TACOMA POWER
REQUEST FOR BIDS
WYNOOCHEE DAM POWER SYSTEM UPGRADE
SPECIFICATION NO. PG22-0710F
This Specification contains the following:

1. Request for Bids
2. Bidder’s Checklist
3. Letters and Calls
4. Supplemental Bidder Responsibility Criteria
5. Signature Page
6. Proposal
7. Certification of Compliance with Wage Payment Statutes
8. Bid Bond
9. Special Notice to Bidders
10. State Responsibility and Reciprocal Bid Preference Information
12. Insurance Certificate Requirements
13. Sample Contract
15. Appendices:
   - Appendix A - Wynoochee River Project Map
   - Appendix B – City Provided Material List Form
   - Appendix D – Contract Drawing List
   - Appendix E – Equipment Layout and Wiring Drawings
   - Appendix F – Equipment Electrical Schematic Drawings
   - Appendix G – Information Only Drawings
City of Tacoma
Power/Generation Engineering

REQUEST FOR BIDS PG22-0710F
Wynoochee Dam Power System Upgrade

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 6, 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:

**By Email:**
- bids@cityoftacoma.org
- Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday’s at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend via this link or call 1 (253) 215 8782.

Submittals in response to an RFP, RFQ or RFI 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 be held on November 3, 2022 at 10:30 a.m. at the Wynoochee Dam O&M Building. The address is 5120 Wynoochee Valley Rd, Montesano, Washington.

Project Scope: This contract includes the installation and commissioning of a 480VAC, 400A meter, and panel board Q1, two 480VAC, 400A Automatic Transfer Switches (ATSs) each having a bypass switch which are located in the Wynoochee Dam Service Gallery; a 480VAC, 800A main, motor control center (MCC) CQ3 located in the dam's sluice gate control area. The electrical service is a three (3) wire ungrounded delta service.

Estimate: $160,000 – 210,000

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 Ryan Foster, Senior Buyer by email to rFoster1@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.
BIDDER’S CHECK LIST

The bidder's attention is especially called to the following forms which must be submitted with your bid:

(a) Schedule of bid price.
   The unit/lump sum prices bid must be shown in the space provided.

(b) Signature page.
   To be completed and signed by the bidder.

(c) Certification of Compliance with Wage Payment Statutes

(d) Supplemental Bidder Responsibility Criteria

(e) State Responsibility and Reciprocal Bid Preference Form

(f) Bid bond or certified check (for construction contracts only).
   Each bid must be accompanied by a certified or cashier's check for 5-percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.03.

(g) “Submittals Required with Bid” as are listed in the Special Provisions Section 01300 – Submittals and Shop Drawings

The following forms are to be executed after the contract is awarded:

(a) Contract
   This agreement is to be executed by the successful bidder.

(b) Performance Payment Bonds and Certificate of Insurance
   To be executed by the successful bidder and their surety company and countersigned by a local resident agent of said surety company.

(c) Contractor’s Work Hazard Analysis Report

(d) General Release to the City of Tacoma
   To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.
LETTERS AND CALLS

All information requested prior to the bid opening is subject to the limitations in Paragraph 1.02 of the General Provisions.

For questions regarding General Provisions, Special or Technical Provisions, submit questions to Ryan Foster, Senior Buyer, rfoster1@cityoftacoma.org no later than November 21, 2022, by 3:00pm and replies will be provided no later than November 29, 2022, by 3:00pm.

For letters and calls regarding the EIC Program, direct attention to the EIC Program Coordinator at 253-591-5224 for calls, and to EIC/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and to LEAP/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).
This form shall be completed in its entirety, submitted with the bid, and shall be used to determine the Electrical Contractor’s minimum experience. Failure to submit this form will be grounds for bid rejection.

The City shall be the sole judge in determining if the prospective Contractor meets the supplemental bidder responsibility criteria. The City reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactory.

Contractor shall enter the requested information below for each supplemental bidder responsibility criteria.

**Electrical Contractor Work Experience Criteria No. 1:** Electrical Contractor shall have a minimum of two (2) projects in the last ten (10) years installing and commissioning 480VAC, three (3) phase, 200A and above electrical distribution equipment.

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

**Project Experience:**

**Project No. 1 Name:**

| Project Owner: |  |
| Owner Contact / Phone No.: |  |
| Date Work Completed: |  |
| Description of Work: |  |

**Project No. 2 Name:**

| Project Owner: |  |
| Owner Contact / Phone No.: |  |
| Date Work Completed: |  |
| Description of Work: |  |
Electrical Contractor Work Experience Criteria No. 2: Electrical Contractor shall have successfully completed a minimum of two (2) projects in the last ten (10) years in an industrial or healthcare setting such as sawmills, pulp and paper plants, foundry, bottling plant, electric utility company, hospital or outpatient operating facility.

Project Experience:

Project No. 1 Name:___________________________________________________________

Project Owner:______________________________________________________________

Owner Contact / Phone No.:__________________________________________________

Date Work Completed:________________________________________________________

Description of Work:________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Project No. 2 Name:___________________________________________________________

Project Owner:______________________________________________________________

Owner Contact / Phone No.:__________________________________________________

Date Work Completed:________________________________________________________

Description of Work:________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Electrical Contractor Work Experience Criteria No. 3: Electrical Contractor shall have a minimum of two (2) projects in the last five (5) years installing rigid steel conduit.

Project Experience:

Project No. 1 Name: 

Project Owner: 

Owner Contact / Phone No.: 

Date Work Completed: 

Description of Work: 

Project No. 2 Name: 

Project Owner: 

Owner Contact / Phone No.: 

Date Work Completed: 

Description of Work: 
SIGNATURE PAGE

CITY OF TACOMA
Power/Generation Engineering

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

REQUEST FOR BIDS SPECIFICATION NO. PG22-0710F
Wynoochee Dam Power System Upgrade

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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


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

E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
<table>
<thead>
<tr>
<th>ITEM 1</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REMOVAL AND REPLACEMENT OF MCC CQ3 AND ASSOCIATED SCOPE</td>
<td>LOT</td>
<td>LUMP SUM</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>ITEM 2</td>
<td>DESCRIPTION</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>REPLACEMENT OF POWER FEEDER FROM SWITCHBOARD Q1 to CQ3 AND ASSOCIATED SCOPE</td>
<td>LOT</td>
<td>LUMP SUM</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>ITEM 3</td>
<td>DESCRIPTION</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>REMOVAL AND REPLACEMENT OF 480VAC SWITCHBOARD Q1 AND TWO AUTOMATIC TRANSFER SWITCHES AND ASSOCIATED SCOPE</td>
<td>LOT</td>
<td>LUMP SUM</td>
<td>$__________</td>
<td>$__________</td>
<td></td>
</tr>
<tr>
<td>ITEM 4</td>
<td>DESCRIPTION</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>*Force Account</td>
<td>N/A</td>
<td>N/A</td>
<td>$50,000</td>
<td>$50,000</td>
<td></td>
</tr>
</tbody>
</table>

*Bidders shall include the $50,000 figure as part of their overall bid.

**Sales Tax @ 8.9%

TOTAL ITEMS 1 - 4

$__________

TOTAL AMOUNT

$__________
NOTE TO BIDDERS

A pre-bid meeting will be held on November 3, 2022 at 10:30 a.m. at the Wynoochee Dam O&M Building. The address is 5120 Wynoochee Valley Rd, Montesano, Washington. Please confirm your attendance with Mr. Ryan Foster at rfoster1@cityoftacoma.org.

If you are unable to attend this meeting, please call the EIC (Equity In Contracting) Office at 253-591-5224 and/or the LEAP (Local Employment and Apprenticeship Program), at 253-591-5826, for instructions in filling out the EIC/LEAP forms (if applicable) or for questions concerning these requirements.
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (October 21, 2022), 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:  

__________________________  

__________________________  

__________________________  

__________________________  

_______________, 20______

Received return of deposit in the sum of $ ____________________________

__________________________  

__________________________  

Form No. SPEC-090A Revised: 08/2004
CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
      b. A Washington Employment Security Department number, as required in Title 50 RCW;
      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      d. An electrical contractor license, if required by Chapter 19.28 RCW;
      e. An elevator contractor license, if required by Chapter 70.87 RCW and;

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

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

Supplemental Bidder Responsibility Criteria will need to be completed to be considered responsive.

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.
State Responsibility and Reciprocal Bid Preference Information

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

Name: ________________________________
Number: ________________________________
Effective Date: __________________________
Expiration Date: __________________________

Current Washington Unified Business Identifier (UBI) number:
Number: ________________________________

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:
Number: ________________________________

Washington Department of Revenue state excise tax registration number:
Number: ________________________________

☐ Not Applicable

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

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

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

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ________________________________

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

State:

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
GENERAL PROVISIONS
(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent’s Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT’S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

A. Proposal packages must be received by the City’s Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.

B. Supplier is solely responsible for timely delivery of its Submittal.

C. Submittals received after the time stated in the solicitation will not be accepted.

D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City’s Procurement and Payables Division will rely on the submittal clock in SAP Ariba.
1.05 LICENSES/PERMITS

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

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

C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT’S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

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

**B.** ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

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

**A.** Payment methods include:

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

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

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

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

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

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

1.20 **COOPERATIVE PURCHASING**

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

1.21 **PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

**A.** Respondent’s Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary.
as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys’ fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee. Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

D. Subletting

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

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.
The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA’S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.

2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day’s written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City’s own reasons and without cause due to Supplier’s actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach

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

3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.
2.12 LIENS
In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

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

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

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

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

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

Legal holidays of the City of Tacoma are:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
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<tr>
<td>Veteran's Day</td>
<td>November 11</td>
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<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday of November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>4th Friday of November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
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</tbody>
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When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other
employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
F. BYRD ANTI-LOBBYING AMENDMENT

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

2. If applicable, Contractor must sign and submit to the City the following certification:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

_______________ Date
G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.
B. Character of Contractor's Employees
The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

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

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

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

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

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid) and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.
3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

3. Material, including sales taxes pertaining to materials;

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

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

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

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

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;

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

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

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

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

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

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

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:
   a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
   b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
   c. Janitorial contracts follow WAC 296-127-023.

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

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

REQUIRED FILINGS

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

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

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

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

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

3.3 Workers’ Compensation

3.3.1 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.

3.4 Employers’ Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions
Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.
If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars ($2,000,000).
If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.
If provided on a “claims-made” basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

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

3.7 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.
This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

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

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

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

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

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

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

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

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

VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

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

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

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

CITY OF TACOMA:  
Signature:          
Name:             
Title:            

CONTRACTOR:  
Signature:          
Name:             
Title:            

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

Director of Finance: ______________________________________________________________

Deputy/City Attorney (approved as to form): _________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

APPENDIX A  
FEDERAL FUNDING
1. **Termination for Breach**

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

2. **Prevailing Wages**

   1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.

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

      i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.

      ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

      iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. **COPELAND ANTI-KICKBACK ACT**

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over $10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of CONTRACTOR’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures.
authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal
contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT
   A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   
   B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT
   A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
   
   B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
   
   C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION
   A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   
   B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. **BYRD ANTI-LOBBING AMENDMENT**

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

B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. **PROCUREMENT OF RECOVERED MATERIALS**

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

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
APPENDIX A-1

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

______________________ Date
### APPENDIX B—Sub-recipient information and requirements

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

<table>
<thead>
<tr>
<th>(i) Agency Name (must match the name associated with its unique entity identifier)</th>
<th>(ii) Unique Entity Identifier <em>(i.e., DUNS)</em></th>
<th>City of Tacoma Number for This Agreement</th>
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<tbody>
<tr>
<td>(iii) Federal Award Identification Number (FAIN)</td>
<td>(iv) Federal Award Date</td>
<td>(v) Federal Period of Performance Start and End Date</td>
</tr>
<tr>
<td>(vi) Federal Budget Period Start and End Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vii) Amount of Federal Funds <em>Obligated to the agency by this action:</em></td>
<td>(viii) Total Amount of Federal Funds <em>Obligated to the agency</em></td>
<td>(ix) Total Amount of the Federal Award <em>Committed to the agency</em></td>
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<tr>
<td>(x) Federal Award Project Description:</td>
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CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS—City of Tacoma

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<tr>
<th>(xi) Federal Awarding Agency:</th>
<th>Pass-Through Entity:</th>
<th>Awarding Official Name and Contact Information:</th>
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<tbody>
<tr>
<td>DEPARTMENT OF THE TREASURY</td>
<td>City of Tacoma</td>
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<table>
<thead>
<tr>
<th>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>REIMBURSEMENT</td>
</tr>
</tbody>
</table>
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 or 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: __________________
PAYMENT 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

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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:  

By:  

Agent’s Name:  

Agent’s Address:  

Form No. SPEC-100B  

Resolution No.  

Bond No.  

Specification No.  

Contract No.  

04/09/2020
SPECIFICATION PG22-0710F
Special and Technical Provisions
Wynoochee Dam Power System Upgrade

TABLE OF CONTENTS

DIVISION 00 - SPECIAL PROVISIONS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01010 - SUMMARY OF WORK
1.1 PROJECT DESCRIPTION
1.2 PROJECT LOCATION
1.3 SITE SHOWING
1.4 COMMENCEMENT, PROSECUTION AND COMPLETION
1.5 SPECIFICATION FORMAT
1.6 CONTRACT WORK TIMES
1.7 QUALIFICATION OF CONTRACTORS
1.8 SPECIFICATIONS AND DRAWINGS
1.9 EVALUATION OF BIDS
1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
1.11 EQUITY IN CONTRACTING PROGRAM (EIC)
1.12 PREVAILING WAGES
1.13 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS
1.14 WORK BY CITY

SECTION 01025 - MEASUREMENT AND PAYMENT
1.1 ADMINISTRATION
1.2 PROPOSAL ITEMS
1.3 FORCE ACCOUNT WORK
1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK
1.5 NON-PAYMENT FOR HANDLING OF MATERIAL PROVIDED BY THE CITY

SECTION 01040 - PROJECT COORDINATION
1.1 PROJECT ENGINEER/LEAD
1.2 MEETINGS
1.3 COORDINATION WITH OTHERS
1.4 DIVISION OF WORK
1.5 CONTRACT CHANGES
1.6 DIFFERING SITE CONDITION
1.7 CLEAN UP
SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS
1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID
1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE
1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

SECTION 01400 - QUALITY CONTROL
1.1 REFERENCE STANDARDS
1.2 INSPECTION, TESTING AND CERTIFICATION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
1.1 UTILITIES
1.2 JOB SHACK
1.3 SECURITY AND ACCESS
1.4 SAFETY
1.5 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

SECTION 01600 - MATERIAL AND EQUIPMENT
1.1 QUALITY OF WORKMANSHIP AND MATERIAL

TECHNICAL PROVISIONS

APPENDICES:
A. WYNOOCHEE RIVER PROJECT MAP
B. CITY PROVIDED MATERIAL LIST FORM
C. PHYSICAL SECURITY ACCESS AND VISITOR CONTROL PROCESSES OPERATION MANUAL
D. CONTRACT DRAWING LIST
E. EQUIPMENT LAYOUT AND WIRING DIAGRAMS
F. EQUIPMENT ELECTRICAL SCHEMATICS
G. INFORMATION ONLY DRAWINGS
1.1 PROJECT DESCRIPTION

This project includes the removal and installation of motor control center (MCC) CQ3 which feeds the sluice gates and other dam auxiliary equipment and the removal and installation of station service panelboard Q1 (meter panel and distribution panel) and two 400A automatic transfer switches (ATSs) at Wyoochee Dam located 34 miles outside Montesano, Washington. Distribution equipment CQ3, Q1 and ATSs have been received and are in storage at the Wyoochee O&M building.

Refer to Appendix B, City Provided Material List Form for the material the City is providing.

The work included in this contract is as follows:

PANELBOARD Q1

1. Pull new conductors from 200A receptacle on the Dam roadway to the Temporary Panel. A Trailer diesel generator, provided by the City, will connect to the receptacle and provide temporary power to the Dam when GHPUD power is unavailable.

2. Pull new 480Vac circuit between Grays Harbor Public Utility District (GHPUD) transformer secondary and Temporary panel in the Dam Service Gallery. Terminate conductors at Temporary panel. Be present when GHPUD terminates at transformer secondary. This work will be performed under an GHPUD outage condition.

3. Disconnect conductors at Panelboard Q1. Support conductors by temporary means while removing existing equipment and installing new equipment.

4. Terminate circuits fed by Q1 at Temporary panel. During the GHPUD outages prioritize termination of the following circuits first: MCC CQ3 and O&M Building.

5. Remove existing Panelboard Q1, all sections. Move demoed equipment to the second floor equipment hatch near the elevator.

6. Move new Panelboard Q1 and ATSs from 2nd level equipment hatch down walkway to service gallery.

7. Locate and anchor the new Panelboard Q1 and ATSs per the drawing.

8. Purchase and install raceway, pull boxes, wire ways, etc required to protect the new conductors while supplying the Temporary panel and then in the final configuration supplying the Panelboard Q1.

9. Purchase and install flush shell anchors (drop-ins) to support cable and conductors entering Q1 from above.

10. Locate best location to core drill, core drill, install conduit and pull circuit from dam standby generator to ATS-SG.

11. Re-install conduit identification labels on new nipples and conduits that replace existing conduits.

12. Install new cable identification labels on circuits that had been identified with cable numbers prior to construction activity or shown with cable ID on the contract drawings.

13. Purchase and install raceway, pull boxes, wire ways, etc for the existing circuits terminating in Q1 and between ATSs, and Q1 and ATS.

14. Purchase and install raceway, mount dam roadway lighting contactor, pull conductors and terminate at Q1 and lighting contactor.

15. Connect and verify operation of critical loads as soon as GHPUD transformer supplies power to the Temporary panel. Confirm rotation and voltage are appropriate prior to operation of loads.
16. Coordinate with the City and verify operation of critical loads on the City’s Trailer
diesel generator. Confirm rotation and voltage are appropriate.
17. Obtain permit for electrical work from Washington State Labor and Industry,
coordinate inspection and achieve sign off of installation (including CQ3
replacement).
18. Support the testing of loads supplied by the new Panelboard Q1 to confirm
functionality. Refer to specification 16990 Electrical Testing for more details on
requirements.
19. Support the commissioning of the ATSs. Refer to specification 16995 Electrial
Systems Commissioning for more detail on requirements.
20. Coordination with the City. Refer to specification 01040 Project Coordination Section
1.3 Coordination With Others for more detail on the requirements.

21. The contractor shall supply all materials required to complete the work required by
this contract in excess of those materials and equipment supplied by the City as
identified in Appendix B.

MCC CQ3
1. Pull new 480Vac power circuit from Q1 to CQ3.
2. Lift conductors at at MCC and apply temporary label identifying where it had been
landed, disconnect copper bus splices, remove conduits as necessary, and
temporarily support as needed conductors in order to remove existing CQ3, all
sections. Move demoed equipment to the 4th level equipment hatch near the
elevator.
3. Move the new CQ3 to from the 4th level equipment hatch down walkway to sluice
gate gallery.
4. Locate and anchor the new CQ3, with equipment pad provided by City, per the
contract drawings.
5. Purchase and install raceway, pull boxes, wire ways, etc required to protect existing
conductors.
6. Purchase and install flush shell anchors (drop-ins) as needed to support cables and
conductors entering CQ3 from above.
7. Re-install conduit identification labels on new nipples and conduits that replace
existing conduits per contract drawings.
8. Install new cable identification labels on circuits that had been identified with cable
numbers prior to construction activity or shown with cable ID on the contract
drawings.
9. Install new wire labels on every conductor. Each wire label shall have two lines
indicating the TO wire termination and the FROM wire termination per the contract
drawings.
10. Support the commissioning of the loads supplied by CQ3. Refer to specification
16995 Electrical Systems Commissioning for more detail on requirements.
11. Coordination with the City. Refer to specification 01040 Project Coordination Section
1.3 Coordination With Others for more detail on the requirements.
12. The contractor shall supply all materials required to complete the work required by
this contract in excess of those material supplied by the City as listed in Appendix B.
GENERAL

It is the contractor’s responsibility to ensure all electrical work will provide a complete and operational power distribution system as shown on the contract drawings. Where possible, the City has attempted to reference work which should be coordinated with GHPUD and City, but it is the contractor’s responsibility to coordinate and schedule the work of all entities, subcontractors, trades, and suppliers to assure the proper and timely execution and completion of all items of work.

A. CONCEPT OF SCHEDULE

The proposed project schedule is as follows:

Request for Bid Advertisement  
October 21, 2022

Pre-bid Walkdown at Wynoochee Dam  
November 3, 2022

Bids Due to City  
December 6, 2022

Contract issued to Supplier  (anticipated)  
January 30, 2023

Receipt of long lead time materials  
March 31, 2023

Pre-Construction meetings  
March 15, April 12

Construction meetings  
Weekly

Start demo Q1/ATSs  
April 17, 2023

Simulation of Q1/ATSs load transfer  
May 3 and 4, 2023

All circuits terminated at Q1  
May 15, 2023

Commissioning of ATSs with  
Siemens field service engineer  
May 16/17, 2023

Q1, ATSs, 480Vac Trlr- EG REcept in Service  
May 18, 2023

Complete Q1 and ATS punch list items  
June 9, 2023

Complete installation of CQ3 and new feeder  
June 12, 2023

Complete function test and commissioning  
of CQ3 and loads supplied by CQ3  
June 19, 2023

Complete CQ3 punchlist items  
June 21, 2023

Work complete, Turbine returns to service (HARD DATE)  
July 1, 2023

Submit red-lines on Contract Drawings  
July 7, 2023

1.2 PROJECT LOCATION

This project is located at the Wynoochee Dam Montesano, Washington, and as shown on Tacoma Power Location Map included in the Appendix A. The project is located in Grays Harbor County, Washington.
1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and comparing the site with the specifications and contract drawings contained herein, and be satisfied as to the facilities and difficulties attending the execution of the proposed contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, including work schedules, obstacles and contingencies) before the delivery of their proposal.

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

A site showing will be conducted on November 3, 2022 at 10:30 a.m. at the Wynoochee Dam. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor’s failure to consider the potential impacts of not only the site conditions observed but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site, material and equipment and has become familiar with all the physical and local conditions affecting the project and/or the project site.

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

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

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

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

The contractor shall be required to complete all construction and commissioning work by June 19, 2023. One submittal of all drawing red-lines shall be submitted by July 7, 2023. If the contractor fails to complete all work within the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.

1.5 SPECIFICATION FORMAT

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project.

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 5:30 p.m., excluding holidays, described in Section 2.14 of the General Provisions or as mutually agreed time presented by the Contractor and approved by the City.
1.7 CONTRACTOR RESPONSIBILITIES

A. QUALIFIED SUPERINTENDENT

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

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

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

B. QUALIFIED ELECTRICIANS AND EQUIPMENT HANDLERS

For this contract, a qualified Electrician is considered a Journeyman electrician who has successfully completed an official apprenticeship qualification and has industrial experience such as bending and installing rigid conduit and other types of raceway systems, understanding design layout, wiring and motor control drawings, ATS operation, pulling power and control cables through embedded raceway, terminating and splicing conductors, quality workmanship, electrical testing and commissioning of cable systems, power distribution equipment and motor control circuits.

For this contract, a qualified Equipment Handler is considered a worker that has experience in lifting and moving extremely large and heavy equipment through narrow walkways and into constrained areas with precision. The Equipment Handler has specific experience using equipment expressly designed for moving and lifting objects weighing hundreds and thousands of pounds.

For this contract a qualified Electrician can be a qualified Equipment Handler if they meet the requirements of both a qualified Electrician and qualified Equipment Handler.

For this contract, a qualified Electrician or qualified Equipment Handler is a skilled and experienced installer who has specific experience in the methods and materials used for drilled-in expansion anchors and adhesive anchors who is certified, licensed, or otherwise qualified by the anchor system manufacturer as having obtained the necessary training to properly install the manufacturer’s products. Contractor is responsible for contacting the expansion anchor representative to provide training and inspect means and methods of installation of anchors.
1.8 SPECIFICATIONS AND DRAWINGS

Appendix D provides the complete Contract Drawing List.

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

The design drawings show project scope of work in RED and GREEN. Project scope of work shown in RED or GREEN is defined as WORK COMPLETED BY ELECTRICAL CONTRACTOR FOR ITEMS THEY PROCURE/FABRICATE/INSTALL OR WORK COMPLETED BY ELECTRICAL CONTRACTOR FOR ITEMS SUPPLIED BY OTHERS (CITY). RED indicates ADDITION. GREEN indicates REMOVAL. Any questions regarding the color of the scope shown on the drawings should be addressed to the engineer.

ITEMS SUPPLIED TO CONTRACTOR BY OTHERS IS NOTED IN APPENDIX B OF THE SPECIFICATION.

Any BLUE on the drawings reflects an as-built condition that has not been incorporated on an issued drawing.

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications.

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

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

In addition to General Provisions Section 1.09 the following factors will be used in bid evaluation:

A. Supplemental Criteria for a Responsible Bidder
B. Proposal prices, base bid, and cost of any or all alternates if requested.
C. Review of all required submittals to be provided with bid.
D. Past record with the City (including satisfying safety requirements).
E. Contractor’s construction record including reference, judgement, stability, adequacy of equipment proposed to be furnished.
F. Quality of performance of previous contracts or services.
1.10 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

Tacoma Municipal Code section 1.09
There is no LEAP requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Please visit the LEAP website for more information.

Please add the items in yellow to your Table of Contents, and include the paragraph below in the designated part of the spec.

1.11 EQUITY IN CONTRACTING PROGRAM (EIC)

Tacoma Municipal Code section 1.07
There is no EIC requirement on this solicitation. However, the City of Tacoma is committed to equality in contracting for under-utilized minority and women-owned businesses and we encourage you to locate these firms here Office of Minority & Women Owned Businesses. Please visit the EIC website for more information.

1.12 PREVAILING WAGES

In addition to the requirements of Section 3.08(B) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

A Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid MUST be filed with the Washington Department of Labor & Industries upon job completion.

Payments cannot be released by the City until certification of these filings are received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:
http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp

1.13 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

A. PERFORMANCE (SURETY) AND PAYMENT BONDS

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ten (10) calendar days after award of the contract in accordance with the General Provisions 2.01 (B).

B. RETAINAGE BOND

A five-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold five-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used.

Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.
The final retained portion of this contract shall not be released for any reason until complete redline “AS-BUILT” plans are received and approved by the engineer. Redline “AS-BUILT” plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

1.14 WORK BY CITY

Refer to Section 01040 PROJECT COORDINATION for listing of Work by City.

END OF SECTION
1.1 ADMINISTRATION

A. AUTHORITY

The engineer, or those acting under the request of the engineer, in coordination with the contractor shall make all measurements and determine if construction, commissioning and punch list items are complete for each scope item for payments to be made under the contract.

The City will not pay for material not under City control.

Invoices shall be mailed to:

Tacoma Power
Generation Business Systems
3628 South 35th Street
Tacoma, Washington 98409

NOTE: Contact information will be provided after award. All questions regarding contract status or payments should be directed to the project engineer.

B. CONTRACT PRICE

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

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

C. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable
2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand at City location or in Contractors fabrication facility after completion of the work
6. Loading, hauling and disposing of rejected products

D. WORK INCIDENTAL TO BID ITEMS

The following list indicates work which shall be considered incidental to the appropriate bid item as listed in the proposal:

1. Clean up of work area
2. Raceway bending, cutting and threading equipment
3. Rigging and equipment handling equipment to move electrical distribution equipment from equipment access hatch to equipment final location.
4. Safety equipment such as lighting in addition to personal protection equipment necessary to keep contractors personnel safe inside the dam during all phases of the job.

5. Ladders and tools

6. Cell phones and WiFi equipment inside the dam

1.2 PROPOSAL ITEMS

1. MCC CQ3 DEMOLITION, EQUIPMENT HANDLING, INSTALLATION, ELECTRICAL TESTING AND COMMISSIONING

A. MEASUREMENT

Material procurement, fabrication, equipment handling, demolition, installation, testing and commissioning of MCC CQ3 including proper operation of loads supplied by CQ3 shall be measured on a lump sum (LS) basis.

B. PAYMENT

The lump sum (LS) contract price for material procurement, fabrication, equipment handling, demolition, installation, testing and commissioning of MCC CQ3 and proper operation of loads supplied by CQ3 shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration.

2. SWITCHBOARD Q1, ATS-TG, ATS-SG: DEMOLITION, EQUIPMENT HANDLING, INSTALLATION, ELECTRICAL TESTING AND COMMISSIONING

A. MEASUREMENT

Material procurement, fabrication, equipment handling, demolition, installation, testing and commissioning of Switchboard Q1, ATS-TG, ATS-SG and proper operation of loads supplied by Q1 under normal power and under generator power shall be measured on a lump sum (LS) basis.

B. PAYMENT

The lump sum (LS) contract price for material procurement, fabrication, equipment handling, demolition, installation, testing and commissioning of Switchboard Q1, ATS-TG, ATS-SG and proper operation of loads supplied by Q1 under normal power and under generator power shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration.

3. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

Measurement will be made for Force Account in accordance with negotiated lump sum change orders added to the contract.

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available.
1.3 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 change order’s negotiated lump sum amount from the force account.

For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

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

1.5 NON-PAYMENT FOR HANDLING OF MATERIAL PROVIDED BY THE CITY

Payment will not be made for handling of and material provided by the City. This includes but is not limited to the cable, electrical distribution equipment, wiring devices, power supplies, terminal blocks, fuses, or lighting contactor.

END OF SECTION
1.1 PROJECT ENGINEER/LEAD

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

Construction management for this project with whom the contractor shall coordinate all their activities will be provided once the notice of award has been issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

1.2 MEETINGS

A. PRE-BID MEETING

All bidders are invited to attend a pre-bid meeting on November 3, 2022 at 10:30 a.m. at the Wynoochee Dam O&M Building. The address is 5120 Wynoochee Valley Rd, Montesano, Washington. Contact Ryan Foster, rfoster1@cityoftacoma.org, by October 28, 2022, 3:00 p.m. to confirm your attendance.

B. PRE-CONSTRUCTION MEETING

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

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

C. SITE MEETINGS

The engineer will schedule weekly meetings during the time the contractor is on site or on an as needed basis. Attendance is required of the site superintendent at all such meetings. Some meetings may be held via a telephone conference call. The engineer will notify the contractor of all required meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items. Other invitees to these meetings might be the Wynoochee Project Assistant Manager and/or Lead. The Superintendent may include additional individuals as needed.

Minutes of the meetings will be sent to the contractor and all meeting attendees. Recipients of the site 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.

D. SAFETY AND DAILY TAILGATE MEETING

Contractor shall hold a daily tailgate meeting with contractor crew to review tasks that are scheduled for the day. The tailgate meeting shall also review the safety hazards that may present themselves during task execution. The tailgate meeting shall also serve as the forum to discuss the day’s plan with the City staff working in the same area.
1.3 COORDINATION WITH OTHERS

A. OPERATION OFEXISTING FACILITIES

The project work will be conducted during the fish passage season and the hydrogenerator will not be operating. Weather forecasts and conditions can impact project planning and schedules. It shall be the responsibility of the contractor to coordinate its work with the City within the project area.

All construction activities shall be coordinated daily with the Wynoochee Hydro Manager or designated hydro staff. Changes to the schedule that will have an impact on dates shown as milestones on the schedule shall be coordinated with the engineer on a daily basis.

B. SCHEDULE AND COORDINATION OF WORK

The contractor shall coordinate scheduling, submittals, and all work specified herein to assure efficient and orderly sequence of the installation. Contractor shall coordinate and schedule inspections as needed to assure timely return to normal power and operation of connected loads. Contractor shall coordinate with GHPUD for isolating normal power and the return to normal power, and the current transformer and meter installation in Switchboard Q1.

1.4 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

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

B. CITY-FURNISHED MATERIAL INSTALLED BY CONTRACTOR

All material received by the contractor shall become the contractor’s responsibility and the contractor shall be liable for any materials lost or damaged after receipt.

Appendix B lists the material and equipment provided by the City.

C. WORK TO BE DONE BY OTHERS

The City will provide all materials and perform the following work for:

Switchboard Q1 and ATS (2) Installation
1) Temporary panel with kirk key interlock and all breakers to serve existing loads at Q1
2) Material
   a. Temporary power panel (currently installed)
   b. Cable and cord for existing loads, other than temporary lighting and construction power cords
   c. Switchboard Q1 (all sections) minus CTs and meter
   d. Russelectric 400A ATSs (2) with bypass switch and top hat
   e. Conduit between GHPUD service entrance transformers and distribution room
      vent
   f. Conduit between 2nd level electrical distribution gallery and 200A receptacle on dam roadway
   g. 200A receptacle installation on dam roadway
   h. DC power supply, terminal hardware from Gen control panel to ATS processors
   i. Lighting contactor
j. Sump pump temporary power cord and temporary control circuit hardware
3) Material spreadsheet with list of materials and material ID provided by the City
4) Crane and operator to locate the Q1 switchboard sections on the 2nd level walkway on rollers prior to work starting
5) Crane and operator to remove demoed Q1 switchboard and ATSSs from dam
6) Person lift and shoring of equipment to pull cable on the dam face
7) Function test outline - simulation of ATSSs prior to commissioning
8) Russelectric Field Service Engineer for the commissioning of the ATSSs
9) Stamped design package prior to contract signing
10) Cutover of the O&M building service to EG on the day of dam power cutovers
11) Relocation of communication equipment, installing terminating communication circuits

MCC CQ3 Installation
1) MCC CQ3 to replace existing CQ3
2) Sump pump temporary power cord and temporary control circuit hardware
3) Crane and operator to locate the MCC CQ3 on the dam’s 4th level
4) Crane and operator to remove demoed MCC CQ3 from dam
5) Function test/commissioning outline for the verifying functionality of connected load
6) Stamped design package prior to contact signing
7) CQ3 equipment pad

1.5 CONTRACT CHANGES

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

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

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

In the event the City does not receive a Change Order Proposal from the contractor within seven (7) calendar days of the contractor’s receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a Change Order Proposal issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the Change Order Proposal shall include all direct costs, indirect costs, and the contractor’s estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the Change Order Proposal.
The Proposal Request (PR) shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a Change Order Proposal within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

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

1.6 DIFFERING SITE CONDITION

Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

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

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

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

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

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

1.7 CLEAN UP

In addition to General Provisions Section 3.11 - Cleaning Up, the following clean up criteria shall apply.

A. FREQUENCY

The contractor and the City representative will walk the site at least weekly and as required to determine the additional clean up and restoration required.

Clean-up of any area impacted by the construction shall be done daily or as directed/instructed by the engineer or designated representative.
CHANGE ORDER PROPOSAL (COP)
(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.: __________________________ (Contractor Assigns)
REF. Doc.: __________________________ (Initiating a RFI, ECD or PRI)

Date: __________________________
Project Title: __________________________
Specification No.: __________________________ Contract No.: __________________________

Contractor:

Owner:
Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA  98409

Title: __________________________

☐ Architectural  ☐ Civil  ☐ Structural  ☐ Mechanical  ☐ Electrical  ☐ Other

Scope of Change:

Initiated By: __________________________ Representing: __________________________
(Name)  (Company)

Cost/Credit: __________________________ Time Extension Request: __________________________

Attachment Type: __________________________
(Supporting Documentation)

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

City’s Response:

Action: ☐ Approved  ☐ Unapproved  ☐ Revise and Resubmit (Select only one)
Prior to any extra work the contractor shall submit a written Change Order Proposal (COP). See Section 01040, Contract Changes, of the specification for this Contract.

Response By: __________________________ Attachment Type: __________________________
(Name)  (Supporting Documentation)

Representing: __________________________ Response Date: __________________________
(Company)  (Date)

Cc: __________________________

COP Master 3-2016  Rev. 3/1/2016
**ENGINEERING CHANGE DIRECTIVE (ECD)**

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

<table>
<thead>
<tr>
<th>ECD No.:</th>
<th>(City Assigns)</th>
</tr>
</thead>
</table>

Date: ______________

Project Title: ________________________________________________________________

Specification No.: ___________________ Contract No.: __________________________

**Contractor:**

**Owner:**
Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA  98409

Title: ____________________________

☐ Architectural  ☐ Civil  ☐ Structural  ☐ Mechanical  ☐ Electrical  ☐ Other

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

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

<table>
<thead>
<tr>
<th>Attachment Type:</th>
<th>Initiated By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Supporting Documentation)</td>
<td>(Name)</td>
</tr>
</tbody>
</table>

Representing: ____________________________

(Company)

**Contractor’s Response:**

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

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

<table>
<thead>
<tr>
<th>Attachment Type:</th>
<th>Response By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Supporting Documentation)</td>
<td>(Name)</td>
</tr>
</tbody>
</table>

Response Date: __________________________________

Representing: ____________________________

(Date) (Company)

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

RFI No.: __________________________ (Contractor Assigns)

Date: __________________________

Project Title: ____________________________________________________________

Specification No.: __________________________  Contract No.: __________________________

Contractor: ____________________________________________________________

Owner: Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA  98409

Subject: ____________________________________________________________

☐ Architectural  ☐ Civil  ☐ Structural  ☐ Mechanical  ☐ Electrical  ☐ Other

Requested Information:

Attachment Type: ____________________________________________________________

Initiated By: ________________________________________________________________

(Supporting Documentation) (Name)

Response Required: __________________________________________________________

Representing: ______________________________________________________________

(Date) (Company)

Response:

Attachment Type: ____________________________________________________________

(Supporting Documentation)

Response By: ________________________________________________________________

(Name)

Representing: ________________________________________________________________

(Company)

Response Date: ________________________________________________________________

(Date)

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

City Approval:

The owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.

Project Engineer: ____________________________________________________________

Response Date: ________________________________________________________________

(Name) (Date)

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

PR No.: (City Assigns)

Date: ________________
Project Title: ____________________________
Specification No.: ________________ Contract No.: ____________

Contractor: ____________________________
Owner: ____________________________
Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA  98409

Subject: ____________________________
☐ Architectural  ☐ Civil  ☐ Structural  ☐ Mechanical  ☐ Electrical  ☐ Other

Scope of Request:

Attachment Type: ____________________________
(Supporting Documentation)

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

Initiated By: ____________________________  Representing: ____________________________
(Name)  (Company)

Cc: ____________________________
CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.: (Contractor Assigns)

Date: _____________
Project Title: ____________________________
Specification No.: _________________________ Contract No.: ____________

Contractor: _____________________________

Owner: Tacoma Power/Generation
3628 South 35th Street
Tacoma, WA 98409

Subject: ____________________________________________
☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Sending the Following Item(s):
☐ Submittals ☐ Product/Data ☐ Samples ☐ Plans ☐ Shop Drawings ☐ Copies
☐ Specifications ☐ Contract ☐ Other: ________________________________

Copies | Section | Description of Product/Data | Manufacturer
--- | --- | --- | ---

Transmitted as:
☐ For Approval ☐ For Your Use ☐ Per Your Request ☐ For Review and Comment
☐ Other: ________________________________

Remarks: ____________________________________________

For Use by Architect/Engineer:
☐ No Exception Taken ☐ Make Corrections Noted ☐ Revise and Resubmit ☐ Rejected (See Response)

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

Response Date: ___________________________ Response By: ___________________________

(Date) (Name)
SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED / REQUESTED WITH BID

Bidders are to refer to the Supplemental Bidder Responsibility Criteria forms referred to in the Specification Contents. This information will be used for evaluation purposes.

Contractor should include with their bid a plan describing the equipment to be used to move the electrical distribution equipment into place.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

A. An updated Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions

B. Construction Schedule as required in Section 01040 – Project Coordination.

C. List of Subcontractors, including each subcontractor’s address, telephone number, and contact person to be used on this project.

D. Name of Job Superintendent with resume.

E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.

F. List of Principal Suppliers and Fabricators.

1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

A. SUBMITTALS PROCEDURE

1. Submittal Requirements: Submittals are not required for purchased material by the contractor and subcontractors.

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

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION
Washington State Labor and Industry (LnI) inspectors will perform an inspection of each scope of work. The City will review construction workmanship throughout the construction to address workmanship quality issues. In addition the City will review installation against contract plans at key points during construction. A final City inspection will occur prior to starting testing and commissioning activities.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the engineer.

2. The contractor shall be required to contact the City forty eight (48) hours in advance of all of the construction activities listed on the checklist in order for the City or City representative to either be present during the activity or be present to inspect the end product after completion of the activity.

3. The checklist shall be posted near the work area entrance any work location and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions.

4. Pre-final Inspection: Contractor shall notify the engineer in writing when all work or portions of work are complete and ready for inspection. The engineer will make a "punchlist" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.

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

END OF SECTION
SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

The City will furnish without charge to the contractor 240Vac, 50A, 2 pole temporary power for construction equipment when normal power (GHPUD) is available. This will include a 120 volt, 20 amp single phase power circuit. 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.

Contractor is responsible for providing small generator and/or battery packs and extension cords to power the construction lighting when normal power (GHPUD) is unavailable.

Use of gasoline-burning heaters and open-flame heaters are not permitted.

B. TELEPHONE SERVICE

The City will not provide cell telephone service for the contractor. Mobile telephone service is available at the site depending on cell carrier. WiFi connection is not available at the dam. The land line (copper) phone system in the dam may be used by the contractor for contract work, but may not be available at all times due to construction work.

C. WATER

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

D. SANITARY FACILITIES

The contractor can use the rest rooms available at the O&M Building. Coordinate use of these rest rooms with the City to ensure they are kept clean. Should the contractor fail to maintain the rest rooms, the contractor will be required to furnish sani-cans at their own expense.

E. TEMPORARY FIRE PROTECTION

Contractor shall provide temporary fire protection including but not limited to;

1. Provide adequate numbers and types of fire extinguishers
2. Store combustible materials in fire-safe containers in fire-safe locations
3. Prohibit smoking in work areas
4. Supervise welding operations and similar sources of fire ignition.

F. LIGHTING

Contractor shall provide adequate temporary construction lighting for work areas during the times that GHPUD normal power is not available.

The dam roadway lighting will not be available when GHPUD normal power is unavailable.

1.2 JOB SHACK

A. STORAGE AREA

The contractor will need to provide their own secured storage box for tools, material, etc. Locked storage box can not be left on the dam overnight, but off the roadway.
1.3 SECURITY AND ACCESS

A. ACCESS

The Wynoochee Dam can be accessed Monday – Friday 7:00am – 5:30pm, or mutual agreed time presented by the Contractor and approved by the City.

Contractor will be provided a key to access the dam after the contractor submits the request and the request is approved by the City.

B. SECURITY PROGRAM

Contractor shall comply with Tacoma Power’s security policies and procedures and take adequate precaution to protect Tacoma Power’s property and employees. Contractor shall follow the security program outlined in procedure “Physical Security Access and Visitor Control Process” effective 2-16-2022. Refer to Appendix C.

1.4 SAFETY

In addition to Paragraph 3.05 “Safety” of the General Provisions, the contractor shall create the following for major activities:

A. WORK HAZARD ANALYSIS

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

The Work Hazard Analysis report shall be completed and submitted with the bid. A copy of this report will be forwarded to the Generation Safety Manager for review. A copy of this report shall be maintained at the work site (accessible to the Superintendent and all other contractors and City workers).

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

A copy of the Work Hazard Analysis shall be maintained at the work site (accessible to the Superintendent).

B. DAILY SAFETY AND TAILGATE MEETING

Contractor shall hold a daily and safety tailgate meeting with contractor crew to review tasks that are scheduled for the day. The tailgate meeting shall also review the safety hazards that may present themselves during task execution. The tailgate meeting shall also serve as a forum to discuss the day’s plan with the Wynoochee Project staff.

1.5 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas from the effects of construction.
Installing temporary walls or barriers to completely divide or separate the work area from ongoing Tacoma Power operations. Visqueen or plastic shall be a minimum of 8 mil thick and shall form a continuous barrier sufficient to stop all construction dust and residue. Temporary walls of plywood may require sound deadening in some areas.

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

END OF SECTION
SECTION 01600 - MATERIAL AND EQUIPMENT

1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

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

See General Provisions, Paragraph 3.07 - Contractor - Supervision and Character of Employees for additional requirements.

B. MATERIALS

Materials shall be delivered to the project site in the manufacturer’s original containers. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials and equipment shall be installed in accordance with each manufacturer’s written directions, unless otherwise specified.

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

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

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

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.

3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged, protected and labeled.

4. Store heavy items in a manner that will not endanger supporting construction.

5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

END OF SECTION
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This section covers the basic electrical materials and methods required for installation of power distribution equipment.

B. The Contractor shall install all the required wire, cable, raceway, and auxiliary equipment required for interconnecting the new equipment, and interfacing with existing equipment as required for this project.

C. This section covers the supply and installation of the following categories of basic materials.
   1. Conduits and fittings
   2. Cable Tray
   3. Wires and cables
   4. Wire connections and devices
   5. Pull and junction boxes, Wireways
   6. Wiring Devices

1.2 REFERENCES, SPECIFICATIONS, CODES AND STANDARDS

A. Rating tests and characteristics shall be in accordance with the following:
   1. American National Standards Institute (ANSI)
      ANSI C80.1 Specifications for Rigid Steel Conduit, Zinc Coated
      ASTM A607 Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Columbium or Vanadium, or Both, Hot-Rolled and Cold-Rolled
      ASTM A653-SS Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM B1</td>
<td>Standard Specification for Hard-Drawn Copper Wire ASTM B8</td>
</tr>
<tr>
<td></td>
<td>Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft</td>
</tr>
<tr>
<td>ASTM B33</td>
<td>Standard Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes</td>
</tr>
</tbody>
</table>

3. Institute of Electrical and Electronics Engineers (IEEE)

<table>
<thead>
<tr>
<th>Standard Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEEE 1</td>
<td>General Principles for Temperature Limits in the Rating of Electric Equipment and the Evaluation of Electrical Insulation</td>
</tr>
</tbody>
</table>

4. International Organization for Standardization (ISO)

<table>
<thead>
<tr>
<th>Standard Number</th>
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<tr>
<td>ISO 9000 series</td>
<td>Quality Management and Quality Assurance Standards</td>
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5. National Electrical Manufacturers Association (NEMA)

<table>
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<th>Standard Number</th>
<th>Description</th>
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<tbody>
<tr>
<td>NEMA FB 1</td>
<td>Fittings and Supports for Conduit and Cable Assemblies</td>
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<tr>
<td>NEMA ICS-1</td>
<td>General Standards for Industrial Control and Systems</td>
</tr>
<tr>
<td>NEMA ICS-2</td>
<td>Standards for Industrial Control Devices, Controllers and Assemblies</td>
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<tr>
<td>NEMA ICS-6</td>
<td>Enclosures for Industrial Controls and Systems</td>
</tr>
<tr>
<td>NEMA 250</td>
<td>Enclosures for Electrical Equipment (1,000 Volts Maximum)</td>
</tr>
<tr>
<td>NEMA MG 1</td>
<td>Motors and Generators</td>
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<tr>
<td>NEMA C80.1</td>
<td>Rigid Steel Conduit - Zinc Coated</td>
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<tr>
<td>NEMA FB 1</td>
<td>Fittings, Cast Metal Boxes, &amp; Conduit Bodies for Conduit and Cable Assemblies</td>
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<tr>
<td>NEMA WC 53</td>
<td>Standard Test Methods for Extruded Dielectric Power, Control, Instrumentation, and Portable Cables for Test</td>
</tr>
<tr>
<td>NEMA WC 57</td>
<td>Standard for Control, Thermocouple Extension, and Instrumentation Cables</td>
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<tr>
<td>NEMA WC 70</td>
<td>Power Cables Rated 2,000 V or Less for the Distribution of Electrical Energy</td>
</tr>
<tr>
<td>NEMA WC 71</td>
<td>Non-shielded Cables Rated 2001-5000 Volts for use in the Distribution of Electric Energy</td>
</tr>
<tr>
<td>NEMA WC 74</td>
<td>5-46 kV Shielded Power Cable for use in the Transmission and Distribution of Electric Energy</td>
</tr>
<tr>
<td>NEMA WD1</td>
<td>General Purpose Wiring Devices.</td>
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</tbody>
</table>
NEMA. TC-6 PVC And ABS Plastic Utilities Duct for Underground Installation

6. National Fire Protection Association (NFPA)

1.3 SUBMITTALS

A. Submittals for this section shall be submitted in accordance with Section 01300.
PART 2 - PRODUCTS

2.1 GENERAL

A. Provide the products specified herein where required. Products shall be furnished complete with all fasteners, accessories and appurtenances necessary for a complete installation.

2.2 RIGID CONDUIT AND FITTINGS

B. Rigid steel conduit shall conform to ANSI C80.1, shall be UL labeled and shall be hot-dip galvanized inside and outside, threads included. Conduit shall be shipped with thread protectors and shall be as manufactured by Allied Tube and Conduit Corporation or equal.

C. Locknuts shall be plated steel or malleable iron as manufactured by O/Z/Gedney or equal.

D. Bushings
   1. Bushings shall be plated steel, malleable iron or aluminum with a molded phenolic or nylon insulating collar. Bushings shall be O.Z./Gedney, Type B or equal.
   2. Grounding bushings shall be plated steel malleable iron with a molded phenolic or nylon insulating collar and shall include a conduit set-screw and lay-in type lug for ground cable, O.Z./Gedney, Type BLG or equal.
   3. Phenolic bushings for protection of cables passing through metal partitions or barriers shall be O.Z./Gedney, Type ABB or equal.

E. Chase Nipples: Connection between contiguous enclosures shall be made by Chase nipple with locknut and insulating bushing. Chase nipple shall be galvanized steel or malleable iron with nylon insulator as manufactured by Thomas and Betts or equal.

F. Conduit unions shall be zinc plated steel or malleable iron, Erickson Type, as manufactured by Thomas and Betts or equal.

G. Conduit bodies shall be oblong galvanized malleable iron, or aluminum Crouse-Hind Form 8 or equal. When fittings are used with conductor 2 AWG or larger or with multi-conductor cables, the fittings shall be Mogul Type.

H. Covers for conduit bodies shall be of the same manufacture as the conduit bodies on which installed.

I. Conduit clamps shall be two-hole type with spacers (clamp backs) and nest backs. Clamps shall be hot-dip galvanized, malleable iron as manufactured by O.Z./Gedney or equal.
J. Hubs for attaching conduit to sheet metal boxes in areas where weathertight connections are required shall be bullet type as manufactured by Myers Hubs or the City approved equal.

K. Conduit Seals

1. Sealing fittings shall be O.Z./Gedney CSM Type, or equal, for sealing around pipe or conduit and CSB Type, or equal, for sealing around cables in conduit. CSB fittings shall be factory prepared for each cable application.

2. Fire stop sealing shall be Nelson Type FSP fire stop putty, or “approved” equal.

L. Miscellaneous Hardware

1. Fasteners and miscellaneous fittings shall be steel or malleable iron, or hot-dip galvanized. Cadmium plated hardware will be acceptable only where the coatings specified are unavailable.

2. Anticorrosion pastes shall be Kopr-Shield and Aluma-Shield, trademarks of Jet-lube, Inc., as distributed by Thomas and Betts or equal.

3. Cable lubricating compounds shall be CRC Teflon or equal.

2.3 LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT

A. Liquid-tight flexible metallic conduit shall be spirally wound, galvanized steel with interlocking convolutions. Conduits in the 1/2 inch through 1-1/4-inch trade size trade sizes shall be constructed with integral spiral copper bonding strip. Jacket shall be gray vinyl, extended around and into the helical grooves of the core. Products shall be Electri-Flex Type LA as manufactured by Electri-Flex Company or equal.

B. Fittings for liquid-tight flexible conduit shall be galvanized steel or malleable iron insulated type. Fittings 1-1/2-inch trade size and larger shall be provided with external grounding lugs. Products shall be Type STB as manufactured by Appleton Electric Co., or equal.

2.4 RACEWAY SUPPORTS

A. Conduit supports shall be a system of channels, brackets, fittings, and fasteners based on a continuous slotted steel channel (strut) system. All channels, channel brackets and fittings shall be galvanized steel. Fasteners and threaded products shall be electro- galvanized. Strut system shall be P-1000 series as manufactured by Unistrut Corp. or equal.

B. Conduit clamps shall be electro-galvanized Unistrut Series or equal.
C. Ceiling hangers for single conduit shall be by ring hanger, Grinnel Fig. 260. Hanger rod diameter shall be 3/8 inch for conduits to 2-inch trade size, 1/2 inch for up to 3-inch trade size and 5/8 inch for 4-inch trade size. Ceiling flanges shall be Unistrut type M30, 31 or equal. Hanger hardware shall be electro-galvanized.

D. Ceiling hangers for multiple conduits shall be trapeze type. Trapeze, clamps and Ceiling flanges shall be as specified above. Hanger rods shall be 1/2-inch diameter minimum.

### 2.5 CABLE TRAY

A. The cable tray shall be fabricated from pre-galvanized steel. All sections shall be made from steel meeting the minimum mechanical properties and mill galvanized in accordance with ASTM A653SS, Grade 33, coating designation G90. Cable tray shall be B-Line Series 2 or “approved” equal.

B. The tray shall be ladder type construction. The trays shall consist of two side rails with transverse rungs welded to the side rails. Rungs shall be spaced 9 inches on center unless otherwise specified on the Drawings. The rungs shall have a minimum cable bearing surface of 7/8” with radiused edges. Cable tray width shall be as required to meet NEC requirements for cable fill. The tray shall have a minimum usable load depth of 3-inches.

C. All fittings shall have a 3-inch tangent and a minimum radius of 12-inches. Splice plates shall be manufactured of high strength steel, meeting the minimum mechanical properties of ASTM A607, Grade 50. All hardware shall be zinc plated in accordance with ASTM B633 SCI.

D. Cable tray supports shall be placed so that the support spans do not exceed the maximum span recommended by the manufacturer. Supports shall be constructed from formed channel members 1-5/8” x 1-5/8” with necessary hardware such as that manufactured by Unistrut or B-Line Systems. Trapeze hangers and center hung supports shall be supported by 1/2” minimum diameter rods.

E. Special accessories shall be furnished as required to protect, support and install the cable tray system. Accessories shall consist of, but are not limited to, section splice plates, expansion plates, blind-end plates, ladder drop-outs, barriers, etc.

F. The cable trays shall meet NEMA Class 12C designation. The cable tray shall be capable of carrying a uniformly distributed load of 103 lbs./ft. on a 12 ft. support span with a safety factor of 1.5 when supported as a simple span and tested per NEMA VE1-4.01.
2.6 WIRES AND CABLES

A. General

1. Cable and wire shall be rated as specified herein and shall be suitable for the environment in which they are applied. Where cable or wire pass over door hinges, NEMA Class K stranded copper conductors shall be used for flexibility.

B. 600V Power and Control Cable

1. The 600V power and control cable shall be suitable for installation indoors or outdoors in conduit and metal trays, and in wet or dry locations. The cable shall meet the UL Standard 1581 for cable tray use and UL Standard 1277 for direct burial and sunlight resistance.

2. The conductor shall be coated soft-drawn or annealed copper, conforming to ASTM B33 and B189. Unless otherwise specified, all conductors shall be stranded with stranding conforming to ASTM B8, Class B.

3. Cable and wire for general control and power circuits shall be single- or multi-conductor, stranded, tinned copper, NEMA Class B, AWG No. 14 except as follows:
   a. Larger size wire shall be used where needed for the current carrying capacity.
   b. Instrument transformer secondary leads shall not be smaller than AWG No. 10.
   c. Wire used for 480V power circuits shall not be smaller than AWG No. 12.

4. All insulated conductors used inside cabinets, switchboards, and cubicles shall be SIS type and conform to all applicable NEC and UL standards. The cables shall be rated for 600V with a max continuous operating temperature of 194 degrees F (90 degrees C) (dry/wet).

5. All other insulated wire and cable shall be RHH, RHW, XHHW-2, USE, TC conforming to all applicable NEC, UL standards. The cables shall be rated for 600V with a max continuous operating temperature of 194 degrees F (90 degrees C) (dry/wet).

6. Multi-conductor 600V power and control cables shall have flame-retardant cross-linked polyethylene insulated conductors with a low smoke, zero halogen, moisture, sunlight, oil and heat resistant, flame retardant cross-linked polyolefin outer jacket. The cable shall meet the UL Standard 1581 for cable tray use and UL Standard 1277 for direct burial and sunlight resistance. All multiconductor power cables shall be equipped with copper ground conductor(s).
7. Control cable conductors shall be color coded per ICEA S-61-402, Method 1, Table K-1.

8. Power conductors shall be color coded by integral pigmentation (AWG No. 8 and smaller) or with plastic tape as indicated below:

<table>
<thead>
<tr>
<th>System</th>
<th>Conductors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>208Y/120 VAC</td>
<td>Black</td>
</tr>
<tr>
<td>480 VAC</td>
<td>Brown</td>
</tr>
</tbody>
</table>

C. Cable and control wire for low-signal-level circuits

1. Low signal circuit cable shall be individually shielded, twisted pairs or triads (RTD’s) with an overall shield. The conductor shall be stranded, tinned copper, NEMA Class B, AWG No. 20 or larger. The cable shall use PLTC insulation conforming to all applicable NEC and UL standards. The cable shall be rated for minimum of 300V operation with max continuous operating temperature not less than 221 degrees F (105 degrees C).

2. The cable jacket material shall have flame-retardant cross-linked polyethylene insulated conductors with a low smoke, zero halogen, moisture, sunlight, oil and heat resistant, flame retardant cross-linked polyolefin outer jacket. The RTD cable jacket shall use PTFE insulation.

3. For shielded conductors, the insulated conductors shall have an overall aluminum foil shield bonded to a mylar or polyester film with a stranded, tinned copper, continuous drain wire outside of the shield.

4. The conductor insulation shall be color coded per NEMA WC-57 Method 4 for control cable (colored insulation valid for NEC).

D. Bare grounding and bonding conductors shall be ASTM B 1, solid bare copper wire for sizes AWG No. 8 and smaller; and ASTM B 8, Class B, stranded bare copper wire for sizes AWG No. 6 and larger.

2.7 WIRE CONNECTIONS AND DEVICES

A. Terminals and Wire Terminating Devices

1. Electrical wiring within the Equipment assemblies shall be neatly arranged, properly supported, and terminated so that all external connections for control, instrumentation, and auxiliary power can be made to one side of terminal blocks inside the assembly. At least twenty percent (20%) spare, unused terminals shall be provided in each group of terminal blocks. Not more than two (2) wires shall be connected to any one terminal block screw.

2. One-hole or NEMA 2-hole compression type copper lugs for wire sizes larger than AWG No. 8.
3. Control Circuits, Splices and Taps: "Pigtail" or connections between wires AWG No. 8 and smaller shall be made by a compression connection having a thermoplastic insulating cover. Connector shall be 30-400 Series as manufactured by Ideal Industries or equal.

4. Power Circuits, Splices and Taps: Connections between all power wires shall be made by a compression connection having a thermoplastic insulating cover. Connector shall be 30-400 Series as manufactured by Ideal Industries or equal.

5. Splices in wires outside terminal box, junction box or wire way shall not be permitted for new installations or modified existing installation.

6. All cables damaged during installation shall be removed and replaced with new cable.

7. Terminal blocks for control and power circuits shall be completely separated using separate terminal boxes.

8. Marking strips shall be provided and designated in accordance with the wiring diagrams or as otherwise directed.

9. Current transformer secondary leads shall be terminated in short-circuiting terminal blocks complete with polarity marks and nameplates.

B. Cable and Wire Markers

1. Cables and wires shall be labeled at both ends with destination codes.

2. Cable markers shall be plastic identification ties, hot stamped with black letters a minimum of 5/32 inch high. Markers shall be Type FT-201 as manufactured by Floy Tag & Manufacturing, Inc. or “approved” equal.

3. Where space is limited in small junction boxes, cable markers shall be embossed fiber floaters, Type FT 205 as manufactured by Floy Tag & Manufacturing, Inc. or “approved” equal.

4. Wire markers shall be hot-stamped heat shrink polyolefin sleeving. Sleeving shall be white for uniform appearance. Sleeving length shall be held to a uniform length at each terminal board. Sleeving shall be Type FT 200S as manufactured by Floy Tag & Manufacturing Inc., or “approved” equal. Wire markers shall have printed the TO destination and the FROM destination on the sleeve. Contractor shall review wire markers with City prior to printing.

C. Wire and cable supports in boxes shall consist of baskets, grips, clamps, wedge assemblies and other devices designed for cable support. Supports in manholes shall consist of galvanized steel bracket assemblies with vertical and horizontal members anchored to masonry walls with attached cable insulators. Assemblies shall be as manufactured by Line Material, Unistrut, Joslyn or equal.
2.8 BOXES AND CABINETS

A. Device boxes shall be cast malleable iron with cast-in conduit hubs. Surface mounted boxes shall be furnished with mounting lugs. Boxes shall be Appleton Type FS, or equal.

B. Junction, Terminal and Pull boxes shall be fabricated without knockouts and shall be painted steel with ANSI 61 gray exterior finish and white interior finish. Fasteners shall be corrosion resistant. Products shall be as manufactured by Hoffman or equal.

1. Indoor boxes shall be NEMA 12/13.
2. Outdoor boxes shall be NEMA 4 with gasketed and flanged cover.
3. Boxes located in corrosive areas shall be NEMA 4X, stainless steel.
4. Junction and pull boxes shall be provided with removable front covers securely fastened with corrosion resistant screws.
5. Terminal boxes shall be provided with hinged, front covers and a key-locking latch. Boxes shall be provided with mounting panels with terminal blocks. A minimum of 20% of terminals shall be spares. Nameplates shall be provided. Nameplates shall be screw mounted laminated plastic, white with black cores, with engraved capital letters of ¼" minimum height.

C. Spacers

Spacers for use with wall-mounted boxes and cabinets shall be steel or iron and shall be hot-dip galvanized. If spaces are cut from galvanized stock, all cut surfaces shall be coated with two coats of cold galvanizing compound.

2.9 WIRING DEVICES

A. Wiring devices shall be UL listed for the current and voltage indicated and shall comply with NEMA Standard Publication WD-1. They shall be heavy duty grade with captive binding screws. All receptacles shall be grounding type.

B. Heavy duty switches for 120/208-240V service shall be toggle type, totally enclosed in a melamine or melamine and urea plastic face and body, with ivory toggle handle and screw terminals. Switches shall be rated 20A at 120-240V AC and 1 horsepower at 120V AC.
PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall install and test all the necessary electrical equipment in order to produce a complete and operable electrical system as indicated in other sections of this specification.

3.2 INSTALLATION

A. General

1. Fasten hanger rods, conduit clamps and outlet and junction boxes to building structure using beam clamps.

2. Use self-drilling anchors or expansion anchors on concrete surfaces. Do not use powder-actuated anchors.

3. Do not fasten supports to piping, ductwork, mechanical equipment or conduit.

4. Do not drill or cut structural steel members.

B. Exposed Raceway

1. Exposed raceways and conduits shall be run parallel to and at right angles to building lines. Conduits shall be continuous from outlets to cabinets, pull or junction boxes and shall be secured to all boxes with locknuts and insulated bushings in such a manner that each system shall be electrically continuous throughout. Conduit ends shall be capped during construction to prevent entrance of foreign material.

2. All conduit systems shall be installed complete with insulated, grounding bushing before conductors are pulled in. Conduits shall be securely supported at all elbows and adjacent to each termination at box or cabinet. Intervals between conduit supports shall not exceed the spacing indicated below. Supports shall be by hangers or clamps including strut system channel as required. Perforated metal "plumber's tape" is not permitted. Raceways and conduits run on building surfaces shall be spaced out from the surface 1/4 inch minimum using clamp backs and nest backs. Offset bends at boxes or cabinet generally shall not be used.

3. Maximum spacing between conduit supports shall not exceed that stated in the NEC.

4. Trapeze hangers shall be adequately sway-braced. Conduits shall be clamped to hanger at the end of each run and at each elbow. Runs of conduit shall have clamps installed at each trapeze hanger.

5. Connections from metallic to non-metallic conduits shall be made with “approved” fittings.

6. Maintain a minimum of 6-inches clearance between conduit and piping. Maintain a minimum of 12-inches clearance between conduit and heat
sources such as flues, steam pipes and heating appliances.

7. Provide a suitable pull-string in all spare conduits installed, except sleeves and nipples.

8. Leave a suitable pull string for future circuits in conduits where new circuits are being pulled.

9. All horizontal outdoor and indoor runs exposed to moisture shall be sloped to a low point or to a down turned elbow to drain all internal moisture. All low points shall be equipped with automatic drains, Crouse-Hinds ECD or equal.

10. Seal between raceway and building where raceway passes through exterior wall or rated firewall per the following:
   a. Concrete Construction: Cast conduit in the wall or core drill wall and pack around the conduit with fire stop putty or an equivalent method as “approved” by the City.
   b. Frame Construction: Seal with fire stop rated material compatible with building material through which the raceway passes, as “approved” by the City.

C. Conduit Installation Schedule

1. The following schedule shall apply unless specifically indicated otherwise on the Drawings.
   a. Installations Under Concrete Slab or Underground: Rigid galvanized steel (RGS) or PVC conduit shall be utilized.
   b. Exposed Outdoor Locations: RGS conduit shall be utilized.
   c. Dry Interior Locations: RGS conduit shall be utilized.
   d. Motor Terminals: Liquid-tight flexible metallic conduit shall be utilized.

D. Cable Tray

1. Install the cable trays as indicated on the Drawings and per the equipment manufacturer's instructions. Coordinate installation of the cable tray with the lighting and conduit installation for proper interface and to avoid interferences.

2. Provide sufficient space encompassing cable trays to permit access for installing and maintaining cables.

E. Wire and Cable

1. No conductors or cables shall be installed in conduits, ducts, or trays until the raceway system has been completed. All embedded or buried conduits and ducts shall be brushed and scraped or swabbed before pulling in conduits. When installing conductors, the Contractor shall exercise care to prevent damage to conductors or insulation. Only those cable lubricants “approved” by the cable manufacturer shall be used.
2. Wire and Cable Pulling
   a. Wires and cables shall be pulled with grips and ball-bearing swivels using hand or capstan type pullers. Cables pulled over floor or ground shall be protected by lumber troughs, running boards or plywood sheets.
   b. Pulls into or out of manholes shall be protected with properly rigid blocks or rollers and flexible guide-in tubing.

3. Taps, Splices and Terminations
   a. No feeders shall be spliced without specific approval of the City.
   b. All cable terminals taps and splices shall be made secure with solderless compression as specified in Part 2, above.
   c. Compression type connectors shall be installed only with the specified hydraulic or mechanical tooling and in accordance with the manufacturer's installation instructions to ensure a permanent, secure, high-conductivity joint.
   d. 600V cable (power and control circuits) splices shall be made using compression sleeves. Sleeves shall be staggered to minimize the diameter of the completed splice. Each sleeve shall be covered with a Thermofit insulation sleeve, which extends no less than three wire diameters beyond each end of the compression sleeve after shrinking. Heat source and shrinking techniques shall be in accordance with manufacturer's instructions.

4. The Contractor shall furnish and install hangers, racks, cable cleats and supports required to make a neat and substantial cable installation. Splices shall be racked and adequately supported, including supports in manholes. Supports shall be "approved" by the City. Cables shall be tied in trays at all fittings, bends, offsets and vertical sections. Cables shall be arranged with no excess tension at any point in the tray. The cables shall be properly supported at each termination point to limit tension at the device terminal.

5. Cable shall be identified on both ends and in each manhole, junction box and pillbox. Where space for cable marker is restricted, the cable may be marked with an embossed fiber floater tied to the cable.

F. Boxes

1. Surface boxes, cabinets and apparatus shall be securely mounted. Wall and ceiling mounted boxes, cabinets and apparatus shall be spaced out from the wall a minimum of 5/8" from concrete surfaces. All NEMA 4 boxes and any box located in a wet location shall be equipped with an automatic drain, Crouse- Hinds ECD or equal.

2. Underground pull and junction boxes shall be installed with covers flush with grade. Backfill around the boxes with compacted native backfill.
3.3 EQUIPMENT AND RACEWAY GROUNDING

A. Provide a bonding and grounding system in compliance with the NEC and State electrical codes. This system shall bond together and effectively ground all exposed non-energized metal surfaces containing energized devices, parts or conductors, all building steel or other metals, all metallic electrical raceways and the neutrals of all transformers and generators. Contractor shall utilize the existing station ground grid in their design.

B. Minimum ground conductor sizes shall be as required by the NEC.

C. Equipment Grounding

1. Enclosures of all items of electrical equipment shall be grounded. Equipment grounding conductor size shall follow the NEC.

2. All mechanical equipment, including motors, tanks, pumps, casings, compressors, and similar equipment, shall be grounded.

D. Raceway Grounding

Metallic conduits or raceways or any metallic portions of non-metallic conduits or raceways shall be grounded. Grounding shall be at both ends of a conduit wherever possible.

3.4 TESTING AND COMMISSIONING

A. General

1. Completed wiring systems shall receive a thorough visual inspection. All connections shall be examined for tightness and proper use of compression tools.

2. Installed wiring shall be reviewed against drawings and corrections made prior to commissioning.

3. Installed conduit shall be reviewed against drawings and corrections made prior to commissioning.

4. Voltage checks shall be made at each 480Vac breaker load terminals prior to energizing load.

5. A bump motor load rotation check shall be performed with Owner from each power source (Normal GHPUD, Dam EG, Trlr EG) prior to commissioning the motor control circuits.

6. All functions of motor control circuits will be tested as best as possible depending on conditions.

B. High Potential and Insulation Resistance

1. Each power conductor of a completed low voltage or medium voltage wiring system shall receive an insulation resistance test. Prior to the test, all instruments and devices, which may be damaged by the test, shall be disconnected or suitably protected.
2. Insulation resistance tests on circuits rated 600V and below shall be performed by applying 1000V DC for 1 minute. Minimum acceptable insulation resistance is 2 Mega ohms.

3. Strict adherence to good safety practices is mandatory in all tests involving high voltage. Safety practices shall include, but are not limited to, the following requirements:
   a. Latest edition of the Occupational Safety and Health Act, OSHA.
   c. Applicable Washington state department of Labor and Industry safety operating procedures.

4. Tests shall be conducted within the framework of the following procedures:
   a. All acceptance tests shall be performed with apparatus de-energized, except where otherwise specifically required.
   b. The Contractor shall have a designated safety representative who shall be present on the project and supervise operations with respect to safety.
   c. Circuits operating in excess of 600V between conductors shall have conductors shorted to ground by a hot-line grounded device designed for the purpose.
   d. In all cases, work shall not proceed until the Contractor’s safety representative has determined that it is safe to do so.
   e. The Contractor shall have available sufficient protective barriers and warning signs to conduct specified tests safely.

C. Automatic Transfer Switch (ATS)
   1. Each ATS's functionality will be thoroughly checked by simulating operation prior to final connection as shown on drawings. Temporary power will be connected to the ATSs to perform these tests. A Siemens (RussElectric) service engineer will support the final commissioning.

3.5 CLEANING AND FINISHING

D. Appearance shall be as factory new Apparatus. Enclosures shall be cleaned, and painted surfaces polished and left in like new condition.

E. Where doors, panels or other appearance items have been marred or damaged, the Contractor shall restore affected items to like new conditions.

END OF SECTION
Appendix A
DIRECTIONS
FROM TACOMA, TRAVEL SOUTH ON I-5 TO OLYMPIA. TAKE THE HWY. 5 (OCEAN BEACHES) EXIT AND TRAVEL WEST APPROXIMATELY 45 MILES (JUST PAST MONTESANO), TURN RIGHT AT THE DEVONSHIRE ROAD EXIT ONTO WYNOOCHEE VALLEY ROAD AND TRAVEL APPROXIMATELY 36 MILES TO THE WYNOOCHEE PROJECT.

Wynoochee River Project
TACOMA POWER
Appendix B
## CITY PROVIDED MATERIAL LIST FORM

**ENGINEER:** Karen Hedlund  
**ENGINEERING TECHNICIAN:** Alex Vasilyuk  
**PROJECT LOCATION:** Wynoochee Dam  
**PROJECT DESCRIPTION:** Wynoochee Dam Power System Upgrade

<table>
<thead>
<tr>
<th>EQUIPMENT/DESTINATION</th>
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<th>QTY</th>
<th>DESCRIPTION</th>
<th>MANUFACTURER</th>
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<td>Q1-SECTION 1</td>
<td>1</td>
<td>Q1 SWITCHBOARD SECTION 1</td>
<td>EATON</td>
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</tr>
<tr>
<td>Q1-SECTION 2</td>
<td>1</td>
<td>Q1 SWITCHBOARD SECTION 2 Included middle wireway</td>
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<td>EGCP</td>
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<td>Back up POWER SUPPLY, 12VDC-24VDC to ATS MICROPROCESSOR</td>
<td>PHOENIX CONTACT</td>
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<td>EGCP</td>
<td>LOT</td>
<td>WIRING DEVICES - TERMINAL BLOCKS, FUSE SWITCHES, DIN RAIL, END PLATES, ETC</td>
<td>MISC</td>
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<td>GRAYBAR</td>
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<tr>
<td>CQ3 FEED GND</td>
<td>435FT</td>
<td>#8AWG, XHHW-2, BLACK, CU</td>
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<tr>
<td>REC-TG to ATS-TG</td>
<td>400FT</td>
<td>#4/0AWG, XHHW-2, BLACK, CU</td>
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<tr>
<td>TRLR-EG RECEPT GND</td>
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<td>#6AWG, XHHW-2, GREEN, CU</td>
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<td>CQ3 NEW FDR</td>
<td>1305'</td>
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<tr>
<td>ATS-TG, ATS-EG</td>
<td>12</td>
<td>YAZ342NTCFX COMPRESSION LUGS, 350kCMIL FLEX CABLE, NORMAL SUPPLY (S1) AND LOAD (SPECIAL DIE AND CRIMP TOOL NOT SUPPLIED)</td>
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<td>Q1 SECTION 3</td>
<td>6</td>
<td>MECHANICAL LUGS, #4 – 500MCM cable</td>
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<tr>
<td>PERSON LIFT</td>
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<td>LIFT USED TO INSTALL THE 480VAC CIRCUITS FROM GHPUD XFMR TO Q1 AND FROM TRAILER EG 480VAC RECEPTACLE TO Q1</td>
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<td>EQUIPMENT PAD</td>
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<td>MCC CQ3 ALUMINUM EQUIPMENT PAD</td>
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<td>SPLICE PLATES</td>
<td>3</td>
<td>SPLICE PLATES TO CONNECT THE 480VAC BUS DUCT TO CQ3</td>
<td>EATON</td>
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Appendix C
PHYSICAL SECURITY ACCESS AND VISITOR CONTROL PROCESS

NERC Requirements associated with this document

<table>
<thead>
<tr>
<th>Standard(s)</th>
<th>Requirement(s)</th>
<th>Title</th>
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<tr>
<td>CIP-006</td>
<td>R1 – R3</td>
<td>Cybersecurity – Physical Security of BES Cyber Systems</td>
</tr>
<tr>
<td>CIP-003</td>
<td>R1 Part 1.2, R2 Section 2</td>
<td>Cybersecurity – Security Management Controls</td>
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Table of Contents

NERC Requirements associated with this document

1 Purpose .................................................................................................................. 2
2 Applicability.......................................................................................................... 2
3 Physical Security Boundary Designations ............................................................. 2
   3.1 Physical Security Perimeter (PSP) ................................................................. 2
   3.2 Restricted Security Perimeter (RSP) ............................................................... 2
   3.3 Limited Security Perimeter (LSP) ................................................................. 2
4 PSP and RSP Access Points ................................................................................. 2
5 PSP and RSP Access Control Measures ............................................................... 3
6 LSP Access Points ............................................................................................... 4
7 PSP, RSP, and LSP Access Monitoring and Alarm Response .............................. 5
   7.1 Access Monitoring ...................................................................................... 5
   7.2 Alarm Response ......................................................................................... 6
8 PSP Access Logging ............................................................................................. 6
9 PSP Visitor Control Program ............................................................................. 6
   9.1 Visitor Logging Process ........................................................................... 6
   9.2 Visitor Access ......................................................................................... 7
10 LSP and RSP Visitor Control Program ............................................................... 7
11 PSP Manual Sign-In Log Corrections ............................................................... 8
12 Unapproved Entry into a PSP, RSP or LSP ...................................................... 8
13 Manual Access Control Measures .................................................................. 9
14 Revision History .............................................................................................. 9
15 Appendix A – Limited Security Perimeter (LSP) Locations ......................... 10
1 Purpose

The purpose of this document is to provide approved individuals the information necessary to properly access physical security boundaries that protect Tacoma Power’s BES Cyber Assets. Based on the impact rating categorization of assets, NERC-CIP standard requirements may include controlling, monitoring, and logging access to BES Cyber Assets, as well as visitor controls that ensure all individuals without authorization are properly logged and escorted when accessing Applicable BES Cyber Assets.

2 Applicability

This document applies to all City of Tacoma personnel and contractors that access Tacoma Power’s Low Impact Assets.

3 Physical Security Boundary Designations

Tacoma Power has three physical security boundary designations to protect its CIP Assets:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Physical Security Perimeter (PSP)</td>
<td>A PSP is the physical border surrounding locations in which High Impact BES Cyber Systems, Medium Impact BES Cyber Systems <em>with</em> External Routable Connectivity, and their associated Electronic Access Control or Monitoring Systems (EACMS) and Protected Cyber Assets (PCA) reside, and for which access is controlled.</td>
</tr>
<tr>
<td>3.2 Restricted Security Perimeter (RSP)</td>
<td>An RSP is the physical border surrounding locations in which Physical Access Control Systems (PACS) associated with High Impact BES Cyber Systems and Medium Impact BES Cyber Systems <em>with</em> External Routable Connectivity reside, and for which access is controlled.</td>
</tr>
<tr>
<td>3.3 Limited Security Perimeter (LSP)</td>
<td>An LSP is the physical border surrounding locations in which Medium Impact BES Cyber Systems without External Routable Connectivity and Low Impact BES Cyber Systems reside, and for which access is controlled. An LSP may also be used to protect non-CIP assets in which security best practices may suggest it is warranted.</td>
</tr>
</tbody>
</table>

4 PSP and RSP Access Points

Tacoma Power’s PSPs, PSP access points, RSPs, and RSP access points are documented in the Tacoma Power CIP-006 R1 Physical Security Plan. This information is classified as “Restricted Information Under NERC-CIP”. Please contact the Facilities Security Supervisor for further information regarding PSPs and RSPs.
**5 PSP and RSP Access Control Measures**

All PSPs and RSPs consist of completely enclosed, six-wall borders. LSPs consist of an enclosed border, which varies at each location. PSPs, RSPs, and LSPs must remain secure at all times. Perimeter doors, windows and gates shall remain locked and should not stay open unless they are under the positive control of CIP-approved Tacoma Power personnel.

Access is managed primarily through the use of an electronic physical access control system (PACS) or for LSPs with a physical key. Each PSP, RSP and some LSPs have an installed door card reader. Only pre-approved personnel with authorized access levels are able to gain access via the card reader beyond these doors. LSPs with physical key are pre-approved personnel with approved access. Each individual with authorized access must present their active, programmed card in order to gain access. “Tailgating” or “Piggybacking” at PSP and RSP access points is **strictly prohibited**.

Access within a Tacoma Power PSP or RSP must be requested and authorized prior to the activation of any restricted access level in the PACS. The Tacoma Power CIP-004 R4 *Identity Access Workforce Management Plan* outlines Tacoma Power’s authorization procedures. Unescorted physical access via card reader shall not be granted until all CIP-004 access requirements are complete and documented.

Additionally, each PSP and RSP access door has a restricted lock that is unique to Tacoma Power PSPs and RSPs. The key to these locks is not carried by any individual and can only be accessed by contacting TPU Security or Power Shared Services/Facilities.
6 LSP Access Points

All LSPs (see Appendix A) consist of an enclosed border, which varies at each location. LSPs must remain secure at all times. Perimeter doors, windows, and gates shall remain locked and should not stay open unless they are under the positive control of CIP Low Impact-approved Tacoma Power personnel.

Access is managed primarily with a physical key and lock. Some LSP locations have an installed card reader. Only pre-approved personnel with approved access are able to obtain and possess a physical key or are able to gain access via the card reader beyond LSP access points. Each individual with approved access must use their key or present their active, programmed access card in order to gain access. If card access is present, “Tailgating” or “Piggybacking” at an LSP access point is strictly prohibited.

Access within a Tacoma Power LSP must be requested and approved prior to being given a physical key or the activation of access on an access card. The Tacoma Power CIP-004 R4 Identity Access Workforce Management Plan outlines Tacoma Power’s authorization procedures. Unescorted physical access to an LSP shall not be granted until CIP-004 access requirements are complete and documented.

Tacoma Power shall ensure the appropriate use of physical access controls (access cards and keys) including response to loss and the prohibition of inappropriate use of physical access controls per the City of Tacoma - Tacoma Public Utilities Access Control and Key Policy #3.08.
PSP, RSP, and LSP Access Monitoring and Alarm Response

7.1 Access Monitoring

All PSPs, RSPs and LSPs are continuously monitored for unauthorized access through human observation or alarm systems (where applicable). This is done primarily through the PACS, which monitors all access control device events including card reader events, door events, input/output events, controller events, and system events. Card reader events include admitted events, entered events, access denied events, and communication events. Door events include, but are not limited to; door locked/unlocked events, and door opened/closed events. Alarm events include a card reader denying access to a non-approved cardholder, door that has been opened without authorization and door that has been left open. The PACS electronically monitors and logs events 24-hours a day, seven days a week. The event record includes the date, time, and cardholder identity.

- If the unauthorized access event is confirmed and appears to be a malicious or criminal event in progress, such as an obvious break-in, through the use of stolen credentials, or by an uncooperative visitor:
  - Dial 911 and notify law enforcement of the active intrusion event and location
  - Per Tacoma Power’s Event Reporting Plan, inform ECC Dispatch of the unauthorized access event and pending law enforcement response
- If the unauthorized access event is confirmed as a malicious or criminal event but is no longer in progress, or does not appear to malicious or criminal in nature, such as a procedural mistake by an employee and/or escort:
  - Per Tacoma Power’s Event Reporting Plan, inform ECC Dispatch of the unauthorized access event

Locations with card access are monitored in real time by Security for all access control device events including, but not limited to; card reader events, door events, input/output events, controller events, and system events. Card reader events include, but are not limited to; admitted events, entered events, access denied events, and communication events. Door events include, but are not limited to; door locked/unlocked events, and door opened/closed events. Alarm events include, but are not limited to; a card reader denying access to a non-approved cardholder, door that has been opened without authorization and door that has been left open. The PACS electronically monitors and logs events 24-hours a day, seven days a week. The event record includes, but is not limited to; the date, time, and cardholder identity.
7.2 Alarm Response

Both ECC Dispatch and Security officer post orders include protocols for reviewing RSP, PSP, and LSP unauthorized access or alarm events. When an unauthorized access event is reported or an alarm sounds, ECC Dispatch and Security Personnel shall work together to initiate an investigation and document the cause of the alarm.

8 PSP Access Logging

Each individual with authorized unescorted CIP access rights entering a PSP must be documented with information to identify the individual and date and time of entry. This is done primarily through the PACS, which creates an electronic log of all access events. Therefore, each entrant with authorized unescorted access shall be logged individually via the PACS. “Tailgating” or “Piggybacking” at PSP access points is strictly prohibited.

Visitors are not authorized for unescorted access within a Tacoma Power PSP and shall be manually logged as outlined in Section 9 below. Visitor logging is not required in an RSP or LSP.

9 PSP Visitor Control Program

9.1 Visitor Logging Process

Tacoma Power has implemented manual logging through assistance of TPU Security to record PSP access in certain circumstances, including visitor access and logging all entry/exit events when the PACS is unavailable. Security shall manually log all events as a Daily Log Entry. PSP locations not physically staffed by security personnel will have a phone that directly dials security personnel to record the entry/exit events.

Security will document each entry/exit event that includes an individual’s name, identity verification, the business entity represented, an explanation for the visit, the date and time of the visit, and an authorized escort for the visit, if an escort is required.
9.2 Visitor Access

Visitors traveling within a PSP must be accompanied by an escort that is authorized for unescorted physical access into the PSP and must manually sign in and out with security.

Escorts are limited to individuals who have authorized unescorted physical access to the PSP, who are familiar with the operation of the facility, who understand the purpose of the visit, and have a recognized business need for entry into the PSP.

After signing in, all visitors must wear a visible Visitor Card and must be continuously escorted by their authorized escort.

When an escort takes charge of a visitor, and signs the visitor in and out of a facility, the escort is attesting that he or she has not left the visitor unattended during the entire visit and is aware of the visitor's actions at all times, from the time of entry through exit.

Visitors requiring an escort may temporarily be left with an alternate escort that would qualify as an authorized escort within the PSP without transferring escort duties. If the non-authorized individual's visit to the PSP ends prior to the return of the primary escort, then the alternate escort will complete the visitor log "for" the primary escort. If escort duties must be transferred to another individual because the original escort will not be available for the remainder of the non-authorized individual's visit, it must be documented on the daily log entry by having the visitor sign out with the original escort and sign back in with the new escort.

10 LSP and RSP Visitor Control Program

An escort that is authorized for unescorted physical access into the LSP must accompany visitors traveling within a LSP and RSP.

Escorts are limited to individuals who have authorized unescorted physical access to the LSP and RSP, who are familiar with the operation of the facility, who understand the purpose of the visit, and have a recognized business need for entry into the LSP and RSP.

When an escort takes charge of a visitor, the escort is attesting that he or she has not left the visitor unattended during the entire visit and is aware of the visitor's actions at all times, from the time of entry through exit.

Visitors requiring an escort may be left with an alternate escort that would qualify as an authorized escort within the LSP and RSP.
11 PSP Manual  
Sign-In Log  
Corrections

If it is discovered that a Daily Log Entry has not been properly completed, the following actions shall occur.

The individual making the discovery shall take the following steps:

1. If an authorized escort and visitor are still inside a PSP and have a reason to be within the PSP, they shall immediately be directed to Security to complete the Daily Log Entry.
2. If the authorized escort and visitor have exited the PSP before checking in with Security, the Facilities Security Supervisor shall be notified so that the entry/exit can be reviewed.

The Facilities Security Supervisor, or designee, shall complete the following tasks:

1. Review all electronic access logs and video evidence of the entry period to determine that there is sufficient information to identify the person entering the PSP, to determine the time they remained within the PSP, to determine if they were escorted while within the PSP, and to determine when they left the PSP.
2. Based on the evidence acquired, ensure that a Daily Log Entry is properly filled out.
3. Notify Reliability & Compliance of the event so that the evidence can be retained.
4. Notify the supervisor responsible for the authorized escort of the event.

The supervisor of the escort that failed to check their visitor in with Security shall ensure that the escort completes a refresher-training course on physical access control procedures. In the event an individual has repeated violations of the access control procedures, unescorted access rights may be revoked and formal discipline may be exercised at the discretion of the individual’s Section Manager.

12 Unapproved  
Entry into a PSP,  
RSP or LSP

In the event that an unauthorized and unescorted individual is discovered within a PSP, RSP or LSP (where applicable) they shall be directed to leave immediately and Security shall be notified.

If a determination is made that an authorized escort and/or the individual they are escorting do not have a reason to be present within a PSP, RSP, or LSP, they shall immediately log out (if applicable) and leave upon request. If this determination is made prior to entry, they shall not be granted access and shall not be signed in (when applicable).
13 Manual Access Control Measures

In the event that a PSP, RSP, or LSP (where applicable) access point has been compromised, or if the PACS is not properly controlling, monitoring or logging access, or must be taken out of service for scheduled maintenance or repairs, the Facilities Security Supervisor, or alternate, shall work with on-site PSP, RSP, or LSP (where applicable) personnel to immediately institute manual control, monitoring, and logging processes for the affected PSP, RSP, or LSP (where applicable) access points. Manual control will be required until the physical security systems have been properly restored. This includes manning the location, if required, in order to monitor ingress and egress and ensure all entrants, including authorized PSP, RSP, or LSP (where applicable) personnel and visitors, are logged via the Manual Sign-In Log.

If an outage, malfunction to a reader or door, or compromise is found at a PSP, RSP, or LSP (where applicable) access point, employees, contractor, and vendors are instructed to notify TPU Security immediately at (253) 502-8779 of the outage and location.

14 Revision History

<table>
<thead>
<tr>
<th>Revision #</th>
<th>Effective Date</th>
<th>Change Summary</th>
<th>Reviewers</th>
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### 15 Appendix A – Limited Security Perimeter (LSP) Locations

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<th>Location</th>
<th>Description</th>
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<tbody>
<tr>
<td>Alder Power House</td>
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</tr>
<tr>
<td>Alder Spill Way</td>
<td>(Alder Generators)</td>
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<td>(Cushman Generators No 1)</td>
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<td>Cushman #1 Spillway</td>
<td>(Cushman Generators No 1)</td>
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<td>Cushman #1 Switchyard</td>
<td>(Cushman Generators No 1)</td>
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<td>(LaGrande Generator)</td>
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<td>LaGrande Gatehouse</td>
<td>(LaGrande Generator)</td>
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<td>(LaGrande Generator)</td>
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<td>LaGrande Power House</td>
<td>(LaGrande Generator)</td>
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<tr>
<td>LaGrande Office</td>
<td>(LaGrande Generator)</td>
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<tr>
<td>LaGrande Switchyard</td>
<td>(LaGrande Generator)</td>
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<td>LaGrande Microwave Room</td>
<td>(LaGrande Generator)</td>
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<td>Mayfield Office</td>
<td>(Mayfield Generators)</td>
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<td>(Mayfield Generators)</td>
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<tr>
<td>Mayfield Intake Remote Panel</td>
<td>(Mayfield Generators)</td>
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<td>(Mayfield Generators)</td>
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<td>(Mayfield Generators)</td>
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<td>Mayfield Switchyard</td>
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<td>North Fork Service House (North Fork Generators)</td>
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<td>Wynoochee Dam (Wynoochee Generators)</td>
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<td>Pearl Substation (Includes Westgate)</td>
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<td>Southwest Substation</td>
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<td>Northeast Substation</td>
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<td>Tideflats Substation</td>
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<td>St. Paul Substation</td>
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<td>Cedar Substation</td>
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<td>Cowlitz Substation</td>
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Mountain Substation
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<td>SERVICE GALLERY POWER DISTRIBUTION ROOM EQUIPMENT DETAILS AND ELEVATIONS</td>
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NOTE: PLEASE FILL OUT FORM IN UPPER CASE LETTERS
Appendix E
Appendix F
Appendix G