CITY OF TACOMA
REQUEST FOR BIDS
CITYWIDE ON-CALL FENCING (RE-BID)
SPECIFICATION NO. CT21-0699F
City of Tacoma  
Citywide  
REQUEST FOR BIDS CT21-0699F  
Citywide On-Call Fencing (Re-Bid)

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 8, 2022

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Email:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a></td>
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<tr>
<td>Maximum file size: 35 MB. Multiple emails may be sent for each submittal.</td>
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</tbody>
</table>

Bid Opening: Held virtually each Tuesday at 11AM. Attend via this link or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

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

Project Scope: On-call fencing installation, removal and repair for various City departments.

Estimate: $2,700,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit our Minimum Employment Standards Paid Sick Leave webpage.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tad Carlson, Senior Buyer by email to tcarlson@cityoftacoma.org

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

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

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

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

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

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

1. PRICE PROPOSAL FORM: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors. A MS Excel spreadsheet is posted at tacomapurchasing.com alongside this RFB. Please complete the Price Proposal Form and return as an Excel worksheet.

2. SIGNATURE PAGE: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

3. BID BOND: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.

4. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB2017).

5. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).

6. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

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

Bidders meeting the percent sub-contracting requirements listed on the EIC Requirement Form will be considered first. Bidders unable to meet the percent sub-contracting requirements must still submit the
Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in Appendix C of these Specifications.

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

POST AWARD FORMS EXECUTED UPON AWARD:

A. CONTRACT: Must be executed by the successful bidder.

B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.

F. GENERAL RELEASE.

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

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

**I. STATE OF WASHINGTON**

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

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

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

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.
The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   b. Have a current Washington Unified Business Identifier (UBI) number;
   c. If applicable, have:
      i. Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      iv. An electrical contractor license, if required by Chapter 19.28 RCW;
      v. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA

Not Applicable

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.
The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City’s website for the attention of all prospective bidders.

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City’s needs for on-call fencing installation, removal, service and repair. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

The preference is to award a single contract, however, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City’s best interest.

The anticipated contract value for this project is $2,700,000 over the total possible four year term. This value is not a guarantee of spend but an estimate derived from historical usage. Actual spend will be determined based on the projects completed under the agreement.

2. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFB Posting Date</td>
<td>1/13/2022</td>
</tr>
<tr>
<td>Question Deadline</td>
<td>1/24/2022</td>
</tr>
<tr>
<td>City response to Questions</td>
<td>1/28/2022</td>
</tr>
<tr>
<td>Submittal Due Date</td>
<td>2/8/2022</td>
</tr>
<tr>
<td>Governing Body Approval</td>
<td>February 2022</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>February/March 2022</td>
</tr>
</tbody>
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3. INQUIRIES

3.1 Questions should be emailed to Tad Carlson, Senior Buyer, at tcarlson@cityoftacoma.org. Subject line to read:

CT21-0699F – Citywide On-Call Fencing - VENDOR NAME

3.2 Questions marked confidential will not be answered or included.

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

3.4 The answers are not typically considered an addendum.

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

3.6 Written answers to questions will be posted alongside the specification on tacomapurchasing.org.
4. PRE-BID MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the inquiries section.

5. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

6. SCOPE OF WORK

6.1 Background

The City of Tacoma and Tacoma Public Utilities have ongoing need for the installation, repair, removal and relocation of fences of various kinds at various City locations. Some of this work will be planned and specified prior to contacting the vendor while other work will be unexpected; sometimes needing to be completed with little notice and on a short timeframe.

6.2 Scope of Work

6.2.1 Proposal Items

A. RELOCATE EXISTING FENCE FABRIC, AS ORDERED (A1, A2 and A3)

Relocate existing fence fabric, as ordered shall be measured by the lineal foot (LF) and will include all labor, materials, and equipment required to relocate an existing fence, transport and install at a new location. Relocation of fence fabric includes all miscellaneous hardware required for installation. Fence posts, top, middle or bottom rails, outriggers, barbed wire, tension wire and coiled razor wire will be ordered under other bid items.

B. FURNISH AND INSTALL 2-INCH WOVEN DIAMOND MESH CHAIN LINKFENCE FABRIC (B1 and B2)

Furnish and Install 2-Inch Woven Diamond Mesh Chain Link Fence Fabric, 9-gauge 84-inches or 48-inches high, shall be measured by the lineal foot (LF) and will include all labor, materials, and equipment required to furnish and install fence fabric. This bid item may be ordered installed on existing posts or may be installed as a new fence, using other bid items. Work includes tie wire, bottom tension wire, and miscellaneous hardware and all other items required, but not listed herein as a bid item.

NOTE: Not to be used for gates.

C. FURNISH AND INSTALL 5/8-INCH WOVEN DIAMOND MESH CHAIN LINKFENCE FABRIC (C1, C2 and C3)

Furnish and Install 5/8-Inch Woven diamond Mesh Chain Link Fence Fabric, 9-Gauge, 96-Inches High (1-foot 0-inches buried under grade) shall be measured by the lineal foot (LF) and will include all labor, materials, and equipment required to install fence fabric. This bid item may be ordered installed on existing posts or may be installed as a new fence, using other bid items. Work includes tie wire, bottom tension wire, and miscellaneous hardware and all other items required, but not listed herein as a bid item.
D. FURNISH AND INSTALL 2-3/8 INCH LINE POSTS (D1 and D2)
Furnish and Install 2-3/8 Inch Line Posts, 84-inches or 48-inches high, shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install line posts for fence fabric. Work includes excavation and concrete placement, miscellaneous hardware and all other items required, but not listed herein as a bid item.

E. FURNISH AND INSTALL 2-7/8 INCH TERMINAL OR CORNER POSTS (E1 and E2)
Furnish and Install 2-7/8 Inch Terminal or Corner Posts, 84-inches or 48-inches high, shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install terminal or corner posts including horizontal bracing, excavation, concrete placement, miscellaneous hardware, and all other items required, but not listed herein as a bid item.

F. FURNISH AND INSTALL 3-1/2 INCH LINE POSTS (F)
Furnish and Install 3-1/2 Inch Line Posts, 84-Inches High shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install line posts for fence fabric. Work includes excavation and concrete placement, miscellaneous hardware and all other items required, but not listed herein as a bid item.

G. FURNISH AND INSTALL 4-INCH TERMINAL OR CORNER POSTS (G)
Furnish and Install 4 Inch Terminal or Corner Posts, 84-Inches High, shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install terminal or corner posts including horizontal bracing, excavation, concrete placement, miscellaneous hardware, and all other items required, but not listed herein as a bid item.

H. FURNISH AND INSTALL 1-5/8-INCH RAILS (H1, H2 and H3)
Furnish and Install 1-5/8-Inch Rails shall be measured and priced by lineal foot (LF) and will include all labor, materials, and equipment required to furnish and install rails on new fence or as a repair on existing fence, including miscellaneous hardware and all other items required, but not listed herein as a bid item.

I. FURNISH AND INSTALL 1-5/8-INCH OUTRIGGERS (I1 and I2)
Furnish and Install Outriggers shall be measured and priced per each (EA) and will include all labor, materials, and equipment required to furnish and install outriggers on new fence or as repair on an existing fence. This bid item includes all miscellaneous hardware and all other items required, but not listed herein as a bid item.

NOTE: Not to be used for gates.

J. FURNISH AND INSTALL WIRE, AS ORDERED (J1, J2 and J3)
Furnish and Install wire, as ordered shall be measured by lineal foot (LF) and will include all labor, materials, and equipment required to furnish and install single strand wire on extension arms or mounted on steel or wood fence posts, including miscellaneous hardware and all other items required, but not listed herein as a bid item. Mounting may be on new or existing extension arms or fence posts. Types of wire included in this specification are Barbed, Tension, and Coiled Razor Wire.

NOTE: Not to be used for gates.

K. FURNISH AND INSTALL FENCE ISOLATION PANEL, 6-FOOT WIDE X 7FOOT HIGH (K1 and K2)

Furnish and Install Fence Isolation Panel, 6-foot Wide x 7-foot High shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install fence isolation panel including barbed wire.

Fence isolation panel may be ordered hung on existing fence, new fence, or on a modified/repaired fence. Work includes gate frame, chain link fabric, barbed wire, porcelain insulators, hardware and all items required, but not listed herein as a bid item.

L. FURNISH AND INSTALL 7-FOOT HIGH DOUBLE SWING CHAIN LINKVEHICLE GATE, 2-INCH DIAMOND MESH (L1, L2 and L3)

Furnish and Install 7-Foot High Double Swing Chain Link Vehicle Gate, 2-Inch Diamond Mesh, 20'-0" or 24'-0" or 30'-0" wide, shall be measured per each (EA) and will include all labor, materials, and equipment required to furnish and install vehicle gates, sized as listed, including gate frame, posts, chain link fabric, and barbed wire. Gate may be ordered hung on existing fence, new fence, or on a modified/repaired fence. Work includes gate posts, hardware, and all items required, but not listed herein as a bid item.

M. FURNISH AND INSTALL 7-FOOT HIGH DOUBLE SWING CHAIN LINKVEHICLE GATE, 5/8-INCH DIAMOND MESH (M1, M2 and M3)

Furnish and Install 7-Foot High Double Swing Chain Link Vehicle Gate, 5/8-Inch Diamond Mesh, 20'-0" or 24'-0" or 30'-0" wide, shall be measured and priced per each (EA) and will include all labor, materials, and equipment required to furnish and install vehicle gates, sized as listed, including gate frame, posts, chain link fabric, and barbed wire. Gate may be ordered hung on existing fence, new fence, or on a modified/repaired fence. Work includes gate posts, hardware, and all items required, but not listed herein as a bid item.

N. FURNISH AND INSTALL 4-FOOT WIDE X 7-FOOT HIGH CHAIN LINK MANGATE (N1 and N2)

Furnish and Install 4-Foot Wide x 7-Foot High chain Link Man Gate shall be measured and priced per each (EA) and will include all labor, materials, and equipment required to furnish and install complete man gate. Gate may be ordered hung on an existing fence, new fence, or modified/repaired fence, including gate frame, chain link fabric and barbed wire. Work includes gate posts, hardware, and all items required, but not listed herein as a bid item.

O. MISCELLANEOUS FENCE WORK, AS ORDERED (O1 and O2)
Miscellaneous Fence Work, as ordered, Non-Emergency or Emergency, shall be measured and priced per man hour (HR) and will include all labor and equipment required to do fence work as ordered by the engineer, inspector, or City representative. Once a materials and project hour estimate is established and approved by the engineer, inspector or City representative, the work shall be completed for that amount. Materials used with work done under this bid item shall be cost plus, unless materials are included in previous bid items. Materials for these situations are captured separately.

**NOTE:** Man hours are only applicable to fence repair work. Emergency fence repair work done under this bid item shall be pre-determined and mutually agreed upon in writing between the Contractor and the City of Tacoma project lead using Appendix No. 1 (Fence Repair/Installation Work Order) or other acceptable form of written approval as determined by City prior to beginning work. Fencing hours specified as emergency fence repair will be paid based on hours spent at the job site. For work specifically for Tacoma Power projects, work outside the Tacoma Power service area, travel time will be included as part of the emergency work. The minimum hours for one (1) call out repair, specified as emergency fence repair, is four (4) man hours. Emergency fence repair work may require the contractor to perform work immediately upon notification.

**P. INSTALLATION OF CITY FURNISHED GATE LOCKING ASSEMBLY (P)**

Installation of City Furnished Gate Locking Assembly shall be measured and priced per each (EA) and will include all labor, materials and equipment required to install positive locking gate assembly. Assemblies are furnished by the City and are available for review.

**Q. FURNISH AND INSTALL, AND UNINSTALL TEMPORARY FENCING, AS ORDERED (Q1 and Q2)**

Furnish and Install, and Uninstall Temporary Fencing, As Ordered, Temporary Panels or Temporary Fence and Posts, shall be measured and priced by lineal foot (LF) and will include all labor, materials and equipment required to install and later remove 6-foot high temporary fence panels or fence and posts at any location.

Temporary fence panels include panels, concrete blocks for mounting and all fasteners and are listed as 17a on the bid worksheet. Temporary fence and posts include chain link fabric, posts, all fasteners and excavation / backfill necessary for temporary post embedment and are listed as 17b on the bid worksheet.

Temporary fence and posts may remain in place for up to 12 months as determined by the City.

**R. ADDITION OF VINYL AND POWDER COATING FOR COMPLETE FENCE, 2-INCH DIAMOND MESH, AS ORDERED (R1 and R2)**

Addition of Vinyl and Powder Coating for Complete Fence, 2-Inch Diamond Mesh, As Ordered, 84-inches or 48-inches high, shall be measured and priced by lineal foot (LF) and consists of adding vinyl and powder coating to bid items to furnish complete vinyl and powder coated fence. Vinyl coating shall be applied to fence fabric. Powder coating shall be applied to posts, outriggers, barbed wire, and all required hardware. The fence items will be ordered under other bid items.
S. FURNISH AND INSTALL VINYL SLATS FOR 2-INCH DIAMOND MESH CHAINLINK FENCE FABRIC (S1 and S2)

Furnish and Install Vinyl Slats for Chain Link Fence Fabric, 2-Inch Diamond Mesh, 84-inches or 48-inches high, shall be measured and priced by lineal foot (LF) and will include all labor, materials and equipment required to install vinyl slats for chain link fencing at any location. Color of slats shall be determined by the engineer, inspector or City representative.

T. MOBILIZATION/DEMOBILIZATION (T1, T2, T3 and T4)

Mobilization/Demobilization to the hydroelectric projects shall be measured and priced per each (EA) occurrence. The work under this bid item will include all labor, materials, and equipment required to mobilize/demobilize for one (1) fencing work order at the hydroelectric projects.

This bid item includes all transportation costs of materials and equipment to and from the job, all travel for laborers, management, and inspection, mobilization/demobilization to the job site, preparation of work areas, demobilization including clean up and site restoration.

U. FURNISH MATERIALS AT COST PLUS (U)

Furnish Materials at cost plus shall be measured by the cost of material plus a stated percent mark-up.

NOTE: This bid item only applies to the purchase of materials not currently specified in the bid items, but required to complete future jobs.

V. FORCE ACCOUNT, PER LUMP SUM (V)

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

PAYMENT

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

W. TROUBLESHOOT AND REPAIR EXISTING GATE CONTROLLER, PER HOUR BASIS (W)

The existing gate controller located at the Solid Waste Recovery & Transfer Center (located at 3510 South Mullen Street, Tacoma, WA) is a HySecurity, Slidedriver 40F. Measurement will be made on a per hour basis starting when the Contractor arrives at the site to troubleshoot and repair the gate controls. The gate controls shall be repaired and the gate controls tested to be fully functional when repair is complete.

X. FENCE REMOVAL, AT PER LINEAL FOOT (X)

Existing 7-foot fence and appurtenances shall be removed of and disposed of as required at the Solid Waste Recovery & Transfer Center (Center), located at 3510 South Mullen Street, Tacoma, WA. The unit price per lineal foot (LF) shall be full compensation for the removal and
disposal of existing fence. Disposal of existing fence and appurtenances shall be coordinated with the City of Tacoma representative to be done on-site at the Center using the City of Tacoma’s service provider.

6.2.2 Force Account Work
This section supersedes Section 3.10, Paragraph C of the General Provisions.

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

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

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

6.3 Individual Project Coordination

6.3.1 Concept of Contract
A. Work to be done will be sent to the certified contractor in the form of a work request attached as Appendix A. The contractor shall provide a detailed estimate showing all tasks necessary to complete the work and the associated labor hours, using bid items with unit measurements.

B. Labor hours and cost plus equipment will only be used when there are no other applicable bid items available. Labor hours and cost plus equipment shall not be used to supplement work needed to complete other bid items. All tasks shall be identified and totaled to determine the cost of the work.

C. The contractor shall submit the estimate showing all tasks and labor hours necessary to complete the job. Upon acceptance of the estimate, the City will issue a purchase order to the contractor to do the work. The amount of the approved estimate/delivery order will be full and complete payment for the work.

D. While the contractor may have input into equipment used and applicable bid items, the final design, material used and applicable bid items shall be as approved and/or directed by the City.

6.3.2 Assignment of Work
A. Work shall be performed on a job-by-job basis and shall be priced according to the bid submitted. A site walkthrough may be held for each job at the determination of the requesting Department. Each project shall have a work request filled out by the contractor as contained in Appendix A.
B. Approval must be obtained by applicable City department prior to the commencement of work.

C. The applicable City department will monitor work that exceeds $1,000.00 per location, at their discretion. The City reserves the right to assign the bid items used for any work including the use of force account when applicable. If different bid items could be used for a repair, the City reserves the right to determine which bid items are applicable.

D. It is anticipated the cost of work per location shall not exceed $35,000. For those projects that may exceed said amount the contract administrator shall be notified via phone at 253-441-4653 or e-mail at tcarlson@cityoftacoma.org.

6.3.3 Administration

A. Authority
The City inspector, engineer, and/or project lead in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract. Should a specific project extend past 30 days, progress payments may be made to the contractor with prior written approval of the requesting Department. The project engineer/project lead shall make an estimate of the work completed or done by the contractor.

The engineers/project lead determination of progress payments shall be conclusive.

B. Billing Plan
Each project shall have a work request filled out by the contractor. (See Appendix C) The total price of the work shall be as shown on the work request. The only addition of costs shall be the difference between estimated costs for material and actual costs of materials purchased using the cost plus bid item, estimated costs for permits and the actual costs of permits, and change orders approved in writing due to a change in the scope of work.

Once a job is complete, the contractor shall submit a one-time invoice. All receipts for items to be reimbursed under the cost plus bid item shall be attached to the invoice before payment will be approved.

Each project will be invoiced against the Invoicing Contract No as indicated on the Work Request Form. If the field is blank, contact project manager or purchasing contract administrator to obtain have the appropriate contract number.

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

The City reserves the right to increase, decrease or delete those quantities of any bid item without being responsible to the contractor for anticipated profits. The only moneys due the contractor for deleted work would be for equipment already rented.
6.3.4 Contract Price
Pricing on estimates must be consistent with contract pricing at the onset of the project.

6.3.5 Pre-Construction Meetings
Upon Department approval of work to be performed, a pre-construction meeting may be held to review specific scope of work, procedures, methods and billing requirement. If not asked to attend, minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the contract administrator within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes may become part of the project file.

Document required prior to Preconstruction Meeting

1. Work Hazard Analysis Report
2. Current List of Subcontractors
3. Name of Job Superintendent
4. List of Number of Workers, Equipment List and Working Site Layout or Requirements.
5. A detailed plan describing the procedures proposed for use in complying with the requirements of the project specifications.
6. A listing of authorized personnel to be granted access to work area. The names and numbers of person(s) to be contacted on behalf of the contractor in case of emergency.
7. Material Safety Data Sheets (MSDS) for all chemicals that will be used or that will be present at the job site.

6.3.6 Site Meeting
The various departments will schedule meetings on an as-needed basis during the contract period. Attendance is required of the contractor, site superintendent and major subcontractors at all such meetings. The engineer and/or project lead will discuss the need for site meetings with the contractor during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

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

6.3.7 Project Manager
Project manager for each project, with whom the contractor shall coordinate all their activities, will be assigned at or before the pre-construction meeting.

6.3.8 Performance Reviews
At the determination of the contract administrator the contractor(s) may be required to attend a review of their performance under this contract at no less than each 6 month contract period. The contractor will be notified of the time and location of the meeting. Each user department will complete the Contractor Performance Review form (Appendix B) and will be reviewed with the contractor(s). In addition to Section 2 paragraph 2.10 of the General Provisions, the City reserves the right to terminate the contract if the
contractor receives unacceptable reviews and/or fails to comply with the requirements of this specification. The City will be the sole judge of the contractor's ability to meet the requirements of this paragraph.

6.3.9 Commencement, Prosecution and Completion
A. The contractor will be required to complete the Work Request Form documents within ten (10) calendar days after receipt.
B. The contractor shall begin the work to be performed in the Work Request Form within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the pre-construction conference.

6.3.10 Coordination with Others
The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.

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

6.3.11 Limitation of Contractor’s Work Are/Use of Premises
A. City will continue occupancy during all work.
B. Contractor shall comply with all security and access control requirements.

6.3.12 Utilities
A. Electric Service
   Where available the City will furnish without charge to the contractor 120 volt single phase power at the project sites or at a location specified by the project manager for the contractor's use. The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

B. Telephone Service
   The City will not provide telephone service for the contractor. Mobile telephone service may be available at the site.

C. Water
   The City will not provide water to the contractor for this project.

D. Sanitary Facilities
   Public rest rooms may be available at the project site or the contractor can use the rest rooms available at the project site. Coordinate use of these rest rooms with the project manager to ensure they are kept clean. Should the contractor fail to maintain the rest rooms, the contractor will be required to furnish restrooms at their own expense.

   In the absence of public rest rooms at the project site, housing shall be provided by the contractor for the sanitary necessities of all persons employed on each project; beginning with the first person
employed and shall be the chemical type. The Sanitation Laws of the State of Washington and any applicable county/city shall be complied with.

6.3.13 Differing Site Conditions
A. The contractor shall promptly, and before conditions are disturbed, notify the project manager or his/her field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written notice shall be submitted by the contractor when such problems and direction are required.

B. The project manager shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the RFI or may necessitate an Engineering Change Directive (ECD) or Proposal Request (PR).

C. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the project manager.

6.3.14 Contract Changes
A. Whenever possible, should the City desire extra work to be performed a detailed request shall be sent to the contractor asking for updated pricing per the requested changes.

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

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

7. CONTRACT TERM

7.1 The Contract will be for a two-year period with the option to renew the Contract for two additional one-year terms.

7.2 Ongoing maintenance and licensing agreements beyond the first year will be perfinal negotiated Contract terms.

7.3 This Contract shall remain open to additional purchases (interlocal, tag-on, andpiggyback) by this or other agencies for the full contract term with periodic cost adjustments per section 8 below.

8. PRICE ADJUSTMENTS

8.1 Pricing under any Contract resulting from this RFB shall be firm for the Contract period unless an adjustment is mandated by statute.
8.2 Submitted prices must include all labor and expenses, including travel, licenses, permits, B&O taxes, and any tools or costs required to service the account and complete this project.

8.3 Surcharges of any type will not be paid.

8.4 Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement.

9. RESPONSIVENESS

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

10. AWARD

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

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

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

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

11. BID BONDS
The attached Bid Bond (Appendix A) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier’s check.

11.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, “five percent of the amount of the accompanying proposal”. Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.

11.2 If a certified or cashier’s check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City’s receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

12. RETAINAGE/BOND-IN-LIEU-OF RETAINAGE

12.1 The City shall withhold retainage in accordance with 60.28 RCW.

12.2 Bond in-lieu-of Retainage will be an option on any contract(s) that result from this RFB.

13. PERFORMANCE AND PAYMENT BONDS

A performance bond, including power of attorney, and a payment bond are required, each in the amount of 25 percent of the Contract total, excluding sales tax. This is a post award requirement.

13.1 The City’s bond forms must be used. (Appendix B).

13.2 Both bonds must be executed by a surety company licensed to do business in the state of Washington.

13.3 Any costs associated with acquiring bonds will not be reimbursed or paid as a separate line item.

13.4 For a supply-type contract, a certified or cashier’s check or cash may be substituted for the bond; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

14. PREVAILING WAGE INFORMATION

Work performed under this contract is subject to prevailing wages under 39.12 RCW. Please see Appendix C for more information.

15. WARRANTY

All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-year
warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one year period. Supplier warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, Supplier shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

16. INSURANCE

16.1 Contractor shall provide, and keep current for the life of the Contract, a certificate of insurance per the attached requirements. (Appendix C)

16.2 Respondents are encouraged to furnish requirements to their surety for review prior to bidding.

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

17. INSPECTION

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

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

18. APPROVED ITEM EQUIVALENT

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

19. COMPLIANCE WITH SPECIFICATIONS

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

20. MATERIALS AND WORKMANSHIP
The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma’s Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste manage reduction plans
- Potential impact on human health and the environment

22. LOCAL EMPLOYMENT APPRENTICESHIP PROGRAM (LEAP)

LEAP goal will depend on contract value. Information on contract value and associated LEAP goal is available in Appendix C.

23. EQUITY IN CONTRACTING

As indicated in section 6 of the Special Reminder to Bidders, to be considered responsive, vendors must include completed EIC documentation with submittal packet.

23.1 Please see Appendix A for EIC Special Instructions, EIC Goal, EIC Utilization Form and accompanying instructions.

23.2 Please see Appendix C for Tacoma Municipal Code regarding Equity in Contracting.
Appendix A

Signature Page
Price Proposal Form
Record of Prior Contracts
List of Equipment
Contractor Qualification Form
Certification of Compliance with Wage Payment
Bid Bond
State Responsibility Form
Equity in Contracting
SIGNATURE PAGE

CITY OF TACOMA FINANCE DEPARTMENT

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 Building North, 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.

REQUEST FOR BIDS SPECIFICATION NO. CT21-0699F

Citywide On-Call Fencing

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 into Contracts for Bidder/Proposer

______________________________

Date

______________________________

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

______________________________


______________________________

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

______________________________

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
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</tr>
<tr>
<td>I1</td>
<td>Furnish and Install Outriggers, V-Type</td>
<td>190</td>
<td>EA</td>
<td></td>
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</tr>
<tr>
<td>I2</td>
<td>Furnish and Install Outriggers, Single Arm</td>
<td>210</td>
<td>EA</td>
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<td></td>
</tr>
<tr>
<td>J1</td>
<td>Furnish and Install Wire as Ordered, Barbed Wire</td>
<td>10000</td>
<td>LF</td>
<td></td>
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</tr>
<tr>
<td>J2</td>
<td>Furnish and Install Wire as Ordered, Tension Wire</td>
<td>2200</td>
<td>LF</td>
<td></td>
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</tr>
<tr>
<td>K1</td>
<td>Furnish and Install Fence Isolation Panel, 6-foot Wide x 7-Foot High (for 5/8-Inch fabric)</td>
<td>5</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K2</td>
<td>Furnish and Install Fence Isolation Panel, 6-foot Wide x 7-Foot High (for 2-inch fabric)</td>
<td>6</td>
<td>EA</td>
<td></td>
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<tr>
<td>L1</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 20'-0&quot; Wide (for 2-inch fabric)</td>
<td>5</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>L2</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 24'-0&quot; Wide (for 2-inch fabric)</td>
<td>5</td>
<td>EA</td>
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<tr>
<td>L3</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 30'-0&quot; Wide (for 2-inch fabric)</td>
<td>2</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>M1</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 20'-0&quot; Wide (for 5/8-Inch fabric)</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M2</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 24'-0&quot; Wide (for 5/8-Inch fabric)</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>M3</td>
<td>Furnish and Install Double Swing 7-Foot High Chain Link Vehicle Gate, 30'-0&quot; Wide (for 5/8-Inch fabric)</td>
<td>4</td>
<td>EA</td>
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<td></td>
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<tr>
<td>N1</td>
<td>Furnish and Install 4-Foot Wide x 7-Foot High Chain Link Mangate (for 5/8-Inch fabric)</td>
<td>7</td>
<td>EA</td>
<td></td>
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<tr>
<td>N2</td>
<td>Furnish and Install 4-Foot Wide x 7-Foot High Chain Link Mangate (for 2-inch fabric)</td>
<td>8</td>
<td>EA</td>
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<td></td>
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<tr>
<td>Q1</td>
<td>Miscellaneous Fence Work as Ordered, Non-Emergency</td>
<td>480</td>
<td>HR</td>
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<tr>
<td>Q2</td>
<td>Miscellaneous Fence Work as Ordered, Emergency</td>
<td>20</td>
<td>HR</td>
<td></td>
<td></td>
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<tr>
<td>P1</td>
<td>Install City Furnished Gate Locking Assembly</td>
<td>8</td>
<td>EA</td>
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<tr>
<td>Q1</td>
<td>Furnish and Install and Uninstall Temporary Fencing, Temporary Panels</td>
<td>1000</td>
<td>LF</td>
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<td></td>
</tr>
<tr>
<td>Q2</td>
<td>Furnish and Install and Uninstall Temporary Fencing, Temporary Fence &amp; Posts</td>
<td>300</td>
<td>LF</td>
<td></td>
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<tr>
<td>R1</td>
<td>Addition of Vinyl and Powder Coating for Complete Fence, 84-inches High (for 2-inch fabric)</td>
<td>200</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R2</td>
<td>Addition of Vinyl and Powder Coating for Complete Fence, 48-inches High (for 2-inch fabric)</td>
<td>50</td>
<td>LF</td>
<td></td>
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<tr>
<td>S1</td>
<td>Furnish and Install Vinyl Sticks for Chain Link Fence Fabric, 84-inches High (for 2-inch fabric)</td>
<td>200</td>
<td>LF</td>
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<tr>
<td>S2</td>
<td>Furnish and Install Vinyl Sticks for Chain Link Fence Fabric, 48-inches High (for 2-inch fabric)</td>
<td>50</td>
<td>LF</td>
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<td>T1</td>
<td>Mobilization and Demobilization, Cowitz Project</td>
<td>6</td>
<td>EA</td>
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<tr>
<td>T2</td>
<td>Mobilization and Demobilization, Cushman Project</td>
<td>6</td>
<td>EA</td>
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<tr>
<td>T3</td>
<td>Mobilization and Demobilization, Nisqually Project</td>
<td>6</td>
<td>EA</td>
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<tr>
<td>U1</td>
<td>Provide Materials at Cost Plus 1%</td>
<td>24000</td>
<td>COST</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>V1</td>
<td>Force Account (Time and Materials)</td>
<td>40</td>
<td>HR</td>
<td></td>
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<tr>
<td>W1</td>
<td>Troubleshoot and repair existing gate controller</td>
<td>700</td>
<td>LF</td>
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</tbody>
</table>

SUBTOTAL
W.S.S.T. _______% TOTAL AMOUNT _______
# RECORD OF PRIOR CONTRACTS

**NAME** __________________________ **ADDRESS** __________________________

**Type of Work** __________________________ **Specification No.** __________________________

<table>
<thead>
<tr>
<th>Beginning Date</th>
<th>Completion Date</th>
<th>Contract With</th>
<th>Contact Person Phone #</th>
<th>Amount of Contract</th>
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**Remarks:**

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________________________________________________________________________
LIST OF EQUIPMENT

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)
This form shall be completed in its entirety and submitted with the bid. **Failure to submit and meet the requirements as stated in Section 2.03 of the Special Provisions may be grounds for rejection of the bid.**

**The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.**

The successful contractor shall have completed at least three self-performed projects of similar scope and purpose within the past five years. The subcontractor superintendent shall also have at least two years of construction supervision experience. Complete the contractor project experience summary below and identify the on-site superintendents, one or more of which will be assigned to projects.

**Contractor:**

Name: ______________________________________________________

Address: ____________________________________________________

Phone: _______________ Contact Person: _________________________

**Project Experience**

#1  Project Name: _____________________________________________

Owner: _______________ Contact Person: _________________________

Description of Work (including size of area treated): __________________________

________________________________________________________________________

Completion Date: ________________________________________________________

#2 Project Name: _____________________________________________

Owner: _______________ Contact Person: _________________________

Description of Work (including size of area treated): _________________________

________________________________________________________________________

Completion Date: ________________________________________________________
Contractor Qualification Form (2 or 2)

#3 Project Name: ________________________________

Owner: ____________________ Contact Person: ________________________________

Description of Work (including size of area treated): ________________________________

______________________________________________________

Completion Date: ______________________________________

On-Site Superintendent:

The on-site superintendent shall have at least two years of experience overseeing similar work. Provide the name of project on-site superintendent(s) and number of years' experience.

#1 Name______________ Years employed by contractor:_________

Years of construction supervision:_________

#2 Name______________ Years employed by contractor:_________

Years of construction supervision:_________

#3 Name______________ Years employed by contractor:_________

Years of construction supervision:_________

Please affix a copy of each superintendent's resume here demonstrating at least two years' experience in construction supervision and in three similarly sized fencing project in the last 5 years.
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 5, 2020), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

________________________________________________________________________
Bidder

________________________________________________________________________
Signature of Authorized Official*

________________________________________________________________________
Printed Name

________________________________________________________________________
Title

________________________________________________________________________
Date                  City                  State

Check One:
Individual □          Partnership □       Joint Venture □       Corporation □

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

________________________________________________________________________

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

________________________________________________________________________

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.
Herewith find deposit in the form of a cashier’s check in the amount of $_____________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________

---

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:
That we, ____________________________________________, as Principal, and ____________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of ________________ __________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

SIGNED, SEALED AND DATED THIS _____________ DAY OF ________________, 20_______.

PRINCIPAL:

________________________________________

SURETY:

________________________________________

________________________________________

Received return of deposit in the sum of $______________________________

________________________________________

20_______
Specification No. ______________________
Name of Bidder: ______________________

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor
(Must be in effect at the time of bid submittal):
Number: ____________________________
Effective Date: ______________________
Expiration Date: ______________________

Current Washington Unified Business Identifier (UBI) Number:
Number: ____________________________

Do you have industrial insurance (workers’ compensation) Coverage nor your employees working in Washington?
☐ Yes  ☐ No
☐ Not Applicable

Washington Employment Security Department Number
Number: ____________________________
☐ Not Applicable

Washington Department of Revenue state excise tax Registration number:
Number: ____________________________
☐ Not Applicable

Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)?
☐ Yes  ☐ No
If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the state of Washington?
☐ Yes  ☐ No

If incorporated, in what state were you incorporated?
State: ____________________ ☐ Not Incorporated

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

Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?
☐ Yes  ☐ No
CITY OF TACOMA

Special Instructions

Equity in Contracting Instructions

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

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

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

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

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

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

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

<table>
<thead>
<tr>
<th>Equity in Contracting Requirements</th>
<th>Minority Business Enterprise Requirement</th>
<th>Women Business Enterprise Requirement</th>
<th>Small Business Enterprise Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10%</td>
<td>17%</td>
<td>17%</td>
</tr>
</tbody>
</table>

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

www.cityoftacoma.org/sbe
www.omwbe.diversitycompliance.com*

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

CCD/SBE: CT21-0699F (#2)
Date of Record: 8.2.2021

*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

Document Updated 2.21.2020
INSTRUCTIONS FOR COMPLETING
EIC UTILIZATION FORM

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

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

1. * Base Bid is the prime contractor’s bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.

2. Column “a” – List all EIC companies that you will be awarding a contract to if you are the successful bidder.

3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)

4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.

5. Column “d” – The bid amount must be indicated for all listed EIC that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.

6. Column “e” – The bid amount must be indicated for all listed EIC that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.

8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

10. Column “h” – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, multiply the amount in Column “d” by 1.0 plus the amount in Column “e” by 0.20. Insert the total amount in this column.

11. Block “i” – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column “f”) by your Base Bid (*) then multiply by 100 to get a percentage: $ amounts from column “f” divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

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

It is the prime contractor’s responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.
EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder’s Name: ____________________________
Address: ____________________________ City/State/Zip: ________________

Spec. No. ___________ Base Bid * $ ________

Complete company names and phone numbers are required to verify your usage of qualifying firms.

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

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

Type or Print Name of Responsible Officer / Title ____________________________
Signature of Responsible Officer ____________________________ Date ________________
Appendix B

Sample Contract
Sample Performance Bond
Sample Payment Bond
General Release to City of Tacoma
This Contract is made and entered into effective this _____ day of ,20 , (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

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

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

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

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

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

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

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

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

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

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

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

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA: CONTRACTOR:

By: By:

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

Director of Finance: ________________________________

City Attorney (approved as to form): ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________

Approved By: ________________________________
PERFORMANCE BOND
TO THE CITY OF TACOMA

That we, the undersigned,

as principal, and

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

$ ______________________, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

__________________________________________________________

By: ______________________________________________________

Surety:

__________________________________________________________

By: ______________________________________________________

Agent’s Name: ____________________________________________

Agent’s Address: __________________________________________

30
PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

Specification No.
Specification Title:
Contract No.

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

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

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

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

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

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

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

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of “Surety Companies Acceptable in Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.
One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

____________________________________________________

By: ________________________________________________

Surety:

____________________________________________________

By: ________________________________________________

Agent's Name: ______________________________________

Agent's Address: ____________________________________
City of Tacoma

City of Tacoma Contract No.: _____________  Specification No.: _____________

General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name and the City of Tacoma, dated _____________, 20___, hereby releases the City of Tacoma, its departmental officers, employees, and agents, from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of $_______________.

Signed on this ______ day of ________________, 20__.

_______________________________
Contractor Name

_______________________________
Contractor Authorized Signature

_______________________________
Title

_______________________________
Type or Print Signature Name
Appendix C

Insurance Requirements

Intent-Affidavit Information for On-Call Contracts

Work Request Form

Contractor's Work Hazard Analysis Report Contractor Performance Review Form

LEAP (Local Employment and Apprenticeship Training)

Prevailing Wages

Tacoma Municipal Code Regarding Equity in Contracting

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

1. **GENERAL REQUIREMENTS**

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

   1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

   1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.

   1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

   1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:

      1.4.1. Be considered primary and non-contributory for all claims.

      1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

   1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

   1.6. Verification of coverage shall include:

      1.6.1. An ACORD certificate or equivalent.

      1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.

      1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

   1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.

      1.7.1. No specific person or department should be identified as the additional insured.

      1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.

      1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20
37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security

1.11. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.
1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.

1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

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

1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance
Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

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

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

4.2 Commercial (Business) Automobile Liability Insurance
Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury
and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if “Pollutants” are to be transported.

4.3 **Workers’ Compensation**

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

4.4 **Employers’ Liability Insurance**

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

4.5 **Excess or Umbrella Liability Insurance**

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer’s Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.6 **Railroad Protective Liability Insurance**

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($6,000,000) in the aggregate during the term of the Contract if Contractor’s work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways. The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.7 **Other Insurance**

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

4.8 **Other Conditions**

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).
A. One Intent to Pay Prevailing Wages and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State’s Department of labor and Industries (L&I) per Article 6 of the General Conditions.

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

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

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

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

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

Invoicing Contract No. _________  Delivery No. _________

DEPARTMENT/DIVISION NAME: ________________________________

ORIGINATOR/REQUESTOR: ___________  PHONE NO. ___

DATE REQUESTED: ________  REQUESTED BY: _______

WORK REQUESTED AND LOCATION: ___________________________

________________________________________________________________

________________________________________________________________

DRAWINGS OR OTHER REFERENCES: ___________________________

________________________________________________________________

________________________________________________________________

CONTRACTOR

COST ESTIMATE LABOR: _________

COST ESTIMATE EQUIPMENT RENTAL MARK-UP: _________

PER DIEM: _________

TOTAL COSTS: _________

PLANT ENGINEERING AND SERVICES

COST ESTIMATE APPROVED: _________

DESIRED START DATE: ________  DESIRED FINISH DATE: ________

ACCOUNTING NOS.: ________________________

SCHEDULE AND COSTS

ACTUAL START DATE: ________  ACTUAL FINISH DATE: ________

PLANNED COST: _________  ACTUAL COST: _________

________________________________________  ________________________  ________________________
CONTRACTOR PRINTED NAME  CONTRACTOR SIGNATURE  CITY APPROVAL
CITY OF TACOMA  
CONTRACTOR'S WORK HAZARD ANALYSIS REPORT  
for  
CT21-0699F Citywide On-Call Fencing  

(Project Name)

The contractor and his/her subcontractors shall thoroughly review the scope of work described in the proposed project drawings and specifications. Following the review, the contractor will be responsible to indicate below any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, etc.

Failure to list and comply with safety requirements will be cause for disqualification from future Utilities contracts. A copy of this report shall be posted at the job site at all times.

If, during the course of construction, other safety requirements are identified, they will be added to this report as an addendum. The contractor will be required to adhere to the recommended actions and/or controls identified in the addendum.

<table>
<thead>
<tr>
<th>SAFETY ISSUES/CONCERNS*</th>
<th>HAZARDS</th>
<th>RECOMMENDED ACTION AND/OR CONTROLS</th>
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*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

Contractor Name and Title       Date       Job Site Superintendent       Date

Company Officer Signature

JOB HAZARDOUS ANALYSIS.DOC
# CONTRACTOR PERFORMANCE REVIEW
**(FOR INTERNAL RECOMMENDATION PURPOSES)**

<table>
<thead>
<tr>
<th>Project:</th>
<th>Spec. #</th>
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<tbody>
<tr>
<td>Location:</td>
<td>Contractor: (Use separate sheet for each sub-contractor)</td>
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<tr>
<td>Engineer:</td>
<td>Inspector:</td>
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## EVALUATION

<table>
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<tr>
<th>Rate Each Area:</th>
<th>EXCELLENT - 3</th>
<th>GOOD - 2</th>
<th>ACCEPTABLE - 1</th>
<th>INADEQUATE - 0</th>
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<tbody>
<tr>
<td>1. Safety</td>
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<td>2. Quality of Work</td>
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<td>3. Overall Rating</td>
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<td>4. Communication/Coordination on Site</td>
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<td>5. Communication/Coordination with Office</td>
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<td>6. Supervision on Site</td>
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<td>7. Quality of Supervisor</td>
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<td>8. Site Management</td>
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<td>9. Adequate Equipment</td>
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<td>10. Adequate Personnel</td>
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<td>11. Was Project Completed on Time (Y/N)</td>
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<td>12. Would You Recommend this Contractor Work for Us Again (Y/N)</td>
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### Comments (Required if Rated Below Acceptable)

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Input by __________________________ Review No. ______________ Date ______________
Chapter 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

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

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

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

A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than $750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than $250,000.00 shall not be included in this definition.

E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the Water Utility.
W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

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

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

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

AA. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.


1.90.040 LEAP goals.

A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil Projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:
<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
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<tr>
<td>100%</td>
<td>$ 0.00</td>
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<tr>
<td>90% - 99%</td>
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<td>50% to 74%</td>
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<td>1% to 49%</td>
<td>$ 7.50</td>
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<tr>
<td>0%</td>
<td>$10.00</td>
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</table>

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

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

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

D. LEAP Goal Adjustments.

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

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

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

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

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

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

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

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

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

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


1.90.050 Good faith efforts. Repealed by Ord. 27368.

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.
B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

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

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

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

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

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

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

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

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

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

(Ord. 26301 § 1; passed Oct. 6, 1998)
LEAP

Document Submittal Schedule

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

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

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

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

Please submit above documents as instructed by the Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email carmstrong@cityoftacoma.org.
LEAP REQUIREMENTS & PROCEDURES:

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

Post-award Submittals:

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

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

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

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

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

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

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

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

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

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

### Part A

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<tr>
<th>Contractor:</th>
<th>Date:</th>
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<td>Specification Number:</td>
<td>Contract/Work Order Number(s):</td>
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### Part B

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<th>Economic Distressed Area Resident</th>
<th>Tacoma Public Utilities Service Area Apprentice Resident</th>
<th>WA State Apprentice <em>(Contracts outside of TPU Service Area Only)</em></th>
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<tbody>
<tr>
<td>------</td>
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<tr>
<td>Rejected</td>
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**Totals**

TOTAL hrs.

### Part C

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

**Part A**

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

**Part B**

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

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

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

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

**Part C**

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

Contractor/Sub: ___________________________ Specification Number: ___________________________

Project Description: ________________________________________________________________

Employee Name: ___________________________________ Craft: ____________________________

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

Gender (optional): □ MALE □ FEMALE

Complete Physical Address (No PO Boxes): __________________________________________________

City: ___________ State: _______ Zip: _______ Telephone: ___________ Date of Hire: ___________

Apprenticeship County: ___________ Apprentice Registration I.D. (if applicable): _____________

Age: _______ Copy of DD-214: _______

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

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

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

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

Signature of Employee: ___________________________ Date: __________________

Contractor Representative: ___________________________ Date: __________________
LEAP APPRENTICE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

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

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

Driver’s License with current address

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

Copy of current tax form W-4

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies

Property Tax Records

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.
No PO Boxes

Contractor Representative: ________________________________ Date: ________________

Title: ___________________________________________________________
### Economically Distressed ZIP Codes

<table>
<thead>
<tr>
<th>Zip Code</th>
<th>200% Pov</th>
<th>Unemployed</th>
<th>25+ College</th>
<th>Area</th>
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<td>Easton</td>
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“200% Pov” = People at or below 200% of the federal poverty line. (69th percentile)
“Unemployed” = Unemployment rate (45th percentile)
“25+ College” = People at or above 25 years old without a college degree. (75th percentile)
Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in an Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

<table>
<thead>
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Apprentices may come from any of the ZIP codes listed under this page. If an apprentice lives in an Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.
No Work Performed (NWP) Report

Prime/Sub Contractor: ____________________________

Specification Number: __________________________

Project Description: ____________________________

Payroll Week Ending Date: ________________     Payroll Number: ________

NO WORK PERFORMED

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

Signature of Responsible Officer       Title       Date
PREVAILING WAGE RATES

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

The project site is located in Pierce, King, Thurston, Lewis, Mason and Grays Harbor Counties.

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.

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

Look up prevailing rates of pay, benefits, and overtime codes from this link: [https://secure.lni.wa.gov/wagelookup/](https://secure.lni.wa.gov/wagelookup/)

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, [https://www.lni.wa.gov](https://www.lni.wa.gov) or by visiting their MY L&I account.
Chapter 1.07
Equity in Contracting

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

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

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

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

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

1.07.020.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.

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

1.07.020.G

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

1.07.020.N

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

1.07.020.P

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

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

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

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

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

1.07.020.Q

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

1.07.020.R

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

1.07.020.S

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

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

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

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

1.07.020 W

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


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 craftsmen for public works of the City, is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, or is engaged in the furnishing of laborers or craftsmen for public works of 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 manifest 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 craftsmen for public works of the City, is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

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

1.07.040 Program administration.

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

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


1.07.050 Approval as a Certified Business.

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

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and

2. The entity can demonstrate that it also meets at least one of the following additional requirements:
   a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
   b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
   c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
   d. Such additional information as the Program Manager or designee may require.

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

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


1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

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


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

B. Exceptions:

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

1. Emergency:

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

2. Not Practicable:

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

3. Sole source:

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


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

5. Lack of certified contractors:

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

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may
request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver.

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


1.07.070 Evaluation of submittals.

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

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

1. General.

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

2. Supplies.

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


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


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

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

1. When contract award is based on price.

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

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

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

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

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

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

c. Selection of contractors from pre-qualified roster(s).
**1.07.080 Contract compliance.**

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

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

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

**1.07.090 Program monitoring.**

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

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

**1.07.100 Enforcement.**

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

**1.07.110 Remedies.**

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

1. Forfeit the contractor’s bid bond and/or performance bond;

2. Publish notice of the contractor’s noncompliance;

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

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

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


1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

GENERAL PROVISIONS
(Revised October 6, 2018)

SECTION I - BIDDING REQUIREMENTS
SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS
   A. Respondent's Proposal

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

   B. Alterations of Proposals Not Allowed

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

   C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

   It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in
   our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring
   equitable participation of small business enterprises by establishing goals for their utilization in the provision
   of construction services, and related goods and/or services, to the City.

   A. Public Work or Improvement Type Projects and Contracts:

   Respondents for public work or improvement type projects and contracts in excess of $25,000 have an
   obligation to comply with the requirements set forth in the City's SBE Regulations adopted pursuant to
   Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City SBE Office, 747
   Market Street, Room 900, Tacoma, WA 98402, Phone 253-573-2435, Email SBEOffice@cityoftacoma.org

   Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or
   improvement contracts (exceeding $10,000, and $15,000 for construction of water mains) are required to
   actively solicit minority and women business enterprise subcontractors. With respect to all such contracts,
   the Contractor agrees that he/she shall actively solicit the employment of minority group members.
   Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services
   from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these
   requirements of minority employment and solicitation. Contractor further agrees to consider the grant of
   subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall
   be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS
   FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH
   THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE
   AND ATTACHED HERETO:

   ➢ SBE Utilization Form for contracts of $25,000 or more per TMC Chapter 1.07
   ➢ Prime Contractor's Pre-Work Form for contracts per RCW 35.22.650
B. Purchase of Goods and/or Services Contracts:

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women’s businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City’s ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- Personnel Inventory Form

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

1.04 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.05 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

Submittal packages must be received by the City’s Purchasing Division, Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter “Respondent”), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person to the main floor security desk; however, the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by http://www.greenwichmeantime.com/

1.06 LICENSES/PERMITS

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

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

C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.
1.07 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.08 BID IS NONCOLLUSIVE

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

1.09 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.10 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.11 OPENING OF BIDS

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

1.12 PUBLIC UTILITY BOARD FINAL DETERMINATION

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

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

1.14  TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.15  FIRM PRICES/ESCALATION

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

1.16  AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.17  INCREASE OR DECREASE IN QUANTITIES

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

1.18  EXTENSION OF CONTRACT

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

1.19  PAYMENT TERMS

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

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

A. Payment methods include:

1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City’s commercial card provider. Suppliers accepting this option will receive “due immediately” payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
   a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City’s provider bank; the supplier does not need to know card account details.
   b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City’s commercial card provider.

2. Credit card. Tacoma’s VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides “due immediately” payment terms.
   a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
   b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.

4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

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

C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.21 COOPERATIVE PURCHASING

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

1.22 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent’s submittal and Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City’s opinion, the
material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.23 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

(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 for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector’s Authority

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

The Contract shall be carried out under the general control of the representative of the particular 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 Division administering the Contract in accordance with the terms of the Contract.

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

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

2.06 ASSIGNMENT AND SUBLetting OF CONTRACT

A. Assignment

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

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

B. Subletting

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

In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

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

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

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

2.07 DELAY

A. Extension of Time

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

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 of the particular Division involved in administering this Contract.

2.08 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) 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.

2.09 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.

2.10 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 Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

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.

2.11 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.

2.12 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.14 Packing Slips and Invoices

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

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

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

2.15 Approved Equals

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

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

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

2.16 Entire Agreement

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

2.17 Code of Ethics

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS.

3.01 RESPONDENT’S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City 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(1), 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 (division responsible for this Contract) for said “changed or differing” conditions unless said City 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 linear 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.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at $1,000,000 per occurrence, $2,000,000 aggregate and for contracts in excess of $500,000 the minimum coverage limits include Umbrella Excess Liability of $5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds $50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

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

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.
E. Insurance Documentation

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

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 Light Division circuits.

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

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

B. Work Hazard Analysis Report

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

3.07 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 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 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 the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

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

B. Prevailing Wages

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, ESAC Division, General Administration Building, Olympia, Washington 98504, 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 prefilled 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 administering the Contract have agreed upon a price prior to commencing extra
work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work - No Agreed Price

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

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;

2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;

3. Material, including sales taxes pertaining to materials;

4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;

5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.
The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

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

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. 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;

B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS
Bid proposals for construction, alteration or repair of any building or other public works that may exceed $1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive, therefore, the bid will be rejected.
SECTION 02832 – CHAIN LINK FENCES AND GATES

PART 1  GENERAL

1.1  SECTION INCLUDES

A. Fence framework, vinyl fabric and accessories.
B. Excavation for post bases, concrete foundation for posts and gates, and center drop for gates.
C. Manual gates and related hardware.
D. Grounding system for fence and gates.

1.2  REFERENCES

A. INSTALLATION (GENERAL)
Security fencing and gates shall be installed in accordance with the following:
ASTM F567-14a  Standard Practice for Installation of Chain-Link Fence

B. MATERIALS
Fencing materials shall comply with the following ASTM standards:
ASTM A116  Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric
ASTM A121-07  Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A123  Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153  Zinc-Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392-11a  Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A446  Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
ASTM A569  Steel, Carbon (0.15-Percent Maximum), Hot-Rolled Steel and Strip Commercial Quality
ASTM A626-14  Standard Specification for Fence Fittings
ASTM A780  Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A817-07  Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcelled Tension Wire
ASTM A824-01  Standard Specification for Metallic-Coated Steel Marcelled Tension Wire for Use With Chain-Link Fence
ASTM C94  Ready-Mixed Concrete
1.3 SYSTEM DESCRIPTION

A. FENCE HEIGHTS
7-feet nominal and 1-foot of barbed wire OR Top of fabric at 7-feet 0-inches above grade plus 1-foot 0-inches buried below grade and one (1) foot barbed wire at top of fence.

B. LINE POST SPACING
At intervals not exceeding ten (10) feet, for 2-inch mesh fences and eight (8) feet for 1/2-inch mesh fences, unless otherwise specified.

C. FENCE POST AND RAIL STRENGTH
Conform to ASTM F669 heavy industrial fence, light industrial fence quality. (Withdrawn 1995 and Superseded - Refer to ASTM F1043)

1.4 SUBMITTALS FOR REVIEW

A. SUBMITTALS AND SHOP DRAWINGS
Submittals shall be submitted as required in Section 1300 - Submittals and Shop Drawings.

B. PRODUCT DATA
Provide data on fabric, posts, accessories, fittings and hardware.
C. SHOP DRAWINGS
Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

D. SAMPLES
Submit two (2) samples of fence, vinyl fencing fabric, in size illustrating construction and colored finish.

1.5 QUALITY ASSURANCE
Perform work in accordance with Standard Specifications for Road, Bridge and Municipal Construction as modified herein.

1.6 QUALIFICATIONS
Company specializing in manufacturing the products specified in this section with minimum three (3) years documented experience.

PART 2 PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. MATERIALS
All materials shall be new, unless otherwise approved in writing. All components shall be in accordance with Chain Link Fence Manufacturers Institute (CLFMI). Materials not specifically covered herein by detailed specifications shall be of standard commercial quality. Supplier shall furnish test and manufacturer's certificates of materials on all items furnished, as requested by the City. All fencing material shall meet or exceed ASTM standards.

The base material for the manufacturer of steel pipes used for posts, braces, top rails and gate frames shall conform to the requirements of ASTM F-1083.

All metallic elements exposed to weather to be either hot-dipped galvanized or stainless steel. NOTE: Zinc plating is not an acceptable corrosion protection method.

B. POSTS
All fence posts, fabric, and accessories, except where otherwise noted, shall be hot-dipped galvanized after fabrication. Coatings for all posts, top rail, and other accessories shall weigh no less than 1.8 ounces per square foot of surface and shall conform to ASTM specifications for Hardware ASTM A123 and A153, and for Pipe ASTM A120.

C. TRUSS ROD
Diagonal truss rod shall be 3/8-inch diameter galvanized steel rod with tighteners and with ends fabricated to fit hardware. No bending or threading of rod after galvanizing.

D. FABRIC
Fence fabric shall be either 2-inch x 9 gauge or 5/8-inch x 9 gauge woven diamond mesh, chain link of medium-high carbon-grade steel wire. The top and bottom salvages of the fabric shall have a twisted and barbed finish for greater security protection. The barbing shall be done by cutting the wire at an angle, producing sharp points. The total height of the fabric shall be either 84-inches or 96-inches plus or minus 3/4-inch. Fabric shall be supplied with a galvanized steel bottom tension wire, seven (7) gauge spring steel.

Coating for fabric shall weigh not less than 2.0 ounces per square foot of surface and shall conform to ASTM A392 and shall withstand 12 one-minute dips by the Preece copper sulphate method of testing as outlined in ASTM A239.
E. LINE POSTS

Line posts shall be standard commercial grade steel pipe, either 2-3/8 inch O.D., weighing 3.65 pounds per lineal foot, or 4-1/2 inch O.D., weighing 10.79 pounds per lineal foot; or an approved equal or better.

F. TERMINAL AND CORNER POST

All end, corner, and pull posts shall be standard commercial grade steel pipe 2-7/8 inch O.D., weighing 5.79 pounds per lineal foot, or 4 1/2-inch O.D. Schedule 40 pipe, weighing 10.79 pounds per lineal foot; or an approved equal or better.

G. GATE POSTS AND FRAME

Gate posts and frames shall be Schedule 40 and sized as shown on drawings.

H. TOP, CENTER AND BOTTOM TENSION RAIL

The top, center and bottom tension rails shall be 1-5/8-inch O.D., pipe section, 2.27 pounds per foot or equivalent provided with suitable couplings approximately every 20 feet. Couplings to be outside sleeve type and at least 6-inches long; one (1) coupling in every five (5) to have a heavy spring or similar device to take up expansion and contraction of the top rail. Top, center and bottom rails to pass through base of line post tops and form a continuous brace from end-to-end of each length of fence. Top, center and bottom rails to be securely fastened to terminal posts by suitable pressed steel connections.

I. BRACING

Terminal posts shall be rigidly braced with 1-5/8-inch O.D. galvanized pipe weighing 2.27 pounds per lineal foot. These braces shall be placed midway between the grade line and the top rail, and shall extend from the terminal post to the first adjacent line post.

Braces shall be firmly attached to the posts with pressed steel fittings and shall be diagonally trussed from the base of the terminal post to the first line post by means of 3/8-inch diameter rod, complete with tighter or turnbuckle. All truss rod ends shall be of a threaded type - field bending of ends will not be permitted.

J. BARBED WIRE

Each strand of barbed wire shall consist of two (2) line wires 0.098-inch diameter (12-1/2 gauge W&M) twisted, with four (4) point barbs 0.080-inch diameter spaced not less than 3-inches nor more than 5-inches apart. There shall be six (6) continuous strands of barbed wire.

Barbed wire shall be 6061-T95 aluminum alloy or galvanized steel.

K. FABRIC TIES

Fence fabric shall be fastened to line posts and top rail with L & C Enterprises’ minimesh twist ties. Fabric shall be fastened to tension wire with L & C Enterprises’ easy twist tension wire ties at 24-inches O.C.

L. EXTENSION ARMS

Arms on line posts for attachment of barbed wire above the fence fabric shall be made of pressed steel or other approved material with a base shaped to fit the top of the line posts being used. Bolt/peen, screw/security head or riveted barbed wire arms. Tack weld all bolts.

Arms for end and corner posts shall be made of malleable iron. Each arm shall carry a minimum of three (3) strands of barbed wire. Arms shall be a non-climbable with a “V” shape double arm with six (6) strands of barbed wire, and be designed so that the top strand of barbed wire is a minimum of 12-inches above the fabric.
M. MISCELLANEOUS FITTINGS

All the fittings used in the construction of the fence shall be malleable, cast iron or pressed steel and shall be hot-dipped galvanized, except where otherwise noted in these specifications.

PART 3 EXECUTION

The fence and gates shall be erected in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, except as modified herein.

3.1 SETTING POSTS

All posts shall be set as indicated on drawings furnished by Tacoma Power, when work is ordered or as directed by the engineer.

In ordinary ground, holes for line posts shall be a minimum of 12-inches in diameter and holes for gate and corner posts shall be a minimum of 18-inch diameter. Very soft, wet ground shall require holes of larger diameter.

The line posts adjacent to the terminal posts, which are the brace posts, shall be set exactly at the spacing required to make the horizontal braces fit properly. Corner posts shall be placed when the line of the fence changes direction 20 or more degrees. Terminal posts shall have equal spacing not to exceed 10-feet for 2-inch mesh fences and eight (8) feet for 1/2-inch mesh fences.

It shall be the contractor’s responsibility that all posts are plumb and on-line before the concrete has set and remain plumb and on-line during the curing of the concrete.

3.2 CONCRETE

Concrete shall consist of an approved Portland cement, fine aggregate, coarse aggregate, and water mixed to produce at least a minimum ultimate compressive strength of 3000 psi at 28 days. Rebar/reinforcement required as shown on drawings.

3.3 ATTACHING FABRIC

Stretcher bars shall be threaded through, and loops of each section of fabric tied to corner, gate and pull posts with stretcher bar bands spaced not more than 14-inches on centers. The top most tie shall be as near the top of the fabric as possible, the lowest tie as near the bottom as possible.

The fabric shall be tied to the top tension rail with fabric ties spaced not more than 12-inches on center.

The barbed ends of the barbed top fabric shall be dressed approximately 1-inch above the top tension rail. Each barb shall be straightened as needed so that they present an unbroken line above the top wire.

The bottom of the fabric shall extend to within a minimum of 2-inches of the ground line or 12-inches below final grade and be backfilled.

3.4 ATTACHING BARBED WIRE

On line posts, the barbed wire shall be placed in the slots provided in the extension arms and wither pinned in place or securely tied.

3.5 BOLT HEADS

All bolt heads shall be turned to the outside of the fence. All bolts shall be tack welded.
3.6 BOTTOM TENSION WIRE

The bottom tension wire shall be placed between the fabric and posts and the fabric shall be attached to the tension wire on a maximum of 24-inch intervals with easy twist wire ties.

3.7 GATE CONSTRUCTION AND INSTALLATION

The end members of the swing gate frames shall extend 12-inches above the top horizontal member of the frame and shall be fitted to carry three (3) or six (6) strands of barbed wire as ordered.

Gate frame corner fittings, if used, shall be malleable iron or pressed steel and shall be riveted. If gate frames are of welded construction, they shall be hot-dip galvanized after fabrication. All gate frames shall be rigidly braced to prevent sagging, buckling, or weaving. All open ends of pipe members in the gate frames shall be fitted with a pipe plug.

Fabric for gates shall be as specified for the fence.

Swing gate hinges shall be of the type designated to allow the gate a minimum of 180 degree swing (90 degrees in and 90 degrees out from the closed position) and be fitted such that the gate cannot be lifted off them and open only in the direction shown on the drawings. The lower hinge shall be the ball-and-socket type or approved equal of heavy construction to relieve strain on the upper hinges.

Where directed, the contractor shall install gate latches as supplied by Tacoma Power; otherwise, all gates shall be provided with latches of the double-locking type and shall have padlock attachment. Latches shall be installed as shown on bid documents. See drawings for catch details.

One (1) gate of the double-swing gates shall be provided with a slotted cleanable type center gate rest and plunger attachment, allowing it to be securely closed while the other is opened.

A plunger rod stop shall be field welded to the gate latch assembly to prevent the plunger rod from disengagement when the gate is locked. Plunger rod stop shall be 3-3/8-inches x 1-1/2-inch and shall be field placed and welded so as to prevent binding with the gate latch assembly.

All miscellaneous fittings, except as noted, used in the construction of swing gates shall be malleable iron, cast iron, or pressed steel, and shall be hot-dip galvanized after fabrication. All rivets used shall be 6053-T61 aluminum.

In setting gate posts, the post must be set at the spacing as recommended by the manufacturer, and the tops of gate posts at each gate must be at the same elevation regardless of the grade at the ground line.

It shall be the contractor’s responsibility that all posts are plumb and on-line before the concrete has set and remain plumb and on-line during the curing of the concrete.

The catch on gate posts shall engage the open gate automatically requiring no hand operation. Gates shall be installed so they are in good alignment and swing and latch properly. Gate hinges shall be adjusted so that gate swings inward or outward 90 degrees or more and are in-line.

3.8 GROUNDING

Excavate and backfill for grounding systems as ordered. Grounding wire and hardware will be installed by Tacoma Power. Grounding connections shall be protected during backfill.

Connections damaged during backfill will be replaced at the contractor’s expense. Submit method for protection of grounding system during backfill at the preconstruction conference.
3.9 CLEARING AND GRUBBING FENCE LINES

Clearing and grubbing shall be done when directed by the engineer. All clearing and grubbing shall be done by hand, unless otherwise authorized in writing. The width for clearing and grubbing shall be as needed for installation of new fence, but shall be a minimum of 3-feet in width.

END OF SECTION