sheet 3 of 3

City of Tacoma
Reviewed for Code Compliance