City of Tacoma
Tacoma Power Generation
REQUEST FOR PROPOSALS  PG23-0128F
Mayfield Powerhouse Crane Controls Upgrade

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 6, 2024

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

Submittal Delivery: Sealed submittals will be received as follows:

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

Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. 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 11:15 a.m. 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 January 24, 2024, at 9:00 a.m. in the Mayfield Project Office located at 253 Hydro Lane, Silver Creek, WA 98585.

Project Scope: Replace outdated control components with modern equipment to provide capability for smooth and precise low speed movements regardless of crane loading.

Estimate: $1,500,000

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

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the Additional Information section.

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 Dawn DeJarlais, Senior Buyer by email to ddejarlais@cityoftacoma.org.

**Protest Policy**: City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.
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This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

### The following items make up your complete electronic submittal package (include all the items below):

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature Page (Appendix B)</td>
<td>To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</td>
</tr>
<tr>
<td>Price Proposal Form (Appendix B)</td>
<td>The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</td>
</tr>
<tr>
<td>Content To Be Submitted Section 9 (9.1 – 9.7)</td>
<td></td>
</tr>
<tr>
<td>Bid Bond</td>
<td></td>
</tr>
<tr>
<td>Certification of Compliance with Wage Payment Statutes</td>
<td>Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</td>
</tr>
<tr>
<td>State Responsibility and Reciprocal Bid Preference Information</td>
<td>Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).</td>
</tr>
<tr>
<td>Contractor’s Record of Prior Contracts Form (Appendix B)</td>
<td></td>
</tr>
<tr>
<td>List of Equipment Form (Appendix B)</td>
<td></td>
</tr>
<tr>
<td>List of Subcontractor Categories of Work (Appendix B)</td>
<td>Used on PWI projects with an estimate of $1,000,000 dollars or more.</td>
</tr>
<tr>
<td>After award, the following documents will be executed:</td>
<td></td>
</tr>
<tr>
<td>City of Tacoma Contract (See sample in Appendix C)</td>
<td>Must be executed by the successful bidder.</td>
</tr>
<tr>
<td>Certificate of Insurance and related endorsements (Appendix D)</td>
<td>Shall be submitted with all required endorsements</td>
</tr>
<tr>
<td>Payment and Performance Bonds (See samples in Appendix C)</td>
<td>Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company</td>
</tr>
<tr>
<td>General Release (See sample in Appendix C)</td>
<td></td>
</tr>
<tr>
<td>LEAP Program Requirements and Forms (Appendix D)</td>
<td></td>
</tr>
</tbody>
</table>
1. **BACKGROUND**

The purpose of this project is to improve safety, performance, and reliability of the crane control system of the bridge crane in the Mayfield powerhouse. The scope is to replace outdated control components with modern equipment to provide capability for smooth and precise low speed movements regardless of crane loading.

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

The City anticipates awarding a single design, construction, installation and commissioning contract. A design review will occur before commencing with construction. The cost of the work is expected to be around $1,500,000. The anticipated project completion date is March 2025.

Submittals submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

2. **MINIMUM REQUIREMENTS**

The minimum requirements are qualifications and experience as noted in the content to be submitted (Section 9).

3. **CONTRACT TERM**

The contract will be for a two-year period or until the project is complete, whichever is sooner. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

4. **CALENDAR OF EVENTS**

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

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publish and issue RFP</td>
<td>12/20/2023</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>1/24/2024</td>
</tr>
<tr>
<td>Pre-Submittal Questions</td>
<td>1/30/2024</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>2/2/2024</td>
</tr>
<tr>
<td>Submittal Due Date</td>
<td>2/6/2024</td>
</tr>
<tr>
<td>Submittal Evaluated</td>
<td>2/14/2024</td>
</tr>
<tr>
<td>Interviews/presentations, on or about</td>
<td>2/23/2024</td>
</tr>
<tr>
<td>Award Recommendation, on or about</td>
<td>March 2024</td>
</tr>
<tr>
<td>Public Utility Board/City Council Approval, on or about</td>
<td>March 2024</td>
</tr>
</tbody>
</table>
5. INQUIRIES

5.1 Questions should be submitted to Dawn DeJarlais via email to ddejarlais@cityoftacoma.org. Subject line to read:

   PG23-0128F – Mayfield Powerhouse Crane Controls Upgrade – VENDOR NAME

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

5.2 Questions marked confidential will not be answered or included.

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

5.4 The answers are not typically considered an addendum.

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

5.6 Written answers to questions will be posted along side the specifications at www.tacomapurchasing.org

6. PRE-PROPOSAL MEETING

6.1 A pre-proposal meeting will be held at 9:00 a.m. on the date specified in the calendar of events, at the Mayfield Project Office located at 253 Hydro Lane, Silver Creek, WA 98585. This meeting will be followed by a site visit of the crane in the powerhouse. Please email Dawn DeJarlais, ddejarlais@cityoftacoma.org, to confirm your attendance by 3 p.m. on January 23, 2024.

7. DISCLAIMER

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

8. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. The relative weight of each scoring criteria is indicated in the table below.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications/Experience of Firm</td>
<td>25</td>
</tr>
<tr>
<td>Examples of Projects</td>
<td>15</td>
</tr>
<tr>
<td>Client References</td>
<td>10</td>
</tr>
<tr>
<td>Fees and Charges / Method of Billing / Hourly Rates</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications / Experience of Key Personnel</td>
<td>20</td>
</tr>
<tr>
<td>Sustainability</td>
<td>5</td>
</tr>
<tr>
<td>Equity in Contracting</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

8.1 The SAC may select one or more respondent to provide the services required.

8.2 The City reserves the right to visit facilities of selected Respondents for the purpose of assessing their capabilities.

8.3 The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

8.4 A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

9. **CONTENT TO BE SUBMITTED** – This section represents 100% of the possible scoring criteria.

Proposals should formatted as 8 ½” x 11”. A “page” is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75” or greater. Submittals should be limited to a maximum of 40 pages, double-sided, or 80 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

A full and complete response to each of the “CONTENT TO BE SUBMITTED” items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure : Proprietary or Confidential Information.
Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a firm's submittal, or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer’s responsibility to submit a submittal that is current, clear, complete and accurate.

9.1 Qualifications/Experience of Firm – 25
A minimum of ten (10) documented years experience in building or facilities construction supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.

9.2 Examples of Projects – 15 points
Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids.

9.3 Client References – 10 points
Provide a minimum of three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, and email address.

9.4 Fees and Charges / Method of Billing / Hourly Rates – 20 points
Provide the method of billing and hourly rates.

9.5 Qualifications / Experience of Key Personnel – 20 points
List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved.
9.6 Sustainability – 5 points
Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices. For more information, see our Respondents Guide.

A. Does the Respondent have an organizational sustainability plan and/or policy?
   [ ] Yes [ ] No
   Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:
   • Greenhouse gas emission reduction targets? [ ] Yes [ ] No
   • Energy and water conservation targets? [ ] Yes [ ] No
   • Waste reduction targets? [ ] Yes [ ] No
   • Toxics use reduction targets? [ ] Yes [ ] No
   • Pollution reduction targets? [ ] Yes [ ] No
   • Measure progress regularly and publicly? [ ] Yes [ ] No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:
   • Minimize greenhouse gas emissions?
   • Minimize polluted stormwater runoff in Tacoma?
   • Minimize waste generation?
   • Minimize toxic use and/or generation?
   • Minimize air pollution in Tacoma?
   • Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

9.7 Equity in Contracting – 5 points
Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

☐ Combination Business Enterprise (CBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Minority Business Enterprise (MBE)
☐ Minority/Women Business Enterprise (MWBE)
☐ Small Business Enterprise (SBE)
☐ Socially and Economically Disadvantaged Business Enterprise (SEDBE)
☐ Women Business Enterprise (WBE)

10. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in Section 12 below.

11. RESPONSIVENESS

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

12. ACCEPTANCE / REJECTION OF SUBMITTALS

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City’s best interest. In submitting a Submittal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award.
The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

13. CONTRACT OBLIGATION

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein. The Submittal contents of the successful Respondent may become contractual obligations if a contract ensues.

14. GENERAL PROVISIONS

City of Tacoma General Provisions apply.

15. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. Please see Appendix D.

16. PREVAILING WAGE INFORMATION

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

The project site is located in Lewis County.

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

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35th Street, Tacoma, WA.

Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of 39.12 RCW, as amended, relating to prevailing wages and fringe benefits. These rules apply to any contractor doing business with the City, including owner/operators.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract. Affidavits of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments will not be made by the City until certification of these filings are received.

Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp.

17. PAID LEAVE

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

18. BID BONDS

The attached Bid Bond (Appendix A) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier’s check.
18.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, “five percent of the amount of the accompanying proposal”. Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.

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

18.3 Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

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

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

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

Original bid bonds or cashier’s check will be delivered to:

City of Tacoma Procurement & Payables Division

Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
19. PAYMENT AND PERFORMANCE BOND

A payment and performance bond, including power of attorney, for this project is required in the amount of 100 percent of the Contract total.

1. The City’s payment and performance bond forms must be used.
2. The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
3. The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
4. For a supply-type contract, a certified cashier’s check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The initial three-year term of this Contract shall be divided into three separate one-year phases. The total Contract value shall be pro-rated according to one-year phases. Prior to start of work, the Contractor shall furnish a payments and performance bonds for 25 percent of the value of the first year of the Contract. On or before the start of the second year, the Contractor will be required to execute a Contract amendment and shall furnish a payment and performance bonds securing 25 percent of the value assigned to the second year phase of the Contract. On or before the start of the third year, the Contractor will be required to execute a Contract amendment and shall furnish a payment and performance bonds securing 25 percent of the value assigned to the third year phase of the Contract. Said payment and performance bonds shall be for the purpose of ensuring the Contractor’s full and faithful performance of its obligations under this Contract during each annual phase and payment of all labor, material suppliers, labor benefits, and related taxes.

Extensions may be considered upon mutual agreement of both parties. In the event that the Contract is extended, the Contractor will be required to execute a Contract amendment and shall furnish a payment and performance bonds securing 25 percent of the value assigned to each year extended.

20. PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent’s submittal in order to provide responses to all sections in a single submission; however, each Respondent’s participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.
21. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

22. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

23. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

24. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted
under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

25. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

26. LEAP REQUIREMENTS

This project has LEAP Requirements, see Appendix D for complete LEAP documentation.

27. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women’s Business Enterprise to participate in City contracting opportunities. See TMC 1.07 Equity in Contracting Policy at the City’s Equity in Contracting Program website.
APPENDIX A

Special Provisions

Technical Specifications

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

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DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes the design, construction, installation and commissioning of a new controls system for the bridge crane located in the Mayfield Powerhouse. This task is to replace outdated control components with modern equipment to provide capability for smooth and precise low speed movements regardless of crane loading. The crane controls system upgrade shall include new AC electrification of the crane, new AC motors and AC motor controls as specified in these technical provisions.

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

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

1.2 SITE WORK

General work scope includes, but is not limited to, the following:

1. Removal of existing equipment that will not be reused.
2. Installation of new control system including all ancillary and appurtenant items.
3. Inspection, commissioning, testing and certification as described in this specification.

1.3 PROJECT LOCATION

This project is located at the Cowlitz Project, 253 Hydro Lane, Silver Creek, WA 98585-0109. The project is located in Lewis County, Washington.

1.4 SITE SHOWING

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

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder’s part, for such uncertainties as aforesaid.
A site showing will be conducted immediately following the pre-bid meeting (See Section 01040). Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder’s responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor’s failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

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

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

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

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

## 1.5 COMMENCEMENT, PROSECUTION AND COMPLETION

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

The contractor shall be required to complete all work within **18 months (540) calendar days** after the date of notification to commence work. If the contractor fails to complete all work within (540) calendar days, the City will assess liquidated damages in accordance with Section 3.14 of the General Provisions.
The amount of liquidated damages set forth in General Provision 3.14 is hereby modified to $1,000 per day. All other terms in General Provision 3.14 shall remain the same.

1.6 SPECIFICATION FORMAT

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

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

1.7 CONTRACT WORK TIMES

Contract work times shall be Monday through Thursday, 6:30 a.m. to 4:00 p.m., and Fridays 6:30 a.m. to 3:30 p.m. excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

The contractor is discouraged from working on weekends and holidays, and such work must be approved by the City. If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City engineer or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the engineer’s decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee’s overtime, the bidder shall budget $200.00 per hour.

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

Once site work begins, the contractor shall submit a weekly proposed work plan showing required inspections for Monday through Sunday of the following week. This work plan shall be given to the engineer for approval by 11:00 A.M. every Friday, which is when the coordination meeting as described in Section 01040 – Project Coordination will be held.

Work not specifically detailed on the weekly work plan as requiring inspection or building system shutdown shall not be performed unless approved by the engineer. The contractor shall reimburse the City for all inspection of work not previously scheduled or approved by the engineer. Work requiring inspection shall be determined solely by the engineer.

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

The contractor shall also be responsible to minimize disruptions to the access road at the project. Directions of the engineer and/or inspector shall be followed at all times.
1.8 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

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

1. The manufacturer shall have a minimum of five years documented product development, testing, and manufacturing experience with the products and services specified in this Section. The manufacturer shall also be represented by a complete sales, installation, and service operation within the United States.

2. The installer shall have a minimum of five years documented experience applying the work of this Section.

3. The contractor shall have a service office which has been established for a minimum of five years and is staffed with factory-authorized service technicians capable of servicing all aspects of the crane.

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

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

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

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.11 – Superintendent.

1.9 SPECIFICATIONS AND DRAWINGS

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

Drawings for Reference:

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>M16001</td>
<td>DESIGN DATA, 170 TON POWERHOUSE CRANE 250-E1</td>
</tr>
<tr>
<td>M16002</td>
<td>DESIGN DATA, BRIDGE GIRDER DESIGN, 170 TON POWERHOUSE CRANE 250-E2</td>
</tr>
<tr>
<td>M16003</td>
<td>TROLLEY ARRANGEMENT, 170 TON POWERHOUSE CRANE 250-E3</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>M16004</td>
<td>170 TON BLOCK DESIGN &amp; ARRGMNT.</td>
</tr>
<tr>
<td>M16005</td>
<td>TROLLEY FRAME DESIGN</td>
</tr>
<tr>
<td>M16006</td>
<td>TROLLEY DRIBE DESIGN AND ARRGMNT.</td>
</tr>
<tr>
<td>M16007</td>
<td>BRIDGE TRAVEL DESIGN AND ARR'G'T</td>
</tr>
<tr>
<td>M16008</td>
<td>HOIST DESIGN AND ARRANGEMENT</td>
</tr>
<tr>
<td>M16009</td>
<td>CAB AND WALKWAY ARRANGEMENT</td>
</tr>
<tr>
<td>M16010</td>
<td>GENERAL ARRANGEMENT</td>
</tr>
<tr>
<td>M16011</td>
<td>MAIN HOIST UNIT DETAILS</td>
</tr>
<tr>
<td>M16012</td>
<td>MAIN HOIST HOOK AND BLOCK DETAILS</td>
</tr>
<tr>
<td>M16013</td>
<td>TROLLEY TRAVEL - MECH. DETAILS</td>
</tr>
<tr>
<td>M16014</td>
<td>MAIN HOIST BLOCK DETAILS</td>
</tr>
<tr>
<td>M16015</td>
<td>BRIDGE TRAVEL - MECH. DETAILS</td>
</tr>
<tr>
<td>M16016</td>
<td>HIST - TROLLEY - BRIDGE GUARDS</td>
</tr>
<tr>
<td>M16017</td>
<td>TROLLEY AND BRIDGE BUMPERS</td>
</tr>
<tr>
<td>M16018</td>
<td>TROLLEY FRAME DETAILS</td>
</tr>
<tr>
<td>M16019</td>
<td>3-TON MONORAIL HOIST</td>
</tr>
<tr>
<td>M16020</td>
<td>UPPER SHEAVE GUARD DETAILS</td>
</tr>
<tr>
<td>M16021</td>
<td>BRIDGE GIRDER</td>
</tr>
<tr>
<td>M16022</td>
<td>BRIDGE GIRDER DETAILS</td>
</tr>
<tr>
<td>M16023</td>
<td>END TRUCK DETAILS</td>
</tr>
<tr>
<td>M16024</td>
<td>GIRDER END TIE DETAILS</td>
</tr>
<tr>
<td>M16025</td>
<td>3-TON MONORAIL RUNWAY BEAM</td>
</tr>
<tr>
<td>M16026</td>
<td>WALKWAY DETAILS</td>
</tr>
<tr>
<td>M16027</td>
<td>WALKWAY DETAILS</td>
</tr>
<tr>
<td>M16028</td>
<td>WALKWAY DETAILS</td>
</tr>
<tr>
<td>M16029</td>
<td>OPERATORS CAB</td>
</tr>
<tr>
<td>M16030</td>
<td>ELECTRICAL WIRING DIAGRAM</td>
</tr>
<tr>
<td>M16031</td>
<td>BRIDGE LEC-TROL FEED SYSTEM &amp;</td>
</tr>
<tr>
<td>M16032</td>
<td>BRIDGE AND TROLLEY LIMIT SWITCHES</td>
</tr>
<tr>
<td>M16033</td>
<td>INSTRUCTIONS FOR THE CARE AND OPERATION OF 170 TON POWERHOUSE CRANE 250-23</td>
</tr>
<tr>
<td>M16036</td>
<td>DETAILS OF CRANE &amp; TRAMWAY RAILS</td>
</tr>
<tr>
<td>M16037</td>
<td>H.K. PORTER CO., 30 FT. PLAIN TRACK SECTION</td>
</tr>
<tr>
<td>M16039</td>
<td>WESTINGHOUSE ELECTRIC CORP., HDC TRACK TYPE LIMIT SWITCH (CRANE OPER.)</td>
</tr>
<tr>
<td>M16040</td>
<td>WESTINGHOUSE ELECTRIC CORP., PHASE REVERSAL PROTECTIVE RELAY PANEL, OUTLINE (NEMA 1) CG-11-A-264</td>
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<tr>
<td>M16041</td>
<td>WESTINGHOUSE ELECTRIC CORP., A V DRIVE SIZE 13 CABINET (OUTLINE)</td>
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<tr>
<td>M16042</td>
<td>WESTINGHOUSE ELECTRIC CORP., PHASE REVERSAL PROTECTIVE RELAY, WIRING DIAGRAM &amp; SCHEMATIC CG-10-B-400</td>
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<tr>
<td>M16043</td>
<td>WESTINGHOUSE ELECTRIC CORP., ABI CIRCUIT BREAKER NEMA I &amp; IB, OUTLINE 455D761</td>
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<td>M16044</td>
<td>WESTINGHOUSE ELECTRIC CORP., TYPE ND ENCLOSED SAFETY SWITCHES - 30 TO 200 A, OUTLINE 451D582</td>
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<tr>
<td>M16045</td>
<td>WESTINGHOUSE ELECTRIC CORP., TYPE HOT LIMIT SWITCH OUTLINE, 427C235</td>
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<tr>
<td>M16046</td>
<td>WESTINGHOUSE ELECTRIC CORP., CLASS 13360 CRANE CONTROL, WIRING DIAGRAM &amp; SCHEMATIC 113-C-047</td>
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<tr>
<td>M16047</td>
<td>WESTINGHOUSE ELECTRIC CORP., CLASS 13-660 CRANE CONTROL - OUTLINE, NEMA 1 &amp; NEMA 1A 113 C 001</td>
</tr>
</tbody>
</table>
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 contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the engineer access thereto.

1.10 LIST OF SUBCONTRACTORS’ AND CONTRACTOR’S CATEGORIES OF WORK

Bid proposals for construction including alteration or repair where the contract is estimated to exceed $1,000,000 including tax shall satisfy the following requirement: **Bidder shall complete the enclosed List of Subcontractors’ and Contractor’s Categories of Work in its entirety, and return completed form as part of the bid submittal package.**

Bidder shall list all subcontractor(s) that are proposed to perform the electrical work as described in Chapter 19.28 RCW. **Failure to comply with this provision will require the City (pursuant to state law, RCW 39.30.060) to determine that bidder’s bid is non-responsive; therefore, the bid will be rejected.** (See General Provisions - Section 3.16 - List of Subcontractors.)

END OF SECTION
SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A. AUTHORITY

Payment will be made monthly based on the schedule of values. Percent completion will be calculated by the engineer based on schedule of values.

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

Modify Section 2.14 of the General Provisions as follows.

Invoices shall be emailed to:

Steve Belvin
sbelvin@cityoftacoma.org
Tacoma Power/Generation

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

B. CONTRACT PRICE

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

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

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 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. Daily clean up of the work area at Tacoma Power facilities.
1.2 PROPOSAL ITEMS

1. MOBILIZATION/DEMOBILIZATION, PER LUMP SUM

A. MEASUREMENT

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

B. PAYMENT

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

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

2. 30% DESIGN REVIEW

A. MEASUREMENT

The work under this bid item will include all labor, meetings, coordination, incorporation of review comments, and acceptance by the City engineer of the 30% design content as detailed below.

1. Main Hoist Component Selections
2. Main Hoist horsepower, speed and brake sizing calculations.
3. Auxiliary Hoist Component Selections
4. Auxiliary Hoist horsepower, speed and brake sizing calculations.
5. Bridge Drive Component Selection
6. Bridge Drive horsepower, speed and brake sizing calculations.
7. Trolley Drive Component Selection
8. Trolley Drive horsepower, speed and brake sizing calculations.
9. Major Electrical component selections with Catalog Cut Sheets and Equipment Lists
10. Drawing List. This clarifies expectations for the drawing submittal.
11. Design phase execution schedule showing target completion dates for 60 and 90 percent design reviews.
12. Preliminary Design Acceptance

B. PAYMENT

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "30% Design Review Acceptance" in accordance with the specifications as listed in the proposal.

3. 60% DESIGN REVIEW

A. MEASUREMENT

The work under this bid item will include all labor, meetings, coordination, incorporation of review comments, and acceptance by the City engineer of the 60% design content as detailed below.

a. Latest version of all 30% design submittal information
b. All drawings in a state of development sufficient to demonstrate form, fit and function

c. All remaining calculations pertinent to the design

d. Preliminary electrical component Bill of Materials and Equipment Lists

e. Preliminary electrical schematics and control panel layout drawings

f. Preliminary Project execution schedule, showing 90% design completion, fabrication, installation, commissioning, testing, training, and project closeout milestones

B. PAYMENT

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “60% Design Review Acceptance” in accordance with the specifications as listed in the proposal.

4. 90% DESIGN REVIEW

A. MEASUREMENT

The work under this bid item will include all labor, meetings, coordination, incorporation of review comments, and acceptance by the City engineer of the 90% design content as detailed below.

a. Latest version of all 60% design submittal information

b. Design Drawings completed except for approval by Tacoma Power

c. Product Technical Data of components with Catalog Cut Sheets and Equipment Lists

d. Final electrical schematics and detailed wiring diagrams complete

e. Final panel layout drawings complete

f. Final electrical Bill of Materials complete

g. Detailed project execution schedule showing completion timeline for fabrication, installation, commissioning, testing, training, and project closeout.

B. PAYMENT

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “90% Design Review Acceptance” in accordance with the specifications as listed in the proposal.

5. FINAL DESIGN ACCEPTANCE & QUALITY ASSURANCE PROGRAM

A. MEASUREMENT

The work under this bid item will include all labor, meetings, coordination, incorporation of review comments, and acceptance by the City engineer of the complete design, as well as the quality assurance program and its documentation.

B. PAYMENT

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Final Design Acceptance”.

6. INSPECTION OF GEARS AND BEARINGS TO BE REUSED IN THE HOIST GEARBOXES

A. MEASUREMENT
The work under this bid item will include all labor, materials and equipment to inspect the gears, bearings and shafting in the hoist gearcases.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Inspection of gears and bearings to be reused in the hoist gearboxes" in accordance with the specifications as listed in the proposal.

7. SHOP DRAWINGS

A. MEASUREMENT
The work under this bid item will include all labor, materials and equipment to create shop drawings that comprehensively communicate how to fabricate the design, including materials and components.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Shop Drawings" in accordance with the specifications as listed in the proposal.

8. SELECTIVE DEMOLITION

A. MEASUREMENT
The work under this bid item will include all labor perform selective demolition.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Selective Demolition" in accordance with the specifications as listed in the proposal.

9. FACTORY ACCEPTANCE TESTING

A. MEASUREMENT
The work under this bid item will include all labor, materials and equipment to complete factory acceptance testing, and the correction of any issues uncovered during test.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Factory Acceptance Testing" in accordance with the specifications as listed in the proposal.

10. MANUFACTURER’S INSTALLATION INSTRUCTIONS

C. MEASUREMENT
The work under this bid item will include all labor and materials to create the Manufacturer’s Installation Instructions. This document shall give specific instruction for attaining all critical parameters in the field, e.g. machinery alignments.

D. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Manufacturer’s Installation Instructions" in accordance with the specifications as listed in the proposal.
11. RIGGING PLAN

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Rigging Plan for hoisting items to and from the crane. See “Installation” section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Rigging Plan” in accordance with the specifications as listed in the proposal.

12. SAFETY PLAN FOR CERTIFICATION TESTING

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Safety Plan for Testing. See ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Safety Plan for Certification Testing” in accordance with the specifications as listed in the proposal.

13. COMMISSIONING PLAN

A. MEASUREMENT
The work under this bid item will include all labor and materials to create a Commissioning Plan. The Field Test Procedure and Load Test are bullet items in this plan. See ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Commissioning Plan” in accordance with the specifications as listed in the proposal.

14. FIELD TEST PROCEDURE (COMPREHENSIVE)

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Field Test Procedure. This procedure is to comprehensively verify the as built conditions match the design documentation. See ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Field Test Procedure” in accordance with the specifications as listed in the proposal.

15. LOAD TEST PLAN

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Load Test Plan. See ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Load Test Plan” in accordance with the specifications as listed in the proposal.
16. PUNCH LIST

A. MEASUREMENT
The work under this bid item will include all labor and materials to complete all deficiencies noted on the “Punch List”. See ‘Contract Closeout’ section of the special specifications and the ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Punch List” in accordance with the specifications as listed in the proposal.

17. LOAD TEST REPORT

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Load Test Report. See ‘Commissioning’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Load Test Report” in accordance with the specifications as listed in the proposal.

18. INSPECTION REPORT

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the post test Inspection Report. See ‘Submittals’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Inspection Report” in accordance with the specifications as listed in the proposal.

19. CONTRACT DRAWINGS REDLINED WITH AS-BUILT CONDITIONS

A. MEASUREMENT
The work under this bid item will include all labor to gather information to create the As Built Drawings. See ‘Submittals’ section of the technical specifications. (Note that final As Built drawings are required below.)

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “As Built Drawings” in accordance with the specifications as listed in the proposal.

20. CRANE CERTIFICATION

A. MEASUREMENT
The work under this bid item will include all labor and materials to document the certification of the crane. The Certificate shall document the crane has successfully passed inspection, load test, and post test inspection, and is understood to be ready for service. See ‘Submittals’ and ‘Testing’ sections of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid “Crane Certification” in accordance with the specifications as listed in the proposal.
21. WARRANTY

A. MEASUREMENT
The work under this bid item will include all labor and materials to provide a three-year warranty on the parts, materials, and system reliability of the upgraded portions of the crane. (This crane sees minimal service and extra time may be needed for issues to surface.)

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Crane Warranty".

22. OPERATION AND MAINTENANCE MANUAL

A. MEASUREMENT
The work under this bid item will include all labor and materials to create the Operations and Maintenance Manual for the crane. See ‘Submittals’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Operation and Maintenance Manual" in accordance with the specifications as listed in the proposal.

23. COMPLETED TESTING FORMS

A. MEASUREMENT
The work under this bid item will include all labor and materials to execute the commissioning Field Test Procedure and document the results. See ‘Submittals’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Completed Testing Forms" in accordance with the specifications as listed in the proposal.

24. REPORTS OF WARRANTY SERVICE

A. MEASUREMENT
The work under this bid item will include all labor to document all warranty service. See ‘Submittals’ section of the technical specifications.

B. PAYMENT
Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Reports of Warranty Service" in accordance with the specifications as listed in the proposal.

25. WARRANTY SPECIFIC REDLINE DRAWINGS

A. MEASUREMENT
The work under this bid item will include all labor to redline all drawings affected by warranty service. See ‘Submittals’ section of the technical specifications.
B. **PAYMENT**

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Warranty Specific Redline Drawings" in accordance with the specifications as listed in the proposal.

### 26. FINAL AS-BUILT DRAWINGS

**A. MEASUREMENT**

The work under this bid item will include all labor to create the Final As-Built drawings. See ‘Submittals’ section of the technical specifications.

**B. PAYMENT**

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Final As-Built Drawings" in accordance with the specifications as listed in the proposal.

### 27. ALL ELECTRONIC FILES

**A. MEASUREMENT**

The work under this bid item will include all labor and materials to submit all the electronic files developed for this project. See ‘Submittals’ section of the technical specifications.

**B. PAYMENT**

Measurement will be per Lump Sum (LS) and payment will be made for the unit price bid "Electronic Files" in accordance with the specifications as listed in the proposal.

### 28. FORCE ACCOUNT, PER LUMP SUM

**A. MEASUREMENT**

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

**B. PAYMENT**

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available. There is no guarantee that there will be any Force Account work.

“Force Account,” as listed in the proposal

### 1.3 SCHEDULE OF VALUES LIST

The following listing shall be used by the contractor as a minimum breakdown for the two (2) Schedule of Values required for this project (building and civil work). For each item, the contractor shall determine the unit of measure such as lump sum (LS), per each (EA), linear feet (LF), ton (TON), or cubic yard (CY), etc., and as approved by the engineer:

1. Mobilization (not otherwise listed below)
2. 30% Design Review
3. 60% Design Review
4. 90% Design Review
5. Final Design Acceptance and Quality Assurance Program
6. Inspection of gears and bearings to be reused in the hoist gearboxes
7. Shop Drawings
8. Factory Acceptance Testing
9. Panel, Gear and Fuses
10. Selective Demolition
11. Manufacturer’s Installation Instructions
12. Rigging Plan
13. Safety Plan for Certification Testing
14. Commissioning Plan
15. Field Test Procedure
16. Load Test Plan
17. Punch List
18. Rated Load Test Report
19. Inspection report
20. Contract Drawings redlined with As-Built conditions
21. Crane Certification
22. Warranty
23. Operation and Maintenance Manual
24. Completed Testing Forms
25. Reports of Warranty Service
26. Warranty specific redline drawings
27. Final As-Built Drawings
28. All Electronic Files
29. Demobilization/Closeout

1.4 FORCE ACCOUNT WORK

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

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

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.
1.5 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK
Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule or cost.

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

END OF SECTION
1.1 PROJECT ENGINEER/LEAD

The project engineer/lead shall be herein referenced as engineer in these specifications. Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Steve Belvin at sbelvin@ciyoftacoma.org; 1-253-502-8104 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Mr. Steve Belvin at sbelvin@ciyoftacoma.org. For general purchasing provisions, contact Dawn DeJarlais, Purchasing, at 253-502-8248.

1.2 MEETINGS

A. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on January 24th, 2024, at 9:00 a.m. in the Mayfield project office, 253 Hydro Lane, Silver Creek Washington 98585. Please email Dawn Dejarlais, ddejarlais@ciyoftacoma.org, to confirm your attendance by 3 p.m. on January 23, 2024.

B. PRE-CONSTRUCTION MEETING

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

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

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

D. COORDINATION MEETING WITH OTHER CONTRACTORS

While this project is underway there will be other major general contractors and City crews performing work in the vicinity of the project.

Work on these projects may require:

1. Loading and unloading of materials for these projects
2. Disruptions to the work areas adjacent to this project and other activities which must be coordinated among the City and all affected contractors.

As such, there may be coordination meetings required throughout the project depending on the other contracts and at the discretion of the project engineer.

These meetings will be attended by the contractor and/or superintendent and City project managers. These meetings will be to discuss any concerns which affect building systems or yard usage and any outages must be discussed in these meetings to obtain City approval. Adequate notice for major activities must be included in the contractor’s schedule or at these meetings to allow for coordination with other contractors or City to mitigate specific construction activities.

1.3 COORDINATION WITH OTHERS

A. OPERATION OF EXISTING FACILITIES

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. With permission provided by the City in advance, portions of the existing facilities may be taken out of service for short periods.

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

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

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

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

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

B. SCHEDULE AND COORDINATION OF WORK

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

1.4 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 and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the engineer.

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

B. WORK TO BE DONE BY CITY

The City will provide all materials and perform all work to:
1. City will provide feeder to runway conductor disconnecting means. Contractor shall submit calculations for, and coordinate sizing of feeder and runway conductor disconnecting means. Contractor shall coordinate with City for demolition or testing of existing crane feeder.

Notify the engineer a minimum of ten (10) business days prior to needing any work performed by the City.

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

1.5 LIMITATION OF CONTRACTOR’S WORK AREA/OR CONTRACTOR’S USE OF PREMISES

A. BARRIERS
Provide barriers dividing work area from area in City use.

B. CITY OCCUPANCY
The project and/or its surrounding area will be occupied/used by the City of on-going daily operations. The City has designated areas to be kept clear during all phases of construction, to be explained at the pre-bid meeting.

C. WORK BY OTHERS AND WORK BY CITY
At the time of construction of the Mayfield Powerhouse Crane Controls Upgrade project, other contractors may be on site performing other construction projects. The contractor shall coordinate all activities with the City during the construction period.

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

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

1.6 HAZARDOUS MATERIALS

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

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

1.7 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the Request for Information (RFI), Engineering Change Directive (ECD), Proposal Request (PR), and Change Order Proposal (COP). These forms are included at the end of the Special Provisions, and an electronic version of these forms is available from the City project manager.

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.

### 1.8 DIFFERING SITE CONDITION

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

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

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

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

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

1.9 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT

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

B. CONTENT

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

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

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

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

1. Scope of Work identified – architectural, civil, structural, mechanical, electrical and communications.
2. Phases of work where required.
3. Include all items in the schedule of values

C. SEQUENCE SCHEDULING

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

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

D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the engineer, resubmit required revised data within ten (10) working days.
The contractor shall use the attached Submittal Transmittal form (electronic version is available from the engineer) for all submittals.

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

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

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

1.10 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

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

1.11 SUPERINTENDENT

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

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

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

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

1.12 CLEAN UP

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

A. DAILY

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

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

Clean up is considered incidental to the project and no payment will be allowed. Collect waste daily and when containers are full, legally dispose of waste off site. Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the engineer.

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

<table>
<thead>
<tr>
<th>COP No.:</th>
<th>(Contractor Assigns)</th>
</tr>
</thead>
<tbody>
<tr>
<td>REF. Doc.:</td>
<td>(Initiating a RFI, ECD or PRI)</td>
</tr>
</tbody>
</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

**Scope of Change:**

**Initiated By:** ___________________________ **Representing:** ___________________________

(Name)  (Company)

**Cost/Credit:** ___________________________ **Time Extension Request:** ___________________________

**Attachment Type:** ___________________________

(Supporting Documentation)

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

**City’s Response:**

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

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

**Response By:** ___________________________ **Attachment Type:** ___________________________

(Name)  (Supporting Documentation)

**Representing:** ___________________________ **Response Date:** ___________________________

(Company)  (Date)

Cc:
ENGINEERING CHANGE DIRECTIVE (ECD)

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

<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 modification(s) listed above.

Attachment Type: ____________________________

Initiated By: ____________________________

(Supporting Documentation)

(Name)

Representing: ____________________________

(Company)

**Contractor's Response:**

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

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

Attachment Type: ____________________________

Response By: ____________________________

(Supporting Documentation)

(Name)

Response Date: ____________________________

Representing: ____________________________

(Date)

(Company)

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

RFI No.: ___________ (Contractor Assigns)

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

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

Representing: __________________________ (Company)

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 Date: __________________________ (Date)

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.)

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 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

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

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

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

D. Name of Job Superintendent.

A. SCHEDULE OF VALUES

Submit a detailed list of items to be included in the Schedule of Values within five (5) days of award of contract for approval by the engineer.

Submit a schedule of values within ten (10) days after award of contract for all components of the construction. Schedule of values will be used by the engineer to calculate monthly payment for percent completion as indicated in Section 01025.

1. List all items in the Schedule of Values subsection of the Measurement and Payment section of this specification.

2. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports.

3. Round amounts to nearest whole dollar; the total shall equal the contract sum.

4. Provide a separate line item in the Schedule of Values for each part of the work where applications for payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

B. SCHEDULE UPDATING

Update and resubmit the Schedule of Values prior to the next application for payment or when change orders or engineering change directives result in a change in the contract sum as directed by the engineer.

1.2 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

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

1. **Submittal Requirements:** Submit as specified under individual sections. Submittals not requested will not be recognized or processed.

2. **Transmittal Form:** Accompany each submittal with a **Contractor Submittal Transmittal** Cover sheet. Electronic version of transmittal form template will be supplied by the City.

3. **Submittal Numbering:** Sequentially number transmittal forms in order submitted. Add alphabetic suffix to original submittal number of re-submittals.

4. **Submittal Identification:** Include project, contractor, subcontractor or supplier, pertinent drawing and detail number, specification section number, manufacturer, fabrication, product, material, and, as appropriate.

5. **Contractor’s Certification:** Apply contractor’s stamp, signed or initialed, certifying that review, verification or products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the contract documents.

6. **Contractor shall review submittals for adequate installation interface for all work prior to submitting them to the City.**

7. **Schedule of Submittals:** Deliver to engineer, promptly, to meet critical path, and lead times as required to expedite the project.

8. **Turn-Around Time:** Allow from time of receipt ten (10) working days for each submittal and each re-submittal to be reviewed by the engineer.

9. **Critical Issues:** Prior to submittal, communicate with engineer reason for critical issue. Upon approval, allow ten (10) working days turn-around time from time of receipt by engineer.

10. **Coordination and Consolidation of Submittals:** Submit related items, sections or trades under one (1) submittal package for each unit of work or system where possible.

11. **Deviations on Submittals:** Identify deviations, including products and systems, not conforming with contract documents.

12. **Product and System Limitations:** Indicate conditions which may be detrimental to successful performance or completion of work.

13. **Substitutions to Specified Items:** Submit for approval in accordance with Section 1.4 “Or Equal” Clause or Substitution. Do not indicate or otherwise imply substitutions to specified items, except as approved.

14. **Job Site Office Records:** Maintain one (1) copy of every submittal, regardless of status, along with a current submittal log. Ensure that the most current, architect, and engineer stamped shop drawings and product data are distributed and subsequently used in connection with the work.

15. **Re-Submittal Requirements:** Revise the initial submittal as directed and re-submit, following procedures specified for the initial submittal. Make any corrections or changes in the submittals required by the engineer. Revise and make any further re-submittals until no exceptions are taken. Identify changes on re-submittal made since previous submittal.
16. Other Pertinent Submittals: Provide templates, inserts, and as applicable in timely fashion to other trades.

B. **SCHEDULE OF SUBMITTALS**

1. Within ten (10) days of notice to proceed, prepare schedule of submittals for design documents, shop drawings, product data, samples, and as specified for each section. Update as requested by engineer.

2. List submittals sequentially by project manual table of contents section numbers and titles.

3. Show submittal preparation time, field measurements and verification time, date submitted to engineer, date due back from engineer, item order dates, and delivery dates.

4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.

5. Indicate specified time allocated for review, turn around and distribution.

6. Include decision dates for selection of colors and finishes not scheduled or otherwise approved.

7. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.

8. For products specified only by reference standards, give manufacturer, tradesman, model or catalog designation and reference standards.

C. **SHOP DRAWINGS**

1. Number and Format: Submit drawings for review in PDF format.

2. Submittal Procedure: Submit for engineer’s review in accordance with submittal procedures specified in this section. After approved drawings are return, the contractor shall reproduce and distribute copies to subcontractors and other entities, as applicable. Maintain one (1) copy of each shop drawing at field office and one (1) for project record documents to be delivered to the engineer at project completion.

3. Maximum Sheet Size: 24-inches by 36-inches or other allowable sizes of 8-1/2-inches by 11-inches or 11-inches by 17-inches.

4. Identification: Reference shop drawing details same as reference on contract documents, including sheet and detail descriptions, schedules and room numbers. Indicate by whom materials, products, work, and installations are supplied, performed or installed. Do not use the expression “by others”.

5. Presentation: Hand drafted or computer generated, delineated to present information in a clear and thorough manner. Freehand drawings not approved. CAD drawings shall be in AutoCAD by AutoDesk, or SolidWorks.


7. Engineer Changes to Submittals which affect Contract Sum or Contract Time: Do not distribute to being work related to submittal. Notify engineer immediately.
8. Mechanical and Electrical Utilities, Equipment and Appliance: Include electrical characteristics, connection requirements, rough-ins, location of outlets, wiring, piping diagrams, weight where significant, and as required to describe installation requirements.

D. PRODUCT DATA

1. Number of Copies: Submit two (2) copies to be retained by the engineer.

2. Submittal Procedures: Submit for engineer review in accordance with submittal procedures specified in this section. After review, distribute to subcontractors and other applicable entities. Maintain one (1) copy for project record documents to be delivered to engineer at project completion.

3. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.

4. Manufacturer’s Standard Data: Modify drawings and diagrams to delete inapplicable information. Supplement to provide pertinent information unique to project.

E. ELECTRONIC FILES OF MANUALS (FROM VENDORS):

1. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.

2. Manuals should be scanned at 300 DPI or greater.

3. Color originals should be scanned to color images if possible.

4. All .PDF files should be scanned at using Optical Character Recognition (OCR)

5. A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.

6. Manuals that consist of multiple volumes should be submitted as individual files.

7. Manuals comprised of several sections or chapters should be bookmarked by the vendor.

8. If a vendor wished to include security settings (so that their documents are “read-only”), that is acceptable provided that Tacoma Power can view and print from the file.

F. DESIGN DETAILS

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

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.

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

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

1.2 QUALITY ASSURANCE PROGRAM

The Contractor shall provide and submit for approval their Quality Assurance Program and its documentation. The program shall be approved by the City prior to commencement of fabrication.

1.3 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed by the City, or others as the City may designate and as the construction situation may dictate. The City inspector will be responsible for ensuring that the contractor is complying with the contract plans and specifications.

Testing shall be as specified in the technical provisions of this specification.

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 120 volt single phase power at the Mayfield Powerhouse or at a location specified by the engineer for the contractor's use. (Other voltages may also be made available upon request and approval.) The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

B. TELEPHONE SERVICE
The City will not provide telephone service for the contractor. Mobile telephone service is available at the site but not at the Powerhouse.

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

D. SANITARY FACILITIES
Housing shall be provided for the sanitary necessities of all persons employed on the project, beginning with the first person employed and shall be of the chemical type. Such conveniences shall be erected and maintained by the contractor, in the number, manner, and place approved by the engineer immediately upon commencing work. The Sanitation Laws of the State of Washington and any applicable county sanitary laws shall be complied with.

E. TEMPORARY FIRE PROTECTION
Provide temporary fire protection until permanent systems supply fire protection needs.

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

1.2 JOB SHACK

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

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

The City will provide an open storage area to the contractor near the project office. The contractor will restore the storage area to its original condition at the end of the job. The contractor will provide security, as necessary, to safeguard its materials and machinery during construction. There will be a limited dry storage area inside the powerhouse.

1.3 ROADWAY AND TRAFFIC CONTROL

A. TRAFFIC COORDINATION

Road width, parking and open areas are extremely limited at the Mayfield Powerhouse. These areas are to be kept clear and their use shall be coordinated with the hydroproject staff.

1.4 SECURITY AND ACCESS

A. GENERAL

This section includes
1. Security program
2. Entry control
3. Restriction and operational control

B. SECURITY PROGRAM

Contractor shall comply with Tacoma Power’s security policies and procedures and take adequate precaution to protect Tacoma Power’s property and employees.

C. ENTRY CONTROL

1. Procedures for the entry and exit of contractor’s personnel and materials shall be determined at the preconstruction meeting.

D. RESTRICTIONS AND OPERATIONAL CONTROL

1. Access for Materials: Every effort shall be made to deliver materials to the construction area during the hours of 6:30 a.m. to 4:00 p.m.

2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.


1.5 SAFETY

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

A. WORK HAZARD ANALYSIS

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor’s Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.
This report shall be completed and submitted to the engineer before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

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

B. WORKING CLEARANCES

The City shall identify a designated a safe and de-energized area to facilitate the contractor's work that is required in this specification. The contractor shall maintain, at all times, safe distances from energized 230 kV and/or 115 kV power lines. These distances and relevant lines will be discussed during the preconstruction meeting.

1.6 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

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

- Installing temporary walls or barriers to completely divide or separate the work area from ongoing Tacoma Power operations.
- Other work and barrier requirements as directed by the engineer to provide separation between the contractor's work area and ongoing Tacoma Power operations.
- The contractor shall take any measures, including but not limited to the ones listed below, to protect adjacent areas and quadrants from the affects of construction.

1.7 DUST CONTROL

The contractor shall take strong measures to prevent unnecessary dust. The generators in the powerhouse are extremely vulnerable to dust, and metal dust is particularly damaging.

1.8 POLLUTION CONTROL

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

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

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

A. WORKMANSHIP

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

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

B. MATERIALS

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

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

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

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

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

2. Deliver with labels and written instructions for handling, storing, protecting, and installing.

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

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

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

1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

A. SALVAGE TO TACOMA PUBLIC UTILITIES

(Not Used)

B. PROPERTY OF CONTRACTOR

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor.
Materials deemed to be non-salvageable by the engineer's representative shall be disposed by the contractor to a legal dump site obtain by him. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

END OF SECTION
1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

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

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

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

B. FINAL DOCUMENTATION

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

1. "AS-BUILT" Drawings

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

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

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

2. Maintenance and Operation Manuals

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

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

The electronic manual shall be formatted as follows:

a. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.

b. Manuals should be scanned at 300 DPI minimum.

d. All .PDF files should be scanned at using Optical Character Recognition (OCR)
e. A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.

f. Manuals that consist of multiple volumes should be submitted as individual files.

g. Manuals comprised of several sections or chapters should be bookmarked by the vendor.

h. If a vendor wished to include security settings (so that their documents are “read-only”), that is acceptable provided that Tacoma Power can view and print from the file.

3. All Guarantees and/or Agreements

   a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.

6. Electrical Contractors Test Results as Specified

7. Final Clean Up

   After all trades have completed their work, and just prior to acceptance, the general contractor shall:

   a. Inspect for and remove all loose items and debris.

   b. Vacuum clean the horizontal surfaces of the crane, including those not directly affected by the scope of this specification.

   c. Solvent wipe clean any spilled lubricants.

   d. Leave the entire crane perfectly clean and ready for service.

   i. Removal of all temporary facilities and contractor equipment.

   j. Remove labels that are not permanent.

   k. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication.

   l. Clean the site. Sweep paved areas and walkways. Remove stains, spills, and foreign deposits.

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

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

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

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require notification, coverage, or waste management under Environmental Protection Agency, Department of Ecology, Regional, County or City of Tacoma regulation triggered by work performed by the contractor or under the direction of the contractor which may include but not limited to; demolition of building structure or structural members of a building, removal of lead or asbestos bearing materials (including suspected lead or asbestos bearing) or coatings removal activity on City of Tacoma owned property, structures, and/or buildings during project process.

A. This section is to establish minimum responsibilities and requirements to be used when demolition, abatement, or coatings removal, and/or lead/asbestos materials are generated by the contractor.

1. All demolition, abatement, and coating removal activities shall be managed in accordance with the standards in WAC 173-400, WAC 173-476, CFR 40 and Regional Air Agency regulations based on project location.

2. All contract activities occurring on City of Tacoma owned property inside King and Pierce County shall be managed in accordance with the standards in City of Tacoma Municipal Code Title 12, Department of Ecology Phase I Municipal Stormwater Permit, and City of Tacoma Stormwater Management Plan.

3. All waste generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303, WAC 173-350, Regional Air Agency regulations based on project location and all additional waste handling requirements of this contract.

B. The contractor shall assume the following:

1. Responsible for securing permits/notice/registration and all associated permits/notice/registration requirements triggered by work performed by the contractor or under the direction of the contractor

2. Responsible for securing transfer/partial coverage for any existing permits/notice/registration triggered by work performed by the contractor or under the direction of the contractor

3. Responsible for closure of all permits/notice/registration and associated permits/notice/registration secured by the contractor or under the direction of the contractor

4. The cost of permits/notice/registration associated plan development, sampling, reporting and requirements shall be considered as part of the execution of this contract and shall be incidental to the specific proposal item

5. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling, storage, and disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location. All waste handling, storage, and disposal cost shall be incidental to the specific proposal item.
1.2 DEMOLITION AND LEAD/ASBESTOS ABATEMENT

A. DEMOLITION

1. The contractor shall be responsible for ensuring a lead and asbestos survey has been completed for all structures scheduled for demolition prior to work beginning.
2. The contractor shall be responsible for ensuring all lead and asbestos materials are abated per this contract prior to demolition work beginning.
3. The contractor shall be responsible for securing notification under the Department of Ecology or Regional Air Agency regulations, based on project location, for all demolition activity.
4. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to; prevent air quality violations, waste generation minimization, containment of demolition debris/process material, and prevent contamination of surrounding areas.
5. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations.
6. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
7. The contractor shall be responsible for disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location.
8. The contractor shall be responsible for all Notices of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
9. The contractor shall report the results of all agency permit inspections and Notice of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt.
10. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Regional Air Agency regulations, based on project location, Department of Ecology, and Environmental Protection Agency inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work resuming.

B. ASBESTOS AND LEAD ABATEMENT

1. The contractor shall be responsible for securing notification under the Department of Ecology or Regional Air Agency regulations, based on project location, for all abatement activity.
2. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to; prevent air quality violations, waste generation minimization, containment of abatement debris/process material, capture and collection of all abatement generated waste materials, and prevent contamination of surrounding areas.
3. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations.
4. Analyses shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination.

5. The contractor shall be responsible for disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location.

6. The contractor shall assume responsibility for all reporting required by the Department of Ecology or Regional Air Agency regulations, based on project location.

7. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor related to abatement activity.

8. The contractor shall report the results of all agency inspections and Notices of Violation to the City of Tacoma Project Engineer within 5 business days of receipt.

9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Regional Air Agency regulations, based on project location, Department of Ecology, and Environmental Protection Agency inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

1.3 COATINGS REMOVAL AND APPLICATION

1. The contractor shall be responsible for securing notification, approvals, and permits required under the Department of Ecology or Regional Air Agency regulations, based on project location, for all coatings application and removal activity.

2. The contractor shall be responsible for meeting all applicable City of Tacoma Stormwater Management Plan (SWMP) requirements triggered by work performed by the contractor or under the direction of the contractor

3. The contractor shall be responsible for development, implementation, and management of all plans, programs, procedures, and Best Management Practices triggered by work performed by the contractor or under the direction of the contractor to prevent violation of air quality standards.

4. The contractor shall develop a written plan describing in detail each permit, SWMP, or Regional Air Agency regulation, based on project location, requirement to be met during the project, with a schedule of completion dates, responsible positions, and task description/function that will be used to meet the permit and SWMP requirements. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

5. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to prevent air quality violations, waste generation minimization, containment of debris/process material, and prevent contamination of surrounding areas.

6. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations.
7. The contractor shall be responsible for disposal requirements in accordance with
the Waste Management standards provided by the City of Tacoma and WAC 173-303
8. The contractor shall assume responsibility for all reporting required by the
Department of Ecology or Regional Air Agency regulations, based on project
location
9. The contractor shall assume responsibility for all Notice of Violation and agency
enforcement actions resulting from the contractor activity or activity under the
direction of the contractor
10. The contractor shall report the results of all agency inspections and Notices of
Violation to the City of Tacoma Project Engineer within 5 business days of receipt
11. The contractor shall develop a written Corrective Action plan describing in detail the
Non-compliance event, current status of compliance and steps(s) and process(es),
with a schedule of completion dates, that will be used to bring project activity into
compliance for all City of Tacoma, Regional Air Agency regulations, based on
project location, Department of Ecology, and Environmental Protection Agency
inspections and Notice of Violation identifying non-compliance status. The
Corrective Action plan shall be provided to the City of Tacoma Project Engineer
within 10 business days of receipt of permit inspections and Notice of Violation
notice. City of Tacoma Project Engineer must review and approve the plan prior to
any work starting

1.5 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed when dealing with Demolition,
Abatement and Coatings Application/Removal:

1. Washington State Legislature 90.48 RCW and Department of Ecology Chapters 173-
-303 WAC, 173-460, WAC, 173-476 WAC, 173-490 WAC,
3. City of Tacoma Municipal Code Title 12
4. Regional Air Agencies
   i. Puget Sound Clean Air Agency Regulation I & III,
   ii. Southwest Clean Air Agency Regulation 400, 476, 490, & 493
   iii. Olympic Region Clean Air Agency Rule 6.3, 8.2, 8.3, 8.5, 8.6, & 8.7

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, designation, and/or disposal of hazardous materials and hazardous wastes which may include; soil and hazardous substances.

A. This section is to establish minimum practices to be used for the generation (including soil excavation), handling, storage, and disposal of potentially hazardous materials that may be encountered, and/or generated by the contractor.

1. All non-hazardous solid wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.

2. All hazardous materials and wastes generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.

B. The contractor shall assume the following:

1. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling and disposal requirements in accordance with the standards in WAC 173-303.

2. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of contaminated and/or hazardous materials and hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

1.2 MANAGEMENT AND ANALYSIS OF WASTES

A. HAZARDOUS MATERIALS/WASTES

1. The contractor shall be responsible for appropriately handling, transporting and disposing of all hazardous wastes generated and/or encountered under this contract.

2. The contractor shall be responsible for the sampling and analysis of all waste materials (waste streams) generated.

3. Hazardous wastes must be sampled, analyzed, and profiled in accordance with Washington Department of Ecology waste designation requirements as codified in WAC 173-303.

4. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.

5. The contractor shall report all proposed waste characterizations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the evaluation process and methods, If an alternative is proposed the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.
6. The contractor shall report all proposed hazardous waste disposal locations with the engineer prior to any waste transportation and/or disposal efforts are performed. The contractor may deviate from this approach only after providing a written work plan describing in detail the handling, storage, and disposal location(s) and process(es) that will be used. If an alternative handling, storage, or disposal method is proposed, the City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

7. Testing and waste characterizations may not be required if the waste materials are managed under a Department of Ecology approved recycling exemption (e.g. recycling of scrap steel without removal of coating, recycling of used concrete).

### 1.3 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed for the removal of soils, hazardous materials, and stormwater management:

A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC


C. Code of Federal Regulations Chapters 29 and 40.

### PART 2 EXECUTION

#### A. HAZARDOUS MATERIALS/WASTES

1. The contractor shall perform a baseline study for each work area where hazardous materials will be disturbed.
   
i. The contractor shall include all aspects of the environment local to the job site.
   
ii. The contractor shall submit a plan showing test locations and results to the engineer prior to commencement of work involving the disturbance of hazardous materials at the job site.

   iii. Upon completion of work, including demobilization, the contractor shall perform a post-baseline study and shall submit the study to the engineer.

   iv. The City will not make final payment for work until the engineer has received and reviewed the post-baseline study.

2. All hazardous waste removal work shall be performed by workers that have completed all required training activities and are knowledgeable in the removal of hazardous waste materials.

3. The contractor shall follow all requirements of the above codes and regulations to protect all people who may enter the work area during hazardous waste removal.

4. All requirements of the county health department(s) shall be followed at all times.

5. The contractor shall furnish and require use of respiratory equipment and special protective clothing for all employees exposed to airborne contaminants or other hazardous materials.

6. The contractor shall be responsible for the removal, encapsulation and disposal of all hazardous waste materials disturbed, managed, and/or generated under this contract.
7. If applicable and/or requested by the engineer, the contractor shall include a copy of their lead/asbestos abatement program, management policies and procedures in the Contractor’s Work Hazard Analysis Report. The Report shall be submitted to the City for the preconstruction conference in accordance with Section 01500 – Construction Facilities and Temporary Controls.
SECTION 41 22 13.13 – BRIDGE CRANE CONTROLS UPGRADE

PART 1 GENERAL

1.1 SECTION INCLUDED
A. The section provides the requirements for the design, manufacture, shop assembly, shop testing, installation and field-testing requirements for a controls upgrade for the bridge crane located in the Mayfield powerhouse.

B. The crane is used to rebuild and perform maintenance on the hydro units in the building.

C. This item(s) is to be designed, manufactured, and installed by the contractor and its subcontractors consistent to this specification.

1.2 SERVICE DESCRIPTION
A. The crane handles the stator, generator rotor and turbine runner during a major rebuild of a hydropower unit. Each of these loads are large and heavy but require precision handling and locating of these pieces. They weigh at or near the crane capacity of 170 Tons. Personnel handling these items during maintenance operations depend on this precision control for their safety.

1.3 SUBMITTALS
A. GENERAL
1. Furnish submittals in accordance with the requirements of Section 01300 – Contractor Submittals.
2. Submittals shall be approved prior to construction.
3. Fabricating without approved submittal drawings shall be at the risk of the contractor.
4. All submittal data shall be the same size for any group of information and shall be bound or in three-ring binders as appropriate. All information shall include a Table of Contents and be indexed and tabbed with reference to the specific section of the specification. Digital submittals are acceptable and shall be in PDF format.
5. Design and Documentation
6. Custom-prepare engineer sealed Shop Drawings.
7. All calculations, drawings, procedures and manuals shall be overseen and sealed by a Professional Engineer licensed in the State of Washington.

B. ENGINEERING DATA
1. Submit Engineering Data in accordance with Section 01300 – Contractor Submittals.
2. Product Technical Data: Submit technical product specification sheets for each system component and device which include all data needed to prove compliance with this specification. Clearly indicate the exact model of each component to be provided.
3. Manufacturer’s Drawings and Catalog Cut Sheets.
   i. Submit catalog cuts or photocopies of applicable pages of bulletins or brochures for mass-produced, non-custom manufactured material.
   ii. Stamp or number the catalog data sheets indicating the project name, applicable drawing, or specification section and paragraph, model number, and options.
4. If catalog cut sheets or published materials include information not applicable to the item furnished, the Contractor shall rule out all superfluous data. Indicate all options or accessories to be provided and cross out or strike through those not to be provided. Indicate part numbers to be ordered with all options.

5. Drawings or data indicating "optional" or "as required" equipment will not be accepted.

6. Cross out options not proposed or delete from the Shop Drawings.

C. ENGINEERING CALCULATIONS:

1. Submit electrical, structural and mechanical calculations for all portions of the crane affected by the upgrade. Calculations shall be signed by a Washington Registered Professional Engineer.

2. Mechanical calculations shall include horsepower, speed, and sizing calculations for motors, reducers, brakes, couplings and shafting details for each of the following systems:
   i. Bridge travel
   ii. Trolley travel
   iii. Main Hoist
   iv. Auxiliary Hoist

3. Electrical calculations shall include:
   i. Load calculations
   ii. Voltage Drop
   iii. Selective Coordination, limited to 0.1 seconds

4. Harmonic Calculations, with the Point of Common Coupling considered at the feeder breaker supplying the crane.

D. PRE-CONSTRUCTION SUBMITTALS:

1. General:
   i. Submit design drawings for all equipment prior to ordering or fabrication. No deviations from the submittals as approved shall be permitted and any materials purchased prior to approval shall be at the sole risk of the Contractor. Drawings shall include a General Arrangement showing all new hardware.
   ii. All drawings shall be created electronically using 2-D AutoCad software. Mechanical Shop drawings can be created using Solidworks software.
   iii. Provide electronic drawing files in *.DWG format.
   iv. All electrical drawings must be reviewed and approved by a Registered Professional Engineer (P. E.). Each approved drawing must bear the reviewing engineer’s P.E. stamp.
   v. All drawings shall be a maximum ANSI size D and use TACOMA POWER layering conventions. Drawings shall include mounting details of all motors, brakes, and electrical equipment.
   vi. Cross out options not proposed or delete from the Shop Drawings.

2. Mechanical Shop drawings:
   i. Submit all drawings required for the construction of the system. Mechanical shop drawings shall be to scale and fully dimensioned and shall provide sufficient detail to clearly indicate the arrangement of equipment and its components.
   ii. The drawings shall show plan, elevation and sectional views along with all other pertinent data.
   iii. Mechanical Shop Drawings (complete set) shall include, but not be limited to, the following:
      a. General arrangement drawing of crane, trolley, electrical items and machinery pedestal mounting details that show clearances and envelope.
b. Installation drawings and procedures.
c. Shipping and pre-installation handling diagrams.
d. Data sheets showing capacities, ratings, weights, and performance data.
e. Complete material lists stating manufacturer, brand name, and part number of each item or class of material.
f. Front, side, rear elevations, and top views with dimensional data.
g. Component data shall include complete description including P/N and all options selected.
h. Method of anchoring, seismic requirements, weight.
i. Types of materials and finish.
j. Test reports, including wire rope certification and pull-to-failure test.

3. Equipment/Material List
   i. An equipment list must be submitted as a part of the design and approved by the City prior to construction. At a minimum, the equipment list must include the following sections:
      ii. Motor List: Detailed listing of all motors used in the crane system.
          a. List shall include the motor designator (for drawing references), motor functional description, motor control method (VFD, starter, etc), motor horsepower, motor type, motor voltage, enclosure rating, motor efficiency, mounting style, gearbox ratio, brake information, encoder information (if applicable), manufacturers part nos., and all optional motor/gearbox features.
   iii. Device List: Detailed listing of all electrical devices used in the system. The device list shall be divided into two groups, field devices and control panel devices.
   iv. Excluding the motors, the Field Device List shall include all electrical devices mounted external to the control panel (limit switches, motor brakes, motor heaters, lights, horns, push buttons, encoders, etc.). The list shall include the device designator (for drawing references), device functional description, signal type (digital input or output), voltage and rating, manufacturer’s part nos., and all optional features.

4. Panel Layouts and Bill of Materials
   i. The Panel Layout drawings with Bill of Materials will serve to communicate the general layout of the electrical panel being constructed and provides an itemized list of components with associated part numbers.
   ii. The panel layouts and bill of materials have the following characteristics:
   iii. The Bill of Materials do not include cables, insulated wires, ferrule crimps, strippers, and other materials required for internal wiring of the electrical components.
   iv. It is the responsibility of the contractor to provide the proper wiring equipment and tools to complete the panel constructions and remain in accordance with the provided wiring diagrams and compliant with UL508A standards.
   v. Each electrical component is called out inside of the bill of material as designated by the item number shown on the panel layout.
   vi. Unless otherwise noted, all measurements are in feet and inches from a particular reference point.
   vii. Cut-out details for panels with face mountings are listed on the panel layouts. In some cases, a separate drawing shows the cutout details.
   viii. Wireways are marked as AC and DC on the layout drawings.
   ix. All panel equipment must be installed in accordance with the manufacturer’s recommendations according to the provided user’s manuals.
5. Wiring Diagrams

The Wiring Diagrams serve as detailed instructions for internal wiring of each electrical panel. The panels must be constructed according to the panel layout drawings. The wiring diagrams have the following characteristics:

i. The component placements on the wiring diagrams should match the physical placement of components on the constructed panels as closely as possible.

ii. Each electrical component inside the wiring diagram must have device designator. This is a 3 – 4 letter abbreviation that is unique to that electrical panel.
   a. For example, a circuit breaker is abbreviated as CB#, where # is the circuit breaker number inside that panel. If there is a CB1 within a panel, it is the only circuit breaker abbreviated as CB1 inside that particular panel.

iii. Each electrical component inside the panel must be labeled with the device designator either on the backplane near the device or directly on the device.
   i. The devices must be labeled as listed on the wiring diagrams and the labels must be made clearly visible.

iv. Terminal strips are treated as an electrical device and are abbreviated as TA through TZ.
   a. Each terminal block within a terminal strip has a unique number associated with it.
   b. Every terminal number on each device is unique to that device and is clearly labeled on the wiring diagram. For example, on a terminal strip, each terminal is clearly numbered and unique to that terminal strip.
   c. Terminal #5 on terminal strip TC would be abbreviated as TC-5. As another example, terminal 2 on circuit breaker #1 is abbreviated as CB1-2.
   d. Some electrical components have sub-components. For example, most VFD’s (Variable Frequency Drives) have multiple terminal strips and each terminal on the terminal strip has a unique number designation.
   e. Terminal #1 on terminal strip TA on VFD #1 is abbreviated as VD1-TA-1. However, on that same VFD, there can be a terminal #1 on terminal strip TB and it is abbreviated VD1-TB-1.
   f. Given the examples above, the terminal abbreviations can be summed up as follows:

   **ELECTRICAL COMPONENT # – SUBELECTRICAL_COMPONENT # [If Applicable] TERMINAL_NUMBER**

v. Wire colors and wire sizes must be called-out on the wiring diagrams.
   a. For the wire color and size call-outs, the first two letters describe the color followed by the wire size separated by a dash.
   b. The legend below describes the annotation used:

   **Annotation:**

   XX-##

   XX = COLOR ABBREVIATION

   ## = WIRE SIZE (AWG)

   **Color Abbreviations:**

   BE = Blue

   YW = Yellow

   BK = Black
GY = Grey

Examples:

YW-16 is a #16AWG Yellow wire
BE-14 is a #14AWG Blue Wire

vi. Each terminal on the wiring diagram that has a wire attached to it shows the destination terminal in the form of the abbreviation examples above.
   a. The source and destination terminals reference each other. For example, if there is a wire running between TA-1 and TB-1.
   b. TA-1 will reference TB-1 to denote there is a wire running from TA-1 to TB-1. Likewise, TB-1 will reference TA-1 to denote that there is a wire running from TB-1 to TA-1.
   c. In some cases there are cable terminations (rather than a single conductor insulated wire) that run between multiple terminals.
   d. The number designations on the wires follow the E1 (K1) color code.

6. Schematic Diagrams

The Schematic Diagrams provide a high level overview of the electrical circuit. They show interconnections between multiple electrical components and devices. While wiring diagrams serve as wiring instructions to the panel fabricator or repair technician, schematic diagrams serve as a tool for communicating circuit function and troubleshooting. The schematic diagrams have the following characteristics:

i. Each component on the wiring diagram is labeled with its corresponding device designator.
ii. A short description is provided with each label on the schematic to support understanding of its use.
iii. Each component has a reference to the panel, equipment, or location of placement.
iv. Terminal Numbers are listed according to the wiring diagrams.
v. A legend is provided to provide descriptions for acronyms and device designators.
vi. Additional notes are included to explain and expand circuit operational details.
vii. Reference Drawing numbers are provided for cross referencing multiple schematic drawings.
viii. Cross references are provided for electrical devices shown in multiple areas on the current sheet, or on different sheets of the schematic drawing set.

For example, an interposing relay coil will reference the drawings where the used contacts are located. Spare contacts, while not used, are still shown and marked as spare. Likewise, the contacts will reference the location of the relay coil (typically referenced on the legend).

i. The positive power supply reference is typically shown across the top of the page and the negative/common reference is typically shown across the bottom of the page.

ii. NOTE: Any fabrication or other Work performed in advance of Supplier’s receipt of review comments from the City shall be entirely at Supplier’s risk.

E. TECHNICAL MANUALS

1. Submit complete information in accordance with the requirements of Section 01300 – Contractor Submittals.
2. Operating and Maintenance Data:
i. Include a project information sheet including hydropower project name, building, and Contractor contact information. Include name, address, and phone number of the service representative to be called in the event of equipment failure. Include a Statement of Guarantee including date of termination. (See Warranty below)

3. Include installation, operation, and maintenance documentation for all equipment and devices, including the bridge, trolley, hoists, power and control circuit conductors, safety and control mechanisms, and all other parts and services as defined in this specification. Documentation shall include manufacturer’s model number, manufacturer’s installation instructions, frequency of inspection, recommended cleaning methods and materials, testing methods, and calibration tolerances. In the event such manuals are not obtainable from the manufacturer, it shall be the responsibility of the Contractor to compile and include them. Advertising brochures shall not be used in lieu of the required technical manuals.

4. The maintenance and operating manuals shall include key component breakaway pictures for ease of parts ordering, catalog cut pages, part numbers, and sub-assembly details.

5. Include copies of all testing forms completed for this project.

6. Include Recommended Spare Parts List

7. Operation and Maintenance manuals shall be submitted in print as well as in electronic PDF format. Two printed copies shall be provided.

8. As-Built Drawings:
   i. Prepare as-built drawings recording any modifications made in the field.
   ii. Furnish the drawings to the Engineer in accordance with the requirements of Section 01300 – Contractor Submittals.
   iii. The Contractor shall be responsible for marking up the project drawings as construction progresses to indicate the ‘As-Built’ condition of the project where deviations exist to the contract documents/design or clarification is required.

F. WARRANTY

1. Upon completion of the work the contractor shall supply the City with a single-source warranty of U.S. origin direct from the manufacturer.

2. Submit written reports on each service or inspection to the Project Manager during the warranty period.

3. During the warranty period, all copies of the drawings and manuals shall be updated to include all changes which were required to solve problems covered by the warranty.

4. Warranty period shall be three (3) years.

G. FACTORY ACCEPTANCE TEST PROCEDURE

1. A factory acceptance test F.A.T procedure shall be submitted to and approved by the City prior to testing.
   i. Provide the latest drawings.
   ii. Provide a list of every point-to-point wire connection to be inspected, include a column to have the control panel fabricator, design engineer, and city of Tacoma engineer initial.
   iii. Provide a list of relays and controls on the wireless remote and cab controls to be inspected and actions to observe include a column to have the control panel fabricator, design engineer, and city of Tacoma engineer initial.

H. PRE-COMMISSIONING SUBMITTALS

1. Submit an Operator’s Manual and a Test Procedure prior to performing functional testing. The Test Procedure shall include a comprehensive test plan.
2. Operator's manuals: Submit for the specific crane furnished.
3. Testing Procedure: Submit a testing procedure to be used to verify compliance with this specification.
4. Load Test Plan: Submit a plan to provide rated load testing in support of commissioning as well as a 120% capacity load test, not to exceed 125%. Provide the calibration certification for the load cell used during test.
5. Safety Plan for certification testing
6. Manufacturer's Installation Instructions: Submit for all components being provided under this section.
7. Manufacturer's Directions: Follow manufacturer's directions covering items not shown on the drawings or specified herein. Manufacturer's directions do not take precedence over the contract drawings and specifications. Where these are in conflict with the drawings and specifications, notify the Project Manager for clarification before installing the work.

I. FINAL INSPECTION AND LOAD TEST
1. Inspection and Rated Load Test Reports: Submit inspection reports and operational and rated load test reports in accordance with ANSI B30.2.
2. Project Record Documents:
3. The contract drawings shall be submitted with the Contractors' markings which record the installed conditions from which Tacoma Power will produce the "as-builts". Show actual locations of all system components and affected equipment.
4. Submit all electronic files developed for this project (in their native format) including shop drawings, operator's manuals, test procedures, programmable logic controller code, and variable frequency drive configurations.
5. Submit the crane certification documentation.

J. CRANE CERTIFICATION LETTER
1. There shall be a named Chief Engineer who shall be responsible for the coordination of all the engineering disciplines that contributed to the design of the crane modernization.
2. This engineer shall certify, in writing with his seal, the crane design as a whole, that the integration of the various disciplines involved has been thoroughly reviewed and that the crane is ready for service as a complete and integrated system.
3. The crane upgrade installation shall also be certified by the same engineer.

1.4 QUALITY ASSURANCE
1. The Contractor shall submit for approval to the City Engineer, the quality assurance program and its documentation. The program shall be approved prior to fabrication.
2. The design and its documentation, including all calculations, drawings, procedures and manuals shall be overseen and sealed by a Professional Engineer licensed in the State of Washington.
3. The supplier shall have a quality control program in place. The program shall verify and document manufacturing compliance with industry standards and codes including AWS with its welder qualifications and procedures, as well as compliance with the drawings, including materials, hardness, dimensions, fits and tolerances.
4. As-built dimensions shall be documented for all mating items where a machine fit is present.
5. The quality assurance program shall address these and other issues to the satisfaction of the City Engineer.
6. The creation, revision and execution of the quality assurance program including the transmittal, handling and storage of records shall be considered incidental to the contract.
A. INSPECTION POINTS
1. The engineer or designee shall be free to stop by the fabricator anytime during the
   normal business hours and inspect the progress of the job.
2. The engineer shall be notified, in a reasonable period of time, of points of interest for
   inspection, final assembly, paint and shop test.
3. The engineer may also request other points for inspection.

B. DEFINITIONS
1. Terms used in this specification shall be used as in the Definitions of ANSI/ASME B30.2

1.5 DESIGN REQUIREMENTS
A. GENERAL
1. Design and manufacture a replacement controls system for the existing 170 ton capacity
top running double girder bridge crane located at Tacoma Power’s Mayfield Powerhouse
in Silver Creek, WA.
2. The crane control system upgrade shall include the bridge, trolley, main and auxiliary
hoists, power and control circuit conductors, safety and control mechanisms, and all
other parts and services as defined in this specification. In addition to material and
equipment specified, the contractor shall provide incidental materials to effect a
complete and functional installation.
3. The contractor shall provide design, engineering, all materials, labor, equipment, and
services required to remove existing motors and control system components and install
new AC motors, gearboxes (if required), and electrical controls for the crane.
4. Note: The existing DC main hoist motor is large and slow compared to today’s four pole
AC motors. There appears to be adequate room at the location of the existing motor for
it to be replaced with a gearbox-motor-brake combination that will match the existing
motors’ speed, torque, and power.

B. BRIDGE
1. The existing bridge end trucks, wheels, center-drive gearbox, and drive axles may be
retained and re-used with a new AC motor/gearbox combination.
2. The existing cab-mounted bridge foot operated brake shall be removed.
3. The bridge travel speed shall be infinitely variable and shall be controlled through a
speed range from 0 to 80 feet per minute (ref dwg M1-6001). The control system shall
provide smooth acceleration and deceleration with precise application of the brakes to
ensure load swings are minimized.

C. TROLLEYS
1. The existing trolley end trucks, wheels, center-drive gearbox and drive axles may be
retained and re-used by installing a new AC motor/gearbox combination in place of the
motor.
2. The existing trolley shoe brake shall be replaced with an equivalent AC brake system
from Mondel.
3. The trolley travel speed shall be infinitely variable and can be controlled through a speed
range from 0 to 30 feet per minute. The control system shall provide smooth acceleration
and deceleration with precise application of the brakes to ensure load swings are
minimized.
4. Trolley speed shall be controlled with an adjustable frequency drive with variable speed control and fully adjustable soft start and stop.
5. Trolley shall have adjustable stop travel limit switches and ramps.

D. HOISTS
1. The existing hoist drum, load hook, reeving blocks, hoisting cable, and hoisting gearboxes shall be retained and re-used with the new AC motor/gearbox combination.
2. The existing hoist shoe brake shall be replaced with an equivalent AC brake system from Mondel.
3. The main hoist travel speed shall be infinitely variable and can be controlled through a speed range from 0 to 5 feet per minute. The control system shall provide precise speed regulation regardless of load, and smooth acceleration and deceleration. The control system shall ensure precise application of the brakes to ensure no load droop, drift or drop at loads from empty to maximum capacity.
4. Encoder feedback to the drive shall be provided for the hoist motor.
5. Hoist speeds shall be independently adjustable via a variable frequency drive.
6. The auxiliary hoist shall be replaced and upgraded to a 5 Ton wire rope hoist. The auxiliary hoist travel speed shall be infinitely variable and shall be controllable through a speed range from 0 to 20 feet per minute. The control system shall provide precise speed regulation regardless of load, and smooth acceleration and deceleration. The control system shall ensure precise application of the brakes to ensure no load droop, drift or drop at loads from empty to maximum capacity. The auxiliary hoist low hook elevation shall match the main hoist low hook elevation of EL. 232ft. (ref. drawings M1-6001, MP-042)
7. Encoder feedback to the drive shall be provided for the hoist motor.
8. Hoist speeds shall be independently adjustable at the motor variable frequency drive.
9. The hoists and appurtenances shall be designed to withstand all stresses imposed under safe operating conditions while handling loads within the rated capacity. Load bearing parts shall be designed such that the static stress, calculated for rated load, shall not exceed 20 percent of the ultimate strength of the material, and fatigue stresses shall comply with CMAA-70.
10. All new bearings shall be heavy duty, anti-friction type with a minimum B10 life of 5,000 hours. Note this corresponds with a CMAA Class ‘C’ rating. Motor bearings shall be lifetime lubricated, sealed ball bearings.
11. All new gearing shall be forged heat treated alloy steel machined for smooth quiet operation. All gearing must meet AGMA quality class 8 and service class III specifications. No cast gears shall be permitted.
12. The hoists shall incorporate an upper weighted type limit switch automatically stopping the hoist motion when the block reaches its highest position.
   i. The weighted switch shall be the redundant upper Over-travel limit switch.
   ii. Control override shall be provided to provide for lowering the hoist out of an upper (redundant) limit trip condition.
   iii. The operator shall be notified of an upper (redundant) limit trip condition.
13. The hoists shall be equipped with rotary cam type limit switches with 4 micro-switches. The limit switch shall provide upper and lower limit of hoist travel and provide slow down prior to reaching upper and lower limit. The operator shall be able to lower the hoist out of an upper limit condition and raise out of a lower limit condition. This is in addition to the aforementioned upper Over-travel travel limit switch.
14. Electric hoist controls shall comply with NFPA 70 requirements for the application being considered and shall include control circuit breakers and contactors mechanically and electrically interlocked.
15. Control functions of hoist, trolley, and bridge travel must be simultaneously operable.

**E. GENERAL ELECTRICAL**

1. Coordinate demolition or testing of existing crane feeder with Mark Dean, 253-779-7558.
2. One (1) 480 VAC, 60 Hz, 3-phase, 3-wire (plus equipment ground) supply circuit originating from the main switchboard will supply power to the crane and related controls.
3. Harmonic distortion limits shall be limited to distortion limits listed in the current edition of IEEE 519. Point of Common Coupling shall be considered to be the first disconnect after the city provided breaker to the crane.
4. Location of new runway conductor system shall be on the same side of the powerhouse as the existing runway conductors.
5. Contractor shall be responsible for providing all necessary control power transformers, motor controls, overcurrent protective devices, etc. and a main disconnecting means operable without having to open the enclosure.
6. Visual flashing alarm indicator must signify when crane is in motion.
7. Audible alarm indicator must signify when crane is starting motion prior to motion.
8. Wiring diagrams and schematic diagrams shall be supplied for all electrical controls.
9. Control and power circuits must be designed according to UL 508.
10. Design task lighting in cab to illuminate surfaces in accordance with the recommendations of IES.
11. All electrical wiring shall be in accordance with the latest requirements of the National Electric Code (NFPA 70) and OSHA Standards. All wiring exterior to enclosures shall be in rigid steel conduit with bushings.

**F. CONTROLS**

1. All existing bridge crane controls shall be replaced in their entirety.
2. All crane motions shall be capable of being controlled independently from either a cab-mounted control station or from a radio remote control (belly box), only one of which may have control at any one time as selected by a master switch.
3. AC controls shall be provided with an under-voltage device which will disconnect all motors from the line on failure of power or brownout and will not permit any motor to be restarted until a reset switch or push-button is operated.
4. All crane components to be designed for a 480V, 3 phase, 3 wire, Delta system. The control power shall be either 120VAC supplied from a control power transformer with protective circuit breakers or 24VDC supplied from a 480VAC to 24VDC power converter with protective circuit breakers.
5. The Color Code for 480 VAC wiring is: AØ = brown, BØ = yellow, CØ = orange, insulated equipment ground = green or green/yellow stripe.
6. Crane 480 VAC power shall be fed from the facility by runway conductors spanning the length of the bridge travel.
7. Power and control circuits from the bridge mounted control panels to the trolley, main hoist and auxiliary hoist shall be routed through a flat festoon cable management system.
8. All control wiring shall be 120 VAC or 24 VDC, #14 minimum size, MTW or better in conduit or within panels.
9. All wiring to be color coded and all terminal strips and wires to be identified with markings consistent with the drawings.
10. All wiring between enclosures to terminate on field wiring terminal strips at both ends, except where not practical at small field devices. Field terminal strips aren't required for circuit breakers and large power contactors. Splicing of wires to make connections is forbidden and not acceptable.

11. If a PLC is used for control it shall meet the requirements below and in the product requirements in section 2.4.E.
   i. Programmable logic controllers (PLC’s) hardware and software shall be unlocked and not be password protected.
   ii. PLC code shall include comments describing the purpose of what each rung or portion of code is.
   iii. PLC code shall be coded in Ladder Logic, Structured Text, or sequential function chart. Function Block will not be allowed.
   iv. Any Add-on-Instructions used shall be unlocked and no security applied.

12. Design of new Cab Controls shall meet the following requirements:
   i. Equip the cab-mounted control station with a master switch to allow the operator to select the required control location, either from the cab-mounted control panel or from the remote radio control (belly box). Depending on switch position, the master switch will isolate all control inputs from the radio receiver or cab-mounted control station from each other.
   ii. Equip the cab-mounted control with a hoist Over Travel Limit bypass button. When held depressed, this bypass button will only allow the operator to move the hoist downward away from the weighted up Over Travel Limit switch.
   iii. The cab control station shall include a power on light, twist on & push off switch (E-Stop) and infinitely variable joysticks for the bridge, the trolley, the main hoist and the auxiliary hoist. The joysticks shall require maintained pressure in the fwd/rev and up/down positions and spring-return to the center (off) position when joystick pressure is released.
   iv. The cab control station shall have complete control of all crane functions including turning crane power on and off. Provide a red light on the cab-mounted control station to indicate that power is applied to the crane.
   v. Arrangement of cab controls shall be as shown on Figure 5.7.3a from CMAA 70.
   vi. Provide an amber light on the cab-mounted control station to indicate a fault of one or more of the VFDs within the crane control system.
   vii. Provide a push button on the cab-mounted control station to reset fault conditions on one or more of the VFDs within the crane control system.

1.6 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. GENERAL:
   1. The following documents form part of theSpecifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
   2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.

American Bearing Manufacturers Association (ABMA)
   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings
   2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings

ASME International (ASME)
   1. ASME B30.16 - Overhead Hoists (Underhung)
2. ASME B30.2 - Overhead and Gantry Cranes
3. ASME B30.10 - Hooks
4. ASME B30.19 - Cableways
5. ASME HST-4M - Performance Standards for Overhead Electric Wire Rope Hoists

American National Standards Institute (ANSI)

American Society for Testing and Materials (ASTM)
1. ASTM A 123/A 123M - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
2. ASTM A 153/A 153M - Zinc Coating (Hot-Dip) on Iron and Steel Hardware
3. ASTM A 193/A 193M - Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service
4. ASTM A 194/A 194M - Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service
5. ASTM A 307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
7. ASTM A490 - Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength
8. ASTM A 563M - Carbon and Alloy Steel Nuts (Metric)
9. ASTM HST-4 - Performance Standard for Overhead Electric Wire Rope Hoists

American Welding Society (AWS)
1. AWS D1.1 - Structural Welding Code, Steel
2. AWS D14.1 - Specifications for Welding Industrial and Mill Cranes

Illuminating Engineering Society (IES)

Institute of Electrical and Electronics Engineers (IEEE)
1. IEEE 519 – Standard for Harmonic Control in Electrical Power Systems
2. IEEE 1584 – Guide for Performing Arc-Flash Hazard Calculations

International Electrotechnical Commission (IEC)
1. IEC 60529 – Degrees of Protection Provided by Enclosures (IP Code)

National Electrical Manufacturers Association (NEMA)
1. NEMA ICS-8 - The electrical equipment shall meet NEMA ICS-8 Classification requirements for crane construction except where higher grade devices are specified.
2. NEMA 250 – Enclosure Types

National Fire Protection Agency (NFPA)
2. NFPA 70E – Standard for Electrical Safety in the Workplace

Society of Automotive Engineers International (SAE)
1. SAE J 534 - Lubrication Fittings
Crane Manufacturers Association of America specification
1. CMAA 70 - Specifications for Top Running Bridge & Gantry Type Multiple Girder Electric Overhead Traveling Cranes
3. 29 CFR 1926 - Subpart H, OSHA Construction Standards, Materials Handling, Storage, Use, and Disposal Subpart
6. All reference specifications will be the latest revision unless otherwise agreed to by the City.

Underwriters Laboratory (UL)
1. UL 98 – Enclosed and Dead-Front Switches
2. UL 508 - Industrial Control Equipment
3. UL 508A - Industrial Control Panels

1.7 TESTS
1. Furnish necessary testing equipment including test weights as items incidental to the Contract.
2. Perform load testing and full functional testing. Cost of the testing, including replacement parts, corrective action, and labor shall be considered incidental to the Contract.
3. Provide wire rope certification test report.

PART 2 PRODUCTS

2.1 ACCEPTABLE CRANE MANUFACTURES

A. MANUFACTURER LIST
1. Abell-Howe Crane, 10321 Werch Drive, Ste 100, Woodridge, IL 60517
   Phone: 800-366-0068
2. American Crane & Equipment, 531 Old Swede Road, Douglassville, PA
   Phone: 610-385-6061
3. Bushman Equipment Inc., W133 N4960 Campbell Dr., Menomonee Falls, WI 53051
   Phone: 800-338-7810
4. David Round, Inc., 10200 Wellman Road, Streetsboro, OH 44241
   Phone: 800-535-2725
5. K & N Electric, 415 N Fancher Road, Spokane Valley, WA 99212
   Phone: 509-838-8000 or 800-346-6867
6. Konecranes Inc., 4401 Gateway Boulevard, Springfield, OH 45502
   Phone: 262-207-1808 or 937-525-5533
7. Spanco Inc., 604 Hemlock Road, Morgantown, PA 19543
   Phone: 425-747-2191

B. SUBSTITUTIONS
1. Substitutions must fully comply with the Specification.
2.2 BRIDGE CRANE

A. GENERAL

1. Standard Products: Materials and equipment shall be standard products of manufacturers regularly engaged in the fabrication of cranes and hoists.
   i. Any company licensed by a crane and hoist manufacturer to manufacture cranes and hoists bearing their name shall have the design and components approved by the licensor prior to submission to the City for approval.
2. Welding: Welding shall be in accordance with AWS D1.1 or other nationally recognized codes as applicable.
3. A list of recommended spare parts shall be provided in the operations and maintenance manual.
4. Provide equipment and materials that are new and are the products of experienced and reputable manufacturers in the industry.
5. Provide equipment and materials listed by UL and bearing the UL label, where UL requirements apply.
6. Provide similar items in the work as products of the same manufacturer.
7. Provide equipment and materials of industrial grade standard of construction.

B. CRANE STRUCTURE AND COMPONENTS

1. The crane structure and components shall conform to accepted engineering and manufacturing practices and standards relative to design, capacity, and quality of materials including CMAA 70.
2. All antifriction bearings shall be of the commercially standard type as specified herein and shall have not less than a 10,000-hour fatigue life rating at 90% reliability. Ball and roller bearing ratings shall be in agreement with ABMA 9 or ABMA 11, as applicable, and shall be determined for maximum thrust and radial loads developed at the rated capacity. Bushings, where permitted, shall be grooved to distribute the lubricant.
3. Means for lubrication shall be in accordance with the manufacturer's standard practice. The lubricating points shall be easily visible and accessible. Hydraulic lubrication fittings shall be in accordance with SAE J 534. Where use of high-pressure lubricating equipment, 1,000 psi or higher, will damage grease seals or other parts, a suitable warning shall be affixed to the equipment in a conspicuous location.

C. NAMEPLATES

1. Each major component of new equipment shall have the manufacturer's name, address, type or style, model or catalog number, and serial number on a metal plate secured to the equipment.
2. Rated load of the hoist shall be marked in accordance with ASME B30.16.
3. Direction arrows for North, South, East and West shall be clearly marked on the trolley, bridge and lower block.

D. MOUNTING HARDWARE

1. Non-structural fasteners and strut shall be stainless steel.
2. Assemble stainless threaded fasteners with silver grade anti-seize lubricant.
2.3 MECHANICAL PRODUCTS

A. GEARBOXES
1. Gear boxes shall be steel or ductile iron. All gearing shall be forged heat-treated alloy steel machined for smooth quiet operation. All gearing must meet AGMA quality class 8 and service class III specifications.
2. Existing gear boxes shall be inspected and serviced as the inspection may dictate.
3. Motors mounted to gearboxes shall be ‘C’ face mounted.

B. BRAKES
1. Bridge and trolley shall have electrically operated fail safe brakes, either disc type or drum.
2. Brakes shall be sized for the full load torque of the motor plus a safety factor. For hoists the brakes should be capable of holding 150% of rated load. For bridge and trolley, the brakes should bring a full capacity load to a complete stop within a distance in feet of 10% of the maximum travel speed stated in feet per minute (calculated at maximum rated travel speed). - i.e. within CMAA guidelines.
3. Provide bridge and trolley brake sizing calculations.

2.4 ELECTRICAL PRODUCTS

A. GENERAL
1. Supplier shall supply all data related to the electrical components in this bid that are needed to make proper Arc Flash calculation per NFPA 70E and IEEE-1584 standards. This data includes, but is not limited to: time-current curves, short circuit data, bus material, impedances, reactance and X/R ratios.

B. ENCLOSURES
1. Electrical enclosures and junction boxes must be designed to meet UL508 industrial control panel standards.
2. Electrical enclosures and junction boxes shall be rated for the environment for which they are installed. Interior enclosures shall be NEMA 12. Exterior enclosures shall be Stainless steel and rated NEMA 4X or IP66/67 (waterproof and corrosion proof).
   i. Stainless enclosures and junction boxes shall not be painted.
3. All enclosures shall be equipped with removable hinged doors with neoprene gaskets, shall be in full compliance with the National Electric Code for size, be readily accessible and doors shall be fully openable to 90 degrees.
4. All enclosures shall have an engraved plastic name plate (to be secured with screws, not glue or double back tape) with 1/4" engraved lettering on the exterior with the appropriate marking i.e. Main Disconnect, Main Line and Bridge Control, Trolley Control, Hoist Control, etc.
5. Fiberglass or polycarbonate enclosures or junction boxes are not allowed.
6. Enclosures containing 480V must be supplied with a disconnect means. The disconnect means must be interlocked with the enclosure door to prevent opening the door unless the switch is in the “off” Position.
   i. In the off position, the Disconnect will cut off 480VAC power into the enclosure (except where it lands on the primary side of the disconnect).
   ii. The disconnect switch shall have provisions for locking in the “Off” Position and a means to bypass the interlock to enter the enclosure without disconnecting.
C. **MOTORS**

1. All variable speed motors shall be squirrel cage type, totally enclosed, inverter duty. Motors shall be provided with lifetime lubricated anti-friction bearings, unless otherwise specified.
2. Motors shall be totally enclosed with class F insulation, specifically designed for hoist service capable of starting and operating under any condition within the designed capacity and provided with thermal overload protection.
3. Motors shall be 60-minute duty.
4. Motors shall be equipped with thermal protection.

D. **DISCONNECT SWITCHES**

1. Provide a crane runway conductor disconnect switch at floor level that shall be the Point of Connection for connection to Tacoma Power’s power system. Location shall be coordinated on site and approved.
   i. Heavy-Duty, non-fused, safety switch
   ii. Enclosure: NEMA 12, painted galvanized steel
   iii. Rating: 600V, amperes and horsepower to meet or exceed load of the crane or the feeder size, whichever is greater.
   iv. Listing: UL 98
   v. Lockable in the open position
   vi. Blades visible through viewing window without opening the enclosure for visual confirmation of open switch
2. A heavy duty, horsepower rated, fused, disconnect switch shall be provided on the crane at the closest entry point to the crane from a maintenance platform. The disconnect switch will shut off all power to the crane and provide a local Lockout/Tagout (LOTO) point and safe environment for maintenance activities onboard the crane.

E. **PROGRAMMABLE LOGIC CONTROLLERS**

1. Programmable Logic Controllers (PLC) shall be Allen Bradley ControlLogix 1756-L8x Series or Compact Logix 5069-L3x Series, no exceptions.
2. Input/Output (I/O) Modules used in conjunction with a PLC shall be Allen Bradley ControlLogix I/O Modules, Compact 5000 I/O Modules, or Compact I/O, no exceptions.
3. All PLC’s or PLC programs shall be unlocked and have no password protection to allow future changes by Tacoma.
4. All PLC programs & parameters shall be submitted in native format upon final commissioning.

F. **VARIABLE FREQUENCY DRIVES**

1. Variable Frequency Drives (VFD) shall be Allen Bradley PowerFlex 755 TS or TR Series, no exceptions.
2. Each VFD shall be equipped with an appropriately sized line reactor. Reactors shall be a minimum of 3% impedance.
3. VFDs shall be equipped to monitor their respective motor thermal sensors and detect motor overtemperature conditions.
4. Main and Auxiliary Hoist VFDs shall be equipped with an encoder feedback option and configured to provide torque proving mode of operation. Sensorless vector control is not allowed.
5. All VFDs shall be equipped with an appropriately sized external braking resistor. The braking resistor shall be housed in a screened enclosure with a corrosion resistant finish. The braking resistor shall be equipped with an over temperature thermal switch. When activated by over temp conditions, the thermal switch shall generate a fault condition and stop drive motion until the temperature returns to normal.

6. The main hoist and auxiliary hoist VFDs shall also be equipped with an external brake control module that monitors the drive DC bus and activates the external braking resistor as necessary.

7. Each VFD must include a Human Interface Module (HIM).

8. All VFDs shall be unlocked and have no password protection to allow future changes by Tacoma.

9. All VFD programs & parameters shall be submitted upon final commissioning.

G. ELECTRICAL POWER RAIL

1. Manufacturer:
   i. Electrobar,
   ii. Conductobar,
   iii. Vahle,
   iv. or approved equal.

2. Electric power rail shall be fully insulated and supported on insulators and brackets, be OSHA and UL approved. All conductors shall be individually enclosed with spring loaded collector shoes running on the underside. All wire attachments to the collectors shall be fully insulated, protected from harm, and securely attached.

H. RADIO CONTROL

1. Manufacturer of radio controls shall be Remtron, or approved equal.

2. Control voltage for receivers shall be 120VAC or 24VDC.

3. A minimum of four (4) spare output control relays must be supplied on the receiver for future control considerations.

4. Use isolated relay contacts for the outputs of the radio control which shall be compatible with the VFD or PLC inputs. Triac or solid state type contacts are not acceptable.

5. The radio remote control shall use rechargeable batteries. A spare battery with battery charger shall be provided.

6. Radio control to be a belly-box type and have the following features:
   i. Key operated power on & off switch
   ii. Power on/battery monitor light
   iii. Variable reversing joysticks for infinitely variable VFD control of:
      a. Bridge
      b. Trolley
      c. Main Hoist
      d. Aux Hoist
   iv. Power-on/horn button
   v. Drive fault reset with drive fault indicating light
   vi. Up overtravel indicating light.
   vii. Hoist travel limit bypass button.
      a. When held depressed, this bypass button will only allow the operator to move the hoist downward away from the weighted-up over-travel limit switch.
I. CAB CONTROL
1. The cab control station shall have complete control of all crane functions including turning crane power on and off.
2. Control Switches, Pushbuttons, and Pilot Lights shall be:
   i. Manufacture: Allen Bradley, or approved equal.
   ii. Control Switches, Pushbuttons, and Pilot Lights shall be 30.5 mm heavy-duty, oil tight construction. Pilot light shall be full voltage, push-to-test type with LED lamps.
   iii. Master Selector Switch for Cab Control or Remote:
         a. Depending on switch position, the master switch will isolate all control inputs from the radio receiver or cab-mounted control station from each other.
         b. Shall be a 3-position switch for Off, Cab Control, and Remote.
   iv. Over Travel Limit Bypass Button:
         a. When held depressed, this bypass button will only allow the operator to move the hoist downward away from the weighted up Over Travel Limit switch.
   v. Radio Operated Indicating Light:
         a. Provide a Blue Light, on the cab control panel which will light whenever the crane is being operated by radio control.
   vi. Powered On Indicating Light:
         a. Provide a flashing Red Light on the cab control panel which will light whenever the crane is in motion.
   vii. Faulted Indicating Light:
         a. Provide a flashing Amber Light on the cab control panel which will light whenever a fault exists such as faulted VFDs and upper weighted overtravel limit switch.
   viii. E-Stop:
         a. The cab control station shall include a power on light, twist on & push off switch
3. Variable Joysticks
   i. Manufacture: J.R. Merritt, or approved equal.
   ii. Four single axis joysticks will be provided one for each direction, the bridge, the trolley, the main hoist and the auxiliary hoist.
   iii. The joysticks shall be infinitely variable and require maintained pressure in the fwd/rev and up/down positions and spring-return to the center (off) position when joystick pressure is released.
J. LIGHTING
1. Radio Operated Indicating Light.
   i. Provide a Blue Light, under the crane which will light whenever the crane is being operated by radio control. The light shall be visible from all directions under the crane.
2. Powered On Indicating Light.
   i. Provide a flashing Red Light under the crane which will light whenever the crane is in motion. The light shall be visible from all directions under the crane.
3. Faulted Indicating Light.
   i. Provide a flashing Amber Light under the crane which will light whenever a fault exists such as faulted VFDs and upper weighted overtravel limit switch. The light shall be visible from all directions under the crane.
4. Under Bridge Lighting.
   i. High-bay, LED, manufacturer and model to match new plant high-bay luminaires, or approved equal.
5. Cab Task Lighting  
   i. Manufacturer:  
      a. HE Williams, or approved equal.  
   ii. Series:  
      a. 75R, or approved equal.  
   iii. Light Source: LED  
   iv. Voltage: 120-277V (UNV)  
   v. Lumens: to achieve designed lighting levels  
   vi. Color Temperature: 3500K  
   vii. Color Rendering Index (CRI): 80, minimum.

PART 3 EXECUTION

3.1 INSTALLATION

1. Installation will be in conformance with manufacturer’s written instructions.  
2. Electrical equipment shall be installed plumb and level. Drawout equipment carriages,  
circuit breakers, and other movable components shall operate free and easy without  
binding or distortion.

3.2 GENERAL

A. INCIDENTALS

1. Provide materials and incidental required for a complete and operable system, even if  
not required explicitly by the Contract Documents.

B. WORKMANSHIP

1. Install materials and equipment in strict accordance with the printed recommendations of  
the manufacturer, and using workers skilled in the work.  
2. Coordinate installation in the field with other trades in order to avoid interferences.

C. PROTECTION OF EQUIPMENT AND MATERIALS

1. Fully protect materials and equipment against damage from any cause.  
2. Cover materials and equipment, both in storage and during construction, in such a  
manner that no finished surfaces will be damaged, marred, or stained during shipping,  
handling, or storage.  
3. Keep moving parts clean and dry, or lubricated as appropriate.  
4. Replace or refinish damaged materials or equipment, including faceplates as part of the  
work.

D. ELECTRICAL PANEL CONSTRUCTION AND WIRING REQUIREMENTS

1. The construction of the panels and internal wiring must follow the following guidelines as  
a minimum requirement:  
   i. All panels must be constructed according to the electrical drawings, UL508A and  
   UL 508C standards, and NEC Electrical Code.  
   ii. Place AC and DC wires inside separate wireways. Clearly label the AC and DC  
   wireways on the layout drawings. Use the following color code for AC and DC  
wiring.  

      BLUE (BE) – 125VDC  
      YELLOW (YW) – 24VDC
BLACK (BK) – 480VAC  
GREY (GY) – 120VAC

2. Unless otherwise noted, all internal wiring must be rated to withstand a minimum temperature of 90 degrees C.
   i. Use wire type XHHW-2 or MTW.
3. All wire termination ends must have a ferrule crimp attachment to allow tighter torque regulation at the termination and to prevent unintentional conductor strands from sticking out. Use Burndy Type YF-I (or Engineer approved equal).
4. All terminations must be tightened to the required torque in accordance with UL508A standards.
5. The terminal blocks of a common terminal strip will be labeled with their respective position number to aid in troubleshooting and to facilitate accurate connection of wires.
6. Provide a wire label at each device termination.
   i. Each wire requires two identical labels, one at each end of the wire. Using the device designator system described above, the wire label must indicate both the termination point and indicate the source of the wire (at the opposite end).
   ii. As an example, assume a wire runs between terminal TA-1 and terminal CB1-2. The wire label would be placed at the connection at both TA-1 AND at CB1-2. The label at both ends of this wire would read as follows (the order is not important):


<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TA-1</td>
</tr>
<tr>
<td>CB1-2</td>
</tr>
</tbody>
</table>

7. Arrange labels on wires at a common terminal strip such that all label text reads in the same orientation. Label text should be positioned on the wire so that it can be read without disturbing or manipulating the wire or any adjacent wires.
8. Cable terminations will be marked similarly. As an example, Cable# 3369, conductor #1 is connected to terminal TA-1. The wire label should read as follows:


<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3369-1</td>
</tr>
<tr>
<td>TA-1</td>
</tr>
</tbody>
</table>

9. All wire labels must be wipe resistant, polyolefin material that can withstand ambient temperatures from -50 degrees C to 130 degrees C.
   i. Use black text on a white label.
10. On any panel that has motor control involved, place a UL approved panel label.

3.3 EQUIPMENT IDENTIFICATION

1. Provide a nameplate, clearly visible from the ground, stating the capacity, manufacturer, and serial number.

3.4 CLEANING

1. Before final acceptance, thoroughly clean the structure of oil, grease and other contaminants.
2. Apply touch-up paint to scratches and mars in the surface finish

3.5 FACTORY ACCEPTANCE TESTING

1. Following the construction of all control panels, the contractor must organize a Factory site visit. This site visit will consist of a shop acceptance test at the site of the panel fabricator. The shop acceptance test will consist of the following guidelines where applicable before the control panels can be shipped and for integration into the final crane system:
i. Submit a Factory acceptance test F.A.T

ii. A thorough check will be made to ensure the control system was wired according to engineered drawings.

iii. A check will be made of component placement to ensure components were placed according to manufacturer’s recommendations and fastened properly to the back panel or face of the panel.

iv. The panel will be powered with all the circuit breakers and fuse holders open.
   a. With power supplied to the main, one by one, the circuit breakers and fuse holders will be closed to ensure there are no wire shorts.

v. With the panel powered up, voltage and current flow checks will be performed to verify the control circuit integrity.

3.6 COMMISSIONING

1. The supplier shall execute the field test procedure that shall accomplish commissioning of the crane, including load testing. Field-testing shall be coordinated with the City Engineer.

2. The supplier shall perform a load test at 120% rated load as per ASME B30.16.

3. Supply of the test weight is the scope of the Contractor.

4. The field test shall demonstrate the full operating envelope with 100% of the rated load, and demonstrate all features of the hoist.

5. The Contractor shall demonstrate on-site all the functions of the equipment specified in this section and verify that they are working properly. All costs associated with on-site commissioning shall be considered incidental to the contract.

6. The contractor shall perform any and all adjustments or modifications required for the proper functioning of this equipment.

7. Functions to be demonstrated as applicable include travel controls, speeds, travel limits, hoist controls and speeds, hoist limits, brakes, ability of brakes to hold the required loads. Adjusting and setting of these parameters to the satisfaction of the City engineer shall be considered incidental to the contract.

8. The items above will be accomplished in the context of a Field Acceptance Test to be presented to the City engineer for approval.

A. FIELD TESTING

1. The Contractor shall provide all labor and equipment necessary to perform a comprehensive acceptance test of the crane prior to the acceptance testing witnessed by Tacoma Power and defined below. The Contractor shall complete the testing forms submitted and approved in the Pre-Commissioning Submittals. The contractor shall submit to the Project Manager three (3) copies of all test results, certified in writing, witnessed, signed and dated, within 24 hours of completion of work.

2. Under the supervision of Tacoma Power, the contractor shall provide all labor and equipment necessary to certify the performance of the crane. The contractor shall contact Tacoma Power to schedule the certification at least two weeks prior to the date of certification testing.

3. The crane shall be certified in accordance with ANSI 830.2.0 – 1976 and OSHA Title 29, Chapter 17, Part 1910.

4. Safety: The crane certification testing shall be performed in accordance with an accepted Safety Plan for this project to be submitted by the contractor well in advance of the test with time for the owner to review.

5. Crane Inspection: Prior to load testing, the following shall be inspected to verify that they are operative and in like-new condition:
i. Hoisting motors and brakes.
ii. Trolley travel and brakes.
iii. Bridge travel and brakes.
iv. Hoist limit switch.
v. Steel hoisting ropes and hook.

6. Holding Brake Load Test:
   i. Select a location for the load tests where a falling test load will not cause any damage if the brakes do not hold. The location shall also be convenient to make measurements of crane hook movements.
   ii. If there is only one holding brake, the test load shall be 120 percent of the rated capacity of the hoist. If there are two holding brakes, the test load shall be 100 percent of the rated capacity of the hoist. Each holding brake shall be test loaded independently.
   iii. The test load shall first be raised three inches off the load support to check the brake. The test load shall then be raised eighteen inches off the floor, the hoist stopped, and the load checked for downward drift. Record the downward drift of the test load after one minute of the holding brake being set. This test shall be performed twice for each holding brake.
   iv. The test load shall then be raised thirty-six inches off the floor. The test load shall then be lowered eighteen inches at maximum lowering speed, the holding brake set, and the load checked for downward drift. Record the downward drift of the test load after one minute of the holding brake being set. This test shall be performed twice for each holding brake.
   v. If the test load drifts downward more than 1/4 inch within one minute of the holding brake being set during any of the tests, the holding brake shall be adjusted. The tests shall be repeated until the downward drift is less than 1/4 inch within one minute of the holding brake being set, during all tests of all holding brakes.

7. Operational Tests:
   i. The test load for these tests shall be 75 percent of the rated capacity of the hoist.
   ii. Raise and lower the test load. Verify the hoisting and lowering speeds of the hoist and verify the proper operation of the limit switch.
   iii. Raise the test load three feet off of the floor and move it transversely from side to side of the building. Verify trolley travel speeds and stops on bridge track rails.
   iv. Raise the test load three feet off of the floor and move it longitudinally from end to end of the building. Verify bridge travel speeds and stops on crane track rails.

8. The crane will not be accepted until all tests described in this section have been performed to the satisfaction of the Project Manager. Any tests that cannot be performed due to circumstances beyond the control of the contractor shall be exempt from the system acceptance requirements if stated as such in writing by the Project Manager. Such tests shall be performed as part of the crane warranty.

9. Any unsatisfactory condition revealed by these test results, or unsatisfactory methods of tests and/or testing apparatus and instruments, shall be corrected by the contractor to the satisfaction of the Project Manager.

10. The Project Manager reserves the right to require that the contractor perform and repeat any tests that are deemed necessary to complete or check the tests or the certified records of the contractor at any time during the course of the work. The contractor shall correct any unsatisfactory portion of his work that is revealed by the tests or that may be due to progressive deterioration during this period, unless the item in question was a direct specification.
B. **ELECTRICAL TESTING**

1. Test Hoist, Trolley and Bridge VFDs under full load and no load conditions. Verify that temperature within VFD enclosures are still within tolerance after full load tests.
2. Verify operation of all Cab and Radio controls. Verify that they operate independently of each other and that they do not interfere with each other.
3. Verify that Radio controls work correctly from any point within the operating envelope of the crane.
5. Verify that electrical maintenance of all control enclosures can be performed from the maintenance platform.

### 3.7 TRAINING

1. The supplier shall provide the services of a field service representative to assist the City with training of the jib crane.

---

**END OF SECTION**
### GENERAL

**Main Line Circuit Breaker** Item # (in cab)
**Main Host Operation Thru Master Switch** Item # (in cab)
**A.A.A.** Item # (in cab)
**A.A.** Item # (in cab)
**Bridge T.** Item # (in cab)

**Points Requiring Lubrication**

<table>
<thead>
<tr>
<th>Component</th>
<th>Lubrication Instruction</th>
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<tbody>
<tr>
<td>Trolley Travel</td>
<td>1. Grease fittings to wheels, axle, roller bearings</td>
</tr>
<tr>
<td></td>
<td>2. Grease fittings to trolley, sheaves, sheave shaft</td>
</tr>
<tr>
<td></td>
<td>3. Grease fitting to bridge, roller bearings</td>
</tr>
<tr>
<td></td>
<td>4. Open gears at wheels, Oil lubrication</td>
</tr>
<tr>
<td></td>
<td>5. Grease fitting to overhead, bearing, motor, - Oil</td>
</tr>
<tr>
<td></td>
<td>6. Grease fitting to cord sheave, Oil</td>
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</tbody>
</table>

**Brake Travel**

- 1. Brake pedal - Oil
- 2. Brake pedal - Oil
- 3. Brake pedal - Oil

**Brake**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Hydraulic Foot Post**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Drive Motor**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Hydraulic Foot Post**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Summary Note**

- Check oil level in gear case on trolley travel motor
- Check oil level in gear case on overhead motor
- Check oil level in gear case on bridge motor

**Hydraulic Foot Post**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Hydraulic Foot Post**

- 1. Grease fitting to wheels, axle, roller bearings
- 2. Grease fitting to trolley, sheaves, sheave shaft
- 3. Grease fitting to bridge, roller bearings
- 4. Open gears at wheels, Oil lubrication
- 5. Grease fitting to overhead, bearing, motor, - Oil
- 6. Grease fitting to cord sheave, Oil

**Summary Note**

- Check oil level in gear case on trolley travel motor
- Check oil level in gear case on overhead motor
- Check oil level in gear case on bridge motor

**APPENDIX A**

- 1. Major Project Division
- 2. 125-21
- 3. 250-23

**APPENDIX B**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX C**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX D**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX E**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX F**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX G**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX H**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX I**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX J**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX K**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX L**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX M**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX N**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX O**

- 1. A.S.A. 250-23
- 2. 250-23

**APPENDIX P**

- 1. A.S.A. 250-23
- 2. 250-23
NOTE: AREA SHOWN MUST BE CUT AWAY KEEP CLEAR TO A DEPTH OF 2-1/8 IN IF SURFACE FOR LEVER CLEARANCE

LIMIT 5 LIMITING HOLES

NOTE: THIS DWG APPLIES TO DUST TIGHT, WEATHER PROOF & WATER TIGHT SW.

65° TRAVEL TO OPERATE SWITCH 90° TOTAL TRAVEL

NORMAL POSITION OF LEVER

LEVER MOVEMENT FOR NO OR NC CONTAC.

NOTE: "THIS DWG ETC" ADDED 8-25-60 DICKMAN 8-25-60 TRUS

APPROVED
AS TO GENERAL REQUIREMENTS
CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES

DATE 5/21/61 BY C. W. COPE

M1-6039
ITEM 5
S.O. 58-X-378

QUANTITY 1
APPARATUS TYPE REG HOLEY "UP-STOP" LIMIT SWITCH

OUTLINE 225-A-769
INST. LEAF 11-15-076-6 (TO BE SUPPLIED BY D.O.)

7 POUNDS TO:
STAR IRON & STEEL CO.
435 EAST 11TH ST.
TACOMA, WASHINGTON
ATTN: EDWARD M. ALLEN, PRESIDENT

1 PRINT TO TACOMA OFFICE — H. W. LORENZ

CC SEATTLE D.O. — R. E. WALKER
CC BUFFALO CONTROL D.O. — F. C. BUTLER
CC BUFFALO CONTROL WEST— FILE IN 20 FOLDER 58-X-378

Received
Dec 1 1960

STAR IRON & STEEL CO.

Received
Feb 6 1961

PROJ ENGR
PHASE REVERSAL PROTECTIVE RELAY PANEL

OUTLINE (NEMA I)

WESTINGHOUSE

4 IN. DIAM. MOUNTING HOLES (4)

FRONT VIEW

SIDE VIEW

M1-6040
Class 13660 Crane Control, in MEMA I enclosure, for 5 & 20 HP, 400V, 3-Phase, 60-Cy.

- 113047 Sub 1 Wiring Diagram 5HP and 20HP (1)
- 113661 " 3 Line 25 Outline Dwg. 5HP & 20HP (1)
- O.S. 12795, Fig. 1, Assy. & Rel. Outline 5HP (1)
- " 26 " " " 20HP (1)
- 3EH 1540A Limit Switch G.E. Co. #438-K (2)
- D-1794 Item 6 Furnace Master Switch (2)
- 327C233 Sub 6 Fig. 6 Bridge Limit Switch (1)
- Cy-100-400 Sub 1 Wiring Diagram Phase Rev. Protective Panel (1)
- 441LA-244 Sub 1 Outline Dwg. Phase Rev. Protective Panel (1)

7 set prints - Star Iron & Steel Co., 435 E. 11th St.
Tacoma 2, Wash., ATT: Mr. Edw. M. Allen

1 set prints - Tacoma Office - H. W. Loren

Seattle Wash. Office - R. E. Walker
" " " - Engrg. - W. E. Swanson

NOTE: Design changes or delay in approval will extend shipment promise. Maintenance of this schedule shipping date depends on receipt of approval by Westinghouse not later than

FOR CONSTRUCTION
FOR INSTALLATION
FOR REFERENCE

R. E. Walker - 3451 N. Marginal Way - Seattle 4, Wash.

PRINTS ARE THE PROPERTY OF THE WESTINGHOUSE ELECTRIC CORPORATION AND ARE LOANED SUBJECT TO RECALL AT ANY TIME.
DRAWINGS ARE NOT NECESSARY TO SCALE.
Class 13660 Crane Control, in MEBA I enclosure, for 5 & 20 HP, 440V, 3-Ph., 60-Cy.

1132047 Sub 1 Wiring Diagram 5HP and 20HP (1)
1132091 Sub 2 Line 25 Outline Dwy. 5HP & 20HP (1)
D.S. 12795 P/N 1 Assy. 6 Res. Outline 5HP (1)
D.S. 12795 P/N 2 Assy. 6 Res. Outline 20HP (1)

GEN 1540A Limit Switch G.E. Co. #438-1 (2)
D-19794 Item 6 Furnace Master Switch (2)
4272315 Sub 3 Fig. 6 Bridge Limit Switch (1)

CP-102-409 Sub 1 Wiring Diagram Phase Rev. Protective Panel (1)
CP-112-264 Sub 1 Outline Dwy. Phase Rev. Protective Panel (1)

7 sets prints - Star Iron & Steel Co., 435 E. 11th St., Tacoma, Wash., ATT R. M. Allen
1 set prints - Tacoma Office - H. W. Loren

Serling Wash. Office - R. H. Walker
Chgs. C&A Plant Send O.S. - R. C. Arndt

[Signature]
PROJ ENGR

[Signature]
REVIEWER

[Signature]
RECEIVED

[Signature]
TRANSMITTED

[Signature]
PRINTED

[Signature]
TECHNICAL REVIEW

[Signature]
RECEIVED
APPLICATION: ONE 170-TON OVERHEAD TRAVELING CRANE, FOR MAYFIELD POWER HOUSE
CITY OF TACOMA
MAYFIELD PROJECT
LEWIS COUNTY, WASH.

ITEM #7: S# 451D253904 CAT-321 TYPE RD, 3 POLE, SINGLE THROW, 30 AMP.
QUICK MAKE QUICK BREAK, NON-FUSIBLE 250 VOLT, SAFETY SWITCH
IN NEMA 1 ENCLOSURE.

OUTLINE DRAWING - 451D 582 Line 2

ITEM #15: SIM. TO S# J3225 ABI BREAKER, 225 AMP, 3 POLE, 600 VOLT, J-FRAME,
EXCEPT WITH 440 VOLT A.C. SHUNT TRIP MOUNTED IN NEMA 1 ENCLOSURE.
FOR MAIN POWER SUPPLY SWITCH FOR CRANE. CONSISTS OF:
ITEM #15A: S# 455D758933 "SK" ENCLOSURE
ITEM #15B: SIM. TO S# 46A8101022 J3225 EXCEPT WITH 440V-60CYCLE SHUNT TRIP.
S.O. 24F 3315

OUTLINE DRAWING - 455D 761 Line 7

ITEM #16: CAT. S# J3175 TYPE ABI BREAKER, 175 AMP, 3 POLE, 600 VOLT, J-FRAME
IN NEMA 1 ENCLOSURE. FOR MAIN HOIST MG SET. CONSISTS OF:
ITEM #16A: S# 455D758933 "SK" ENCLOSURE
ITEM #16B: S# 46A8101020 J3175 BREAKER

OUTLINE DRAWING - 455D 761 Line 7

NOTE #2: 7 COPIES MAILED TO:
START IRON & STEEL CO,
435 EAST 11TH STREET
TACOMA, WASH.

ATTN: EDWARD M. ALLEN
1 T/Srial TO: SEATTLE OFFICE - R.E. WALKER
1 COPY MAILED TO: TACOMA OFFICE - R.W. LOREN

SEND APPROVAL OR INQUIRIES TO WESTINGHOUSE 361
DISTRICT ORDER CORRESPONDENT - R.E. WALKER

R.E. WALKER 3651 EAST MARION WAY
SEATTLE 1, WASH.
Class 13660 Crane Control, in NEMA I enclosure, for 5 & 20 HP, 440V., 3-Ph., 60-Cy.

Li 3C047  Sub 1  Wiring Diagram 5HP and 20 HP (1)
Li 3C091  "  3-Line 25 Outline Dwg. 5HP & 20 HP (1)
D-8 12795  Pg. 1, Assy. 6 Res. Outline 5HP (1)
  "  "  26  "  20 HP (1)
GEM 1540A Limit Switch G.E. Co. #438-K (2)
D-1794 Item 6 Furnace Master Switch (2)
47727235 Sub 8 Fig. 6 Bridge Limit Switch (1)
CG-108-440 Sub 1 Wiring Diagram Phase Rev. Protective Panel (1)
CG-112-286 Sub 1 Outline Dwg. Phase Rev. Protective Panel (1)

7 sets prints - Star Iron & Steel Co., 435 E. 11th St.
Tacoma 2, Wash., ATTN: Mr. Edw. H. Allen

1 set prints - Tacoma Office - H. W. Loren

Seattle Wash. Office - R. E. Walker
Chgo. EH&F Plant - Fred. O.S. - R. C. Arndt
  "  "  Engrg. - W. E. Swanson
Class 1360 Crane Control, in NEMA I enclosure, for 5 & 20 HP, 440V., 3-Ph., 60-Cy.

113047 Sub 1 Wiring Diagram 5HP and 20HP (1)
113041 Sub 2 Line 25 Outline Dwg. 5HP & 20HP (1)
8-1295 Fig. 1 Assay. 6 Res. Outline 5HP (1)
26 " 26 " 20HP (1)
GBM 1540A Limit Switch G.E. Co. #438-K (2)
D-1794 Item 6 Furnace Master Switch (2)
427C235 Sub 8 Fig. 6 Bridge Limit Switch (1)
CG-108-400 Sub 1 Wiring Diagram Phase Rev. Protective Panel (1)
CG-11A-264 Sub 1 Outline Dwg. Phase Rev. Protective Panel (1)

7 sets prints - Star Iron & Steel Co., 435 E. 11th St., Tacoma 2, Wash., ATTN: Mr. Bow, W. Allen

1 set prints - Tacoma Office - H. W. Lorenz
Class 13660 Crane Control, in MEMA I enclosure, for 5 & 20 HP, 440V, 3-Ph, 60-Cy.

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<th>Item</th>
<th>Description</th>
<th>Quantity</th>
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<td>Sub 1 Wiring Diagram 5HP and 20HP (1)</td>
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<tr>
<td>113C001</td>
<td>3, Line 25 Outline Dec. 5HP &amp; 20HP (1)</td>
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<td>H.E. 12795, Pg. 1, Assy. 6 Res. Outline 5HP (1)</td>
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<tr>
<td>&quot; &quot;</td>
<td>26 &quot; &quot;</td>
<td>20HP (1)</td>
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<tr>
<td>GEM 1540A Limit Switch G.E. Co. #438-R (2)</td>
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<td>D-1794 Item 6 Furnas Master Switch (2)</td>
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<td>427C235, Sub 8, Fig. 6 Bridge Limit Switch (1)</td>
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<td>CG-10B-400 Sub 1 Wiring Diagram Phase Rev. Protective Panel (1)</td>
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<tr>
<td>CG-1LA-264 Sub 1 Outline Dec. Phase Rev. Protective Panel (1)</td>
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</tbody>
</table>

7 sets prints - Star Iron & Steel Co., 435 E. 11th St., Tacoma 2, Wash., ATTN: Mr. Edw. N. Allard

1 set prints - Tacoma Office - H. W. Loren
ITEM 3
SG 21-N-3033

MARK: DC MOTOR - PART OF SINGLE MOTOR DRIVE

FRAME 131, TYPE SK, 30 HP, 230 VOLTS, SLEEVE BEARING, REVERSIBLE MOIST DC MOTOR, 300/2000 RPM, OPEN SHUNT WOUND, SEPARATELY EXCITED FROM SELENIUM EXCITER, OPEN Dripproof ENCLOSURE, ONE (1) HR. 50°C RISE AT 500 RPM MOTOR BASE SPEED, SUITABLE FOR SPEED ADJUSTMENT FROM 0 TO 500 RPM BY ADJUSTABLE VOLTAGE CONTROL, CONSTANT TORQUE.

OUTLINE: 17B6900 SUB 2 (131-SK) DOUBLE EXT. SHAFT.

7 COPIES

STAR IRON & STEEL CO.
435 EAST 11TH ST.
TACOMA 2, WASHINGTON
ATTN: EDWARD H. ALLEN, PRES.

1 COPY TO TACOMA OFFICE - H. W. LORENZ

T/S TO SEATTLE C.C. - R. E. WALKER
T/S TO BUFFALO COS - E. ZBAECKS

RECEIVED
JUL 21 1960

STAR IRON & STEEL CO.
APPARATUS 12 AV, 60 HP AV DRIVE WITH PUSH-PULL MAGAMP REGULATOR, TO BE USED WITH OVERHEAD TRAVELING CRANE 170 TON HOIST.

SCH: 801-D-212 SUB - 3 SCHEMATIC DIAGRAM
SCH: 804-D-211 SUB - 2 MAGAMP WIRING DIAGRAM #1
SCH: 804-D-200 SUB - 2 MAGAMP WIRING DIAGRAM #2
SCH: 804-D-213 SUB - 3 CABINET WIRING DIAGRAM #1
SCH: 804-D-214 SUB - 2 CABINET WIRING DIAGRAM #2
SCH: 804-D-215 SUB - 3 EXTERNAL CONNECTION DIAGRAM
SCH: 150-A-275 SUB - 1 CABINET OUTLINE
SCH: 207-A-234

2 PRINTS TO:
TACOMA OFFICE
W. A. SMITH

CC SEATTLE O.O. - R. E. WALKER
CC BUFFALO SYS. CONT. O.O. - E. ZDANSKY
CC BUFFALO CONTROL VAULT, FILE IN O.O. FOLDER 57-X-647
ITEM 1A   S.O. 57-X-647

APPARATUS  12 AV, 60 HP AV DRIVE WITH PUSH-PULL MAGAMP REGULATOR. TO BE USED WITH OVERHEAD TRAVELING CRANE 170 TON HOIST.

804-D-212  SUB-3  SCHEMATIC DIAGRAM
804-D-211  SUB-2  MAGAMP WIRING DIAGRAM #1
804-D-200  SUB-2  MAGAMP WIRING DIAGRAM #2
804-D-213  SUB-3  CABINET WIRING DIAGRAM #1
804-D-214  SUB-2  CABINET WIRING DIAGRAM #2
804-D-215  SUB-3  EXTERNAL CONNECTION DIAGRAM
430-A-670  SUB-1  CABINET OUTLINE
209-A-234

2 PRINTS TO:
TACOMA OFFICE
W. A. SMITH

CC  SEATTLE O.S. R. E. WALKER
CC  BUFFALO SYSP. CONT. O.S. E. ZDANSKY
CC  BUFFALO CONTROL VAULT FILE IN S.O. FOLDER 57-X-647
ITEM 1A S.O. 57-X-647

APPARATUS 12 AV, 60 HP AV DRIVE WITH PUSH-PULL MAGAMP REGULATOR, TO BE USED WITH OVERHEAD TRAVELING CRANE 170 TON HOIST.

801-L-212 SUB - 3 SCHEMATIC DIAGRAM
801-L-211 SUB - 2 MAGAMP WIRING DIAGRAM #1
801-L-210 SUB - 2 MAGAMP WIRING DIAGRAM #2
801-L-213 SUB - 2 CABINET WIRING DIAGRAM #1
801-L-214 SUB - 2 CABINET WIRING DIAGRAM #2
801-L-215 SUB - 3 EXTERNAL CONNECTION DIAGRAM
520-A-979 SUB - 1 CABINET OUTLINE
209-A-234

2 PRINTS TO: VACOMA OFFICE
W. A. SMITH

CC SEATTLE D.O. - R. E. WALKER
CC BUFFALO SYS. CONV. O.S. - E. ZDANSKY
CC BUFFALO CONTROL VAULT - FILE IN S.O. FOLDER 57-X-647

PRINTS ARE THE PROPERTY OF THE WESTINGHOUSE ELECTRIC CORPORATION AND ARE LOANED SUBJECT TO RECALL AT ANY TIME.
DRAWINGS ARE NOT NECESSARILY TO SCALE.
**Item 1A**
S.O. 57-X-647

**Apparatus**
12 AV, 60 HP AV Drive with Push-Pull Magamp Regulator. To be used with overhead traveling crane 170 ton hoist.

<table>
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<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>804-D-212</td>
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<td>204-A-234</td>
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2 Prints To:
Tacoma Office

W. A. Smith

CC Seattle B.O. - R. E. Walker
CC Buffalo Sys. Cont. B.O. - E. Zdarsky
CC Buffalo Control Vault. File in S.O. folder 57-X-647
ITEM 1A  S.O. 57-X-647

APPARATUS  12 AV, 60 HP AV DRIVE WITH PUSH-PULL MAGAMP REGULATOR. TO BE USED WITH OVERHEAD TRAVELING CRANE 170 TON HOIST.

804-D-212  SUB-1  SCHEMATIC DIAGRAM
804-D-213  SUB-2  MAGAMP WIRING DIAGRAM #1
804-D-200  SUB-2  MAGAMP WIRING DIAGRAM #2
804-D-211  SUB-3  CABINET WIRING DIAGRAM #1
804-D-213  SUB-3  CABINET WIRING DIAGRAM #2
804-D-215  SUB-3  EXTERNAL CONNECTION DIAGRAM
209-A-234  SUB-4  CABINET OUTLINE

2 PRINTS TO:
TACOMA OFFICE
W. A. SMITH

CC SEATTLE S.O. - R. K. WALKER
CC BUFFALO SYS. CONT. O.S. - E. ZDANSKY
CC BUFFALO CONTROL VAULT, FILE IN S.O. FOLDER 57-X-647

DATED: 1/13/1962  PROJ ENGR
Drawings are in compliance with your specified requirements. Drawings "Approved" or "Approved with Modifications" authorize Westinghouse to proceed with manufacture. Modifications not in the contract or modifications made during or after drawing approval may result in a price change and/or shipment delay. To maintain shipping schedule, approved drawings must be received by Westinghouse no later than

S.O. 57-X-647

APPARATUS
12 AV, 60 HP AV DRIVE WITH PUSH-PULL MAGAMP REGULATOR, TO BE USED WITH OVERHEAD TRAVELING CRANE 170 TON HOIST.

SUB-X-3 SCHEMATIC DIAGRAM
SUB-X-2 MAGAMP WIRING DIAGRAM #1
SUB-X-2 MAGAMP WIRING DIAGRAM #2
SUB-X-2 CABINET WIRING DIAGRAM #1
SUB-X-2 CABINET WIRING DIAGRAM #2
SUB-X-3 EXTERNAL CONNECTION DIAGRAM
SUB-X-1 CABINET OUTLINE

PRINTS TO:
TACOMA OFFICE
W. A. SMITH

CG SEATTLE O.O. - R. E. WALKER
CG BUFFALO SYS. CONT. O.O. - E. JODARSKY
CG BUFFALO CONTROL VAULT FILE IN O.O. FOLDER 57-X-647
APPENDIX B

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Record of Prior Contracts

List of Subcontractors Category of Work
SIGNATURE PAGE
CITY OF TACOMA
Tacoma Power/Generation

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the Request for Proposals 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 PROPOSALS SPECIFICATION NO. PG23-0128F
Mayfield Powerhouse Crane Controls 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

Date

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_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
**PROPOSAL**

<table>
<thead>
<tr>
<th>ITEM 1</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<tr>
<td>Design and Build Crane Controls Upgrade</td>
<td>1</td>
<td>LS</td>
<td>$__________</td>
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**ITEM 2**

*Force Account  

|$ 200,000

*Bidders shall include the $200,000 figure as part of their overall bid.

**TOTAL ITEMS 1 - 2**

|$__________

**Sales Tax @ ________**

| **Sales Tax @ ________** | $__________ |

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

**TOTAL AMOUNT**

|$__________
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 $ ________________________________

________________________________________
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 12/20/2023, 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.
State Responsibility and Reciprocal Bid Preference Information

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

Number: ____________________________
Effective Date: ______________________
Expiration Date: ______________________

Current Washington Unified Business Identifier (UBI) Number:

Number: ____________________________

Do you have industrial insurance (workers’ compensation) Coverage nor your employees working in Washington?

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department Number

Number: ____________________________

☐ Not Applicable

Washington Department of Revenue state excise tax Registration number:

Number: ____________________________

☐ Not Applicable

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

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

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

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ____________________ ☐ Not Incorporated

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

State: ____________________

Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?

☐ Yes  ☐ No
**CONTRACTOR’S RECORD OF PRIOR CONTRACTS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tr>
<th>Beginning Date</th>
<th>Completion Date</th>
<th>Contract With</th>
<th>Contact Person Telephone #</th>
<th>Amount of Contract</th>
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**REMARKS:**

________________________________________________________________________

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List of Subcontractor Categories of Work

Project Name

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to bids@cityoftacoma.org.

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to bids@cityoftacoma.org.

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

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<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
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APPENDIX C

Sample Contract
Sample Payment Bond
Sample Performance Bond
Sample General Release Form
Sample Task Authorization Form
THIS CONTRACT, made and entered into effective as of the ____ day of __________, 20__ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and [INSERT legal name of Supplier exactly as it appears in Ariba], (hereinafter referred to as “CONTRACTOR”);

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

1. Scope of Services/Work
   The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2. Order of Precedence
   To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) __________, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit ____, Exhibit ____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. Changes to Scope of Work
   The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. On Call Contracts
   If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

5. Term
All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

6. Renewals

At CITY’s sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR’S full and complete performance of the Scope of Work hereunder shall not exceed $ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit XXXXXXXX (monthly, weekly, annual, Contract milestone, etc.) invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY’S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No.

Bond No.

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

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

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

<table>
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<th>Specification No.</th>
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<th>Contract No.</th>
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(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 waivers 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: _________________________________________
Payment shall be made through the CITY’S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

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.

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR’s status as an independent Contractor hereunder, no workers’ compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney’s fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs
within one year from ________ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

14. Reliance on CITY Provided Data or Information

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

15. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

17. Right to Audit

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection
audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY’s audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service, CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

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<th>CITY:</th>
<th>CONTRACTOR:</th>
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20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.
In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY’s own reasons and without cause due to the CONTRACTOR’s actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days’ written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR’S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Taxes

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney’s fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR’s total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject
matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys’ fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR’s duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR’s negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR’S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will 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 and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

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.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the
presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR’S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY’S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents 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 CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, 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 CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the “Notices” provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 (“Rules”) to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR
performs activities under the Contract, a "Service Provider." “Service Provider” will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY’s prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services (“Project Abstract”). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY’S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue
Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment
The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries
This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
Waiver
A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival
If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement
This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification
No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

Direct Solicitation and Negotiation
For service contracts valued $25,000 or less the City signature authorizes waiver of competitive solicitation by “Direct Solicitation and Negotiation” of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.
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. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:  
By:  

CONTRACTOR:  
By:  

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

Director of Finance:  

City Attorney (approved as to form):  

Approved By:  

Approved By:  

Approved By:  

Approved By:  

Approved By:  

Approved By:  

Approved By:
That we, the undersigned,

as principal, and

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

$ ______________________ , for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: ____________________________

Surety:

By: ____________________________

Agent’s Name: ____________________________

Agent’s Address: ____________________________

Form No. SPEC-100A 04/09/2020
GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _______ day of _________________, 20 __.

___________________________________
Contractor

By_________________________________
Title _______________________________
EXHIBIT "A"

FORMAL TASK AUTHORIZATION

Task No. _____

Vendor and Contract Information

<table>
<thead>
<tr>
<th>Consultant Name:</th>
<th></th>
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<tbody>
<tr>
<td>Contract No:</td>
<td></td>
</tr>
</tbody>
</table>

The Professional Services Contract shall be in full force and effect for this Task Authorization. The scope, schedule and cost for this task is as listed below or as attached and referenced herein. The Contractor shall review and agree to all task specific information listed.

**Task Specific Information**

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
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<tbody>
<tr>
<td>Location:</td>
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<tr>
<td>Objective:</td>
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</tr>
<tr>
<td>Description:</td>
<td></td>
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<tr>
<td>Maximum Billable Value:</td>
<td></td>
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<tr>
<td>Assumptions/Conditions:</td>
<td></td>
</tr>
<tr>
<td>Authorized Start Date:</td>
<td></td>
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<tr>
<td>Required End Date:</td>
<td></td>
</tr>
</tbody>
</table>

The Contractor shall sign and return form to the Project Manager and shall have received the fully executed Formal Task Authorization form prior to start of work.

**Authorized Signatures**

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Assistant Generation Manager</th>
<th>Date</th>
</tr>
</thead>
</table>

Copies: Contract File

Project Manager
APPENDIX D

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

LEAP Documents
This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. **GENERAL REQUIREMENTS**

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

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

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:

   1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as additional insured
   1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
   1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
   1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
   1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
   1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
   1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:

   1.4.1. An ACORD certificate or equivalent
   1.4.2. Copies of requested endorsements

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

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

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

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

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

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.
2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement).

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.
3.6 Commercial Property Insurance
Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO Special Form Causes of Loss CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars ($2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.7 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.

3.8 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.
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:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to 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. DEBARMMENT 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(f), 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.
LEAP
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM
ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

*NOTE – for projects bid on or after October 10, 2023, compliance with workforce requirements and payrolls will be strictly enforced.

LEAP PROGRAM REQUIREMENTS:
1. LOCAL EMPLOYMENT Requirement: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
   a) Civil Projects over $250,000
   b) Building Projects over $750,000

2. APPRENTICE Requirement: The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over $1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. SUBCONTRACTOR NOTIFICATION: Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:
   - 100% achievement $0.00 penalty
   - 99% to 90% achievement $2.00 penalty
   - 89% to 75% achievement $3.50 penalty
   - 74% to 50% achievement $5.00 penalty
   - 49% to 1% achievement $7.50 penalty
   - 0% achievement $10.00 penalty
LEAP DOCUMENT SUBMITTALS**:

1. **LEAP EMPLOYEE VERIFICATION FORM**: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.

2. **WEEKLY CERTIFIED PAYROLL**: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.

3. **DEPARTMENT OF LABOR & INDUSTRIES (L&I)**: The Prime must enter the project in the L&I project site under the ‘Tacoma, City of’ account and notify the LEAP Office when this has been completed.

**WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures.
LEAP

Documents and Submittal Schedule

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

- **LEAP Abbreviated Program Requirements**: brief overview of LEAP Program requirements
- **LEAP Employee Verification Form**: to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List**: for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- **Weekly Certified Payrolls**: to be submitted via LCP Tracker weekly, biweekly or monthly.
- **Statement of Intent to Pay Prevailing Wages**: to be submitted prior to commencing work
- **Affidavit of Wages Paid**: to be submitted upon completion of each contractor’s work
- **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or leap@cityoftacoma.org
CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

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

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

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

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

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

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

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

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

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

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

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

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.
H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to those defined as “Building Projects” or “Civil Projects.”

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

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

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

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

A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

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

<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>90% - 99%</td>
<td>$ 2.00</td>
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<tr>
<td>75% to 89%</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>50% to 74%</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>1% to 49%</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>0%</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

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

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

C. LEAP Reports.

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

D. LEAP Goal Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

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

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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


1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005: Ord. 26998 § 3; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

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

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

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)
The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- **Provide information to the LEAP Office (see LEAP contact information below).** Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- **LEAP Employee Verification.** Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- **All certified payrolls.** Prime contractor is responsible for ensuring their, and their subcontractors’, payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry’s website, you can reduce data entry.

The City of Tacoma’s LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

**Local Employment Utilization Requirement** - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

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

This project is subject to the:

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

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City’s LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. [www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)
LEAP EMPLOYEE VERIFICATION FORM
Submit upon request from LEAP Office

Contractor/Sub: ___________________________ Specification Number: ___________________________

Project Description: ________________________________________________________________

Employee Name: ___________________________ Craft: _____________________________

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

Gender (optional):    □ MALE       □ FEMALE

Complete Physical Address (No PO Boxes): ______________________________________________

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

Apprenticeship County:_________ Apprentice Registration I.D. (if applicable):______________

Age:______ Copy of DD-214:________

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

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

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over $1,000,000)

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

Signature of Employee:________________________________ Date:_____________________

Contractor Representative:_____________________________ Date:_____________________

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LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

........................................................................................................................................

____ Driver's License with current address

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

____ Copy of current tax form W-4

____ Rental Agreement/Lease (residential)

____ Computer Printout From Other Government Agencies

____ Property Tax Records

____ Apprentice Registration I.D.

____ Food Stamp Award Letter

____ Housing Authority Verification

____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative:_____________________________  Date:_______________

Title:__________________________________________________________
LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

<p>| | |</p>
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</tbody>
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Check addresses here:

https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb
**LOCAL EMPLOYEE REQUIREMENT ONLY**

Economically Distressed Areas

(Journeyman AND Apprentice)

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<th>Zip Code</th>
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<th>Unemployed</th>
<th>25+ College</th>
<th>Area</th>
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<td>98304</td>
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<td>Y</td>
<td></td>
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<td>Y</td>
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