



City of Tacoma Power Generation REQUEST FOR BIDS PG23-0341F Cushman 2 TIV and Bypass Actuator Replacement

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 21st 2023

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

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

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

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

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

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

Project Scope: U31 U32 U33 TIV and ByPass Valve Actuator Replacement.

Estimate: \$100.000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ryan Foster, Senior Buyer by email to rFoster1@cityoftacoma.org

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

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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.

Form No. SPEC-040C Revised: 02/22/2023

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SUBMITTAL CHECK LIST

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 submittal package:	
One original electronic copy in pdf format via <u>email</u> of your complete submittal package	
Signature Page (Appendices)	
Price Proposal Form (Appendices)	
Dimensional Drawings	
Wiring Diagrams	
Schematic Diagrams	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance	

1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for ELECTRIC VALVE ACTUATORS AND AN ELECTRIC-ACTUATED VALVE AND ASSOCIATED ELBOW PIPE. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This contract is for the CUSHMAN 2 HYDRO PROJECT, UNITS 31, 32 AND 33 BYPASS AND TURBINE INLET VALVES, in accordance with this specification.

Vendors may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted vendor fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

What is the project's estimate? \$100,000

Is this project federally funded? No

2. CALENDAR OF EVENTS

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

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

Question Deadline:	3/9/2023	
City response to Questions:	3/13/2023	
Submittal Due Date:	3/21/2023	
Anticipated Award Date:	March 2023	

3. INQUIRIES

Questions should be submitted by March 9, 2023 at 3:00 PM to Ryan Foster via email to rfoster1@cityoftacoma.org subject line to read:

PG23-0341F – CUSHMAN 2 TIV AND BYPASS ACTUATOR REPLACEMENT– VENDOR NAME

Questions marked confidential will not be answered or included.

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

The answers are not typically considered an addendum.

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

Written answers to questions will be posted in the event approximately one week after the question deadline.

4. DISCLAIMER

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

5. DELIVERY

Delivery shall be to:

Tacoma Power
Cushman No.2 Powerhouse / Office
21451 N. Highway 101, Shelton, WA 98584

Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

Hours of operation shall be Monday through Friday, 8:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

All valves, actuators, and accessories shall be handled, protected, and stored as recommended by the manufacturer.

All valves, actuators, and accessories shall be protected with packaging to resist moisture, dust, handling, or other cause during shipping. Packaging shall include a unique number that include the specification number as a reference.

Any valves, actuators, or accessories damaged during shipping shall be replaced at the Contractor's expense.

6. CONTRACT TERM

The City intends this supply contract to be a one (1) time purchase contract based on the contract documents.

The contract will be subject to the price increase/decrease provisions per the <u>Price Adjustments</u> section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

7. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed

immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

8. AWARD

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

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

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

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

9. PRICE ADJUSTMENTS

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

- 1. The city may consider price adjustments for each 12-month period
- 2. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 90 days prior to the effective date
- 3. The city reserves the right to accept or reject all such price adjustments
- 4. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin
- Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect
- 6. Increase requests may be evaluated against various market conditions, including but not limited to:
 - a) Consumer Price Index for Seattle Tacoma Bremerton, All Items 1982-84+100, for comparable period

- b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
- c) State/federal regulations affecting production costs of the materials
- d) Volatile commodity market conditions
- e) Various producer price or commodity indices
- f) Minimum wage adjustments

10. STANDARD TERMS AND CONDITIONS

City of Tacoma Standard Terms and Conditions apply.

11. INSURANCE REQUIREMENTS

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference.

12. WARRANTY

Parts: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall arrive on-site at the CUSHMAN 2 PROJECT within 48 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

13. INSPECTION

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

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

14. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item

is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

15. COMPLIANCE WITH SPECIFICATIONS

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

16. MATERIALS AND WORKMANSHIP

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

17. DAMAGED GOODS

The vendor shall replace any orders that are damaged in transit. They will be notified by the City and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

18. UPDATED PRODUCTS

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

19. PRODUCT DISCONTINUED

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 90 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

20. QUANTITIES AND PURCHASE ORDERS

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

22. EQUITY IN CONTRACTING

This project has no EIC requirements; however, the City of Tacoma is committed to encouraging firms certified through the <u>Washington State Office of Minority and Women's</u>

<u>Business Enterprise</u> to participate in City contracting opportunities. See the **TMC 1.07 Equity in**<u>Contracting Policy</u> at the City's <u>Equity in Contracting Program website.</u>

23. 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 RFB 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.

24. TECHNICAL PROVISIONS

SECTION 40 91 13 – ELECTRICALLY OPERATED PRIMARY CONTROL VALVES

PART 1 - GENERAL

1.1. SECTION INCLUDES

A. This section specifies the technical requirements for replacement of electric valve actuators, correctly sized, to operate the Turbine Inlet Valves and Bypass Valves for Cushman 2 Powerhouse, Units 31, 32, and 33. The contractors shall provide the Actuators and appurtenances, complete and operable, in accordance with the Contract Documents.

1.2. RELATED SECTIONS

SECTION 22 05 23 - BUTTERFLY VALVE

1.3. DELIVERY, STORAGE, AND HANDLING

- A. All valves, actuators, and accessories shall be handled, protected, and stored as recommended by the manufacturer.
- B. All valves, actuators, and accessories shall be protected with packaging to resist moisture, dust, handling, or other cause during shipping. Packaging shall include a unique number that include the specification number as a reference.
- C. Any valves, actuators, or accessories damaged during shipping shall be replaced at the Contractor's expense.

1.4. CONTRACTOR SUBMITTALS

- A. Submit the following within 45 days from contract award.
 - 1. Actuator Wiring Diagrams.
 - 2. Actuator Schematic Drawings.
 - 3. Vendor Catalogs and Cut sheets.
 - 4. Physical layout and dimensional drawings.
 - 5. Manufacturer start up and commissioning procedure.
- B. Submit the following within 45 days from completion of commissioning
 - 1. Operation and Maintenance Manuals.
 - 2. Commissioning Report.
- C. Submittal information shall be manufacturer's catalog descriptive literature with identifying arrows pointing to the specific equipment, devices, and materials to be supplied. Catalog information shall include technical specifications and application information, including NEMA and electrical ratings, range, weight, accuracy, etc. Catalog cuts shall be edited to show only the items, model numbers, and information which apply and include all information as described below.

D. SUBMITTAL IDENTIFICATION

Information covering all materials and equipment shall be submitted for review. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment as follows:

- 1. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies.
- 2. Sheets or drawings covering more than the item being considered shall have all inapplicable information crossed out.
- 3. A suitable notation shall identify equipment and materials descriptive literature with the Drawings or Specifications.

E. SHOP DRAWINGS AND DATA

Complete assembly, foundation, and installation drawings, together with complete engineering data covering the materials used, parts, devices, and accessories forming a part of the work performed by the Contractor, shall be submitted. The drawings and data shall include, but shall not be limited to, the following with additional requirements as provided by equipment type below as applicable:

- 1. Drawings and data.
- 2. Nameplate legends.
- 3. Bill of Materials.
- 4. Mounting details.
- 5. Samples.

F. OPERATION AND MAINTENANCE DATA AND MANUALS

- 1. Adequate operation and maintenance information shall be supplied. Operation and maintenance manuals shall include the following:
 - a. Manufacturer's cut sheets, data sheets, specifications, user manuals, installation manuals, and maintenance manuals for all products included in the specification section.
 - b. Schematics, wiring diagrams, and panel drawings in conformance with construction record.
 - c. Model numbers and up-to-date cost data for all spare parts.
 - d. Troubleshooting procedures, with a cross-reference between symptoms and corrective recommendations.
- 2. The operation and maintenance manuals shall be in addition to any instructions or parts lists packed with or attached to the equipment when delivered.
- 3. Operation and Maintenance manuals shall be organized with page numbers and table of contents. Furthermore, the O&M manuals shall include section title pages for each section that states what is included in the section. All cutsheets, manuals, and general product literature shall include a label specifying what product it is applicable to.
- 4. Operation and Maintenance manuals shall include photos or sheets detailing the Actuator / Motor Nameplate and shall include, at minimum:
 - Name of manufacturer
 - Model Number
 - Type and size
 - Serial Number
 - Order Number
 - Power Supply
 - Max Torque
 - RPM

2.1. ACCEPTABLE MANUFACTURES

Ony the following Electric Actuator manufacturers will be accepted:

- Rotork
- AUMA
- Alternate manufacturers with actuators that meet the specified requirements may be submitted to the Engineer for approval.

2.2. GENERAL

Actuators shall contain motor, gearing, manual override, limit switches, torque switches, drive coupling, integral motor controls, local position indicator, and Modbus TCP/IP communication protocol.

2.3. ACTUATOR SIZING:

- 1. The actuator shall be sized to guarantee valve closure at the specified torque requirement as indicated by the valve manufacturer or supplier. The actuator must be adequately sized to provide the torque required to operate the valve at 90% of the nominal voltage.
- 2. Actuator sizing details to be verified by contractor, upon award of contract.
- 3. Table 1: Valve Operating Parameters

NAME	U31 BYPASS	U32 BYPASS	U33 BYPASS	U31 TIV	U32 TIV	U33 TIV
TO REPLACE EXISTING ACTUATOR / MOTOR	Rotork 16A No Gearhead	Rotork16A No Gearhead	Bladder Valve	Rotork 40A Keep Existing Gearhead	Rotork 40A Keep Existing Gearhead	Cutler Hammer TN6Y
VALVE TYPE	8" Gate	8" Gate	8" Butterfly (NEW)	96" Butterfly (Lever-Action)	96" Butterfly (Lever-Action)	96" Butterfly (Lever-Action)
TORQUE	225 ft-lb	225 ft-lb	900 ft-lb	400 ft-lb	400 ft-lb	5900 ft-lb
RPM	29 RPM	29 RPM	TBD	115 RPM	115 RPM	TBD
FLANGE	FA14	FA14	TBD	FA16	FA16	FA16
CLOSING DIRECTION (LOOKING DOWN AT VALVE)	RH/ Clockwise	RH/ Clockwise	TBD	RH/ Clockwise	RH/ Clockwise	RH/ Clockwise
LIMIT	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
SWITCHES	CLOSE	CLOSE	CLOSE	CLOSE	CLOSE	CLOSE
				20% OPEN	20% OPEN	20% OPEN
TORQUE	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
SWITCHES	CLOSE	CLOSE	CLOSE	CLOSE	CLOSE	CLOSE

2.4. EQUIPMENT REQUIREMENTS:

The actuators shall include motor, integral reversing starters, modbus tcp/ip monitoring capability, local controls and terminals for remote control and indication, housed within a self-contained, sealed enclosure. Replacements for the existing electric actuators must, retain the existing functionality, at minimum.

- Actuators shall be capable of operating in an ambient temperature range from -20 F to +150 F.
- 2. The actuators shall be powered from 460-480 Volt, 3 PH, 60 Hz.
- 3. The motor shall be specifically designed for actuator service. AC motors shall be of the induction type with Class F insulation and protected by means of thermal switches embedded in the motor windings. Totally enclosed, non- ventilated.
- 4. All internal wiring shall be terminated at a plug and socket connector. Provision for all field wiring connections shall be on binder screw type terminal blocks.
- 5. All external fasteners shall be stainless steel. Fasteners on limit switch and terminal compartments shall be captured to prevent loss while covers are removed.
- 6. Actuators shall be furnished with a local indicator which continuously shows the valve travel from the fully open to the fully closed positions.
- 7. A change-over lever shall allow manual operation of the actuator by handwheel and over-ride the electric operation. Manual operation will be via power gearing to minimize required rim pull and facilitate easy change-over from motor to manual operation when actuator is under load. Return from manual to electric mode of operation will be automatic upon motor operation. A seized or inoperable motor shall not prevent manual operation. The handwheel shall not rotate during electric operation.
- 8. Limit switches shall be furnished at each end of travel. Limit switch adjustment shall not be altered by manual operation. Limit switch drive shall be by countergear. One spare auxiliary set of normally open and normally closed contacts shall be furnished at each end of travel, wired to terminal blocks for customer use. Contacts shall be silver plated and capable of reliably switching low voltage (24Vdc) from the control system.
- 9. Mechanically operated torque switches shall be furnished at each end of travel. The switches shall sense torque at any point in both the open and closed travel directions. The motor shall be deenergized if the torque limit is exceeded.
- 10. A torque switch bypass shall be provided for the torque sensing system to momentarily inhibit torque switch trip during unseating or during starting in midtravel against high inertia loads
- 11. Actuators shall be furnished with mechanical stops that restrict the valve/actuator travel.
- 12. Actuators must have the capability to communicate with the remote PCS system through Modbus TCP/IP.
- 13. All gearing shall be designed to withstand the full stall torque of the motor.
- 14. The actuator gearing shall be totally enclosed in a grease-filled cast iron gearcase suitable for operation in any orientation. Non-metallic gearing is not acceptable. For rising stem valves, the output shaft of the actuator shall be hollow to accept a rising stem and incorporate thrust bearings of the roller type at the base of the actuator. The design should permit the opening of the gearcase for inspection or disassembly without releasing the stem thrust or taking the valve out of service.

- 15. The actuator shall be furnished with a drive nut. The drive nut must be easily detachable for machining to suit the valve stem or gearbox input shaft. For multiturn applications, the drive nut shall be installed in a detachable thrust base. Thrust bearings shall be lubricated by means of an easily accessible grease fitting.
- 16. Provide a 120VAC space heater in the motor compartment and the limit switch compartment of the actuator that is rated for continuous-duty and which shall be wired separately for full time energization.
- 17. The actuator and its motor shall be suitable for the service and duty it will be subjected to.
- 18. Locked rotor current of the motor shall have the lowest value consistent with good performance and economical design for the motor's torque-current class.

PART 3 - EXECUTION

3.1. COMMISSIONING AND TESTING

- 1. An experienced, competent, and authorized Field Service Technician shall visit the site of the Work and inspect, check, adjust if necessary, shall calibrate each actuator, and approve the equipment installation.
- 2. The Field Service Technician shall be present when the equipment is placed in operation, and shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of Engineer.
- 3. The Field Service Technician shall furnish a written report certifying that the equipment has been properly installed and calibrated; is in accurate alignment; is free from any undue stress imposed; Manufacturer's representative report shall document that all actuators have operated satisfactorily under full operating conditions, including any spares.
- 4. Performance Testing & Documentation
 For open/close applications, each actuator shall be performance tested and the following documentation shall be provided:
 - Torque sensing tripping points in both the open and closed directions of travel
 - Current at the maximum torque tripping point
 - Actuator output speed
 - High voltage test

5. Warranty

The Supplier and Contractor shall be responsible for ensuring that the associated equipment supplied form an integral, fully operational, and serviceable system. The Supplier and Contractor shall guarantee all products to be free from defects in material and workmanship for a minimum period of one years from the date of acceptance by the Owner. The Supplier and Contractor shall expedite and make all necessary efforts and repairs to correct defects and deficiencies at no expense to the Owner.

END OF SECTION

DIVISION 22

SECTION 22 05 23 – BUTTERFLY VALVE

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. This section specifies the technical requirements for a standard class 300 elbow and 8" Butterfly valve, operable by the electric valve actuator, to replace the existing bladder valve at the Unit 33 Bypass. The Contractor shall provide valves, pipe, and appurtenances, complete and operable, in accordance with the Contract Documents.
- B. The following components shall be provided:

<u>Description</u>	<u>Quantity</u>
8 inch Butterfly Valve	1 total
Bray / McCannalok Series 43, or approved equal	
8 inch Class 250 elbow pipe	1 total
Mechanical hardware to fully install Valve and Electric Motorized Actuator (including, but not limited to shaft, spacers, and adapter plates; TPU will provide linkage and riser for Unit 33 Bypass).	As Needed

1.2 RELATED SECTIONS

SECTION 40 91 13 - Electrically Operated Primary Control Valves

PART 2 PRODUCTS

2.1. 8" BUTTERFLY VALVE

- 1. TYPE
 - a. 8" Butterfly Valve
 - b. Bray / McCannalok Series 43, or approved equal.
- 2. BODY
 - a. Body shall be lug style or AWWA C150 B flanged per AWWA C504 for 300 pound flange bolt pattern.
- 3. DISC
 - a. Disc shall be 304, 316 or A351 stainless steel for valve up to 18-inches in diameter.
- 4. SHAFT
 - a. Shaft shall be 304 or 316 or 431 or 416 stainless steel.
- 5. BEARING
 - a. Shaft stem bearings shall be Polytetrafluoroethylene (PTFE).
- 6. SEATS
 - a. The valve seats shall be EPDM or Buna-N rubber

2.2. CLASS 250 90 DEGREE 8 INCH STANDARD ELBOW PIPE

- 1. MATERIAL
 - a. The valve shall be made of ductile iron.

END OF SECTION

25. APPENDIX A - SUPPLEMENTAL ATTACHMENTS

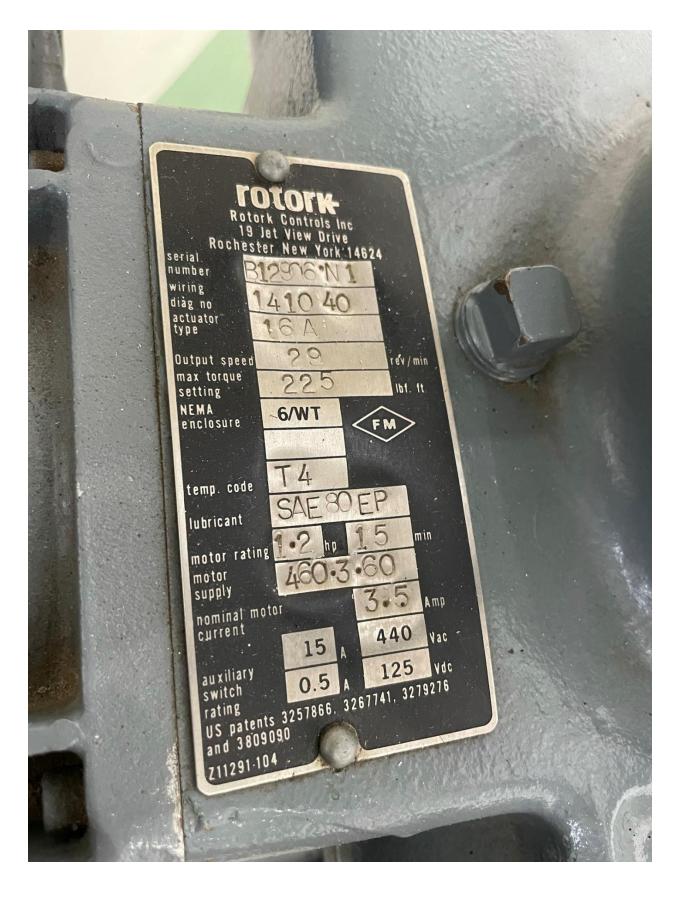
- 1. U31 BYPASS ACTUATOR
- 2. U32 BYPASS ACTUATOR
- 3. U33 BYPASS ACTUATOR
- 4. U31 TIV
- 5. U32 TIV
- 6. U33 TIV
- 7. U33 BYPASS VALVE
- 8. U33 BYPASS ELBOW

Request for Bids Specification No. **PG23-0341F** Template Revised: 12/08/2021

1. U31 Bypass Actuator

(Replace Rotork Actuator. Existing valve is not replaced)







2. U32 Bypass Actuator

(Replace Rotork Actuator. Existing valve is not replaced.)

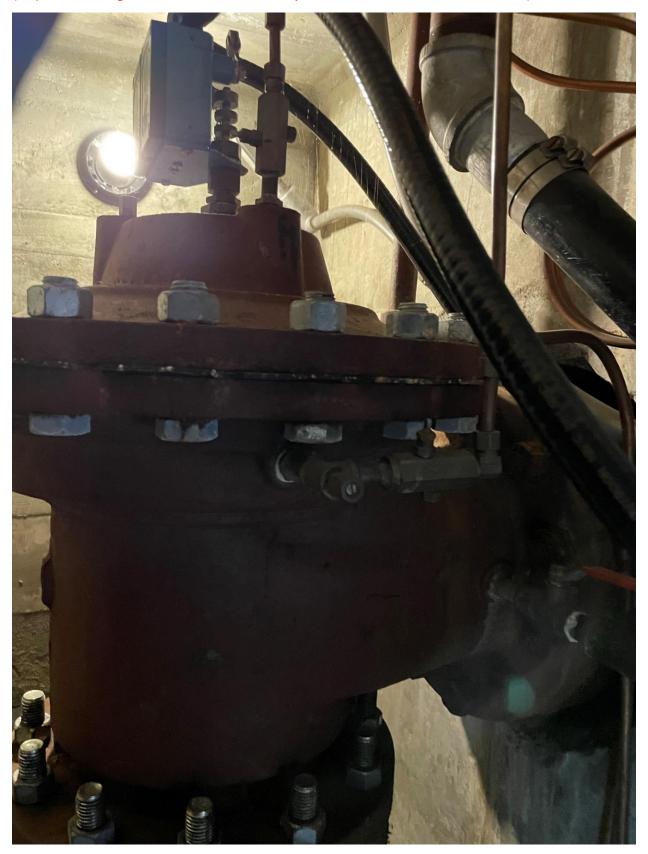






3. U33 Bypass Actuator

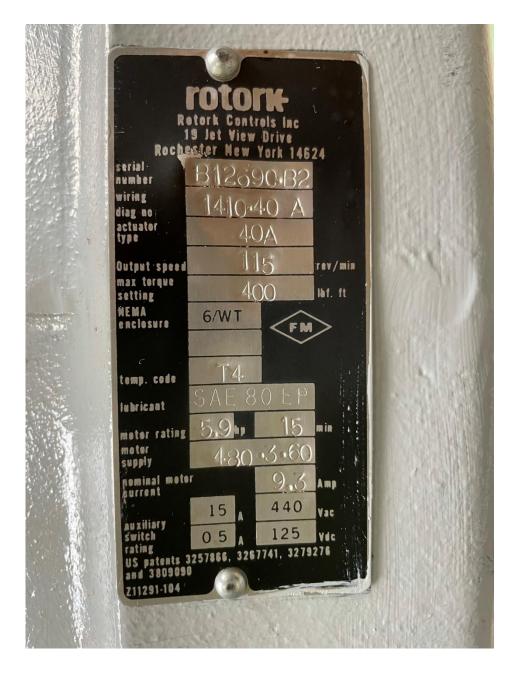
(Replace existing bladder valve with butterfly valve, elbow, and electric actuator)

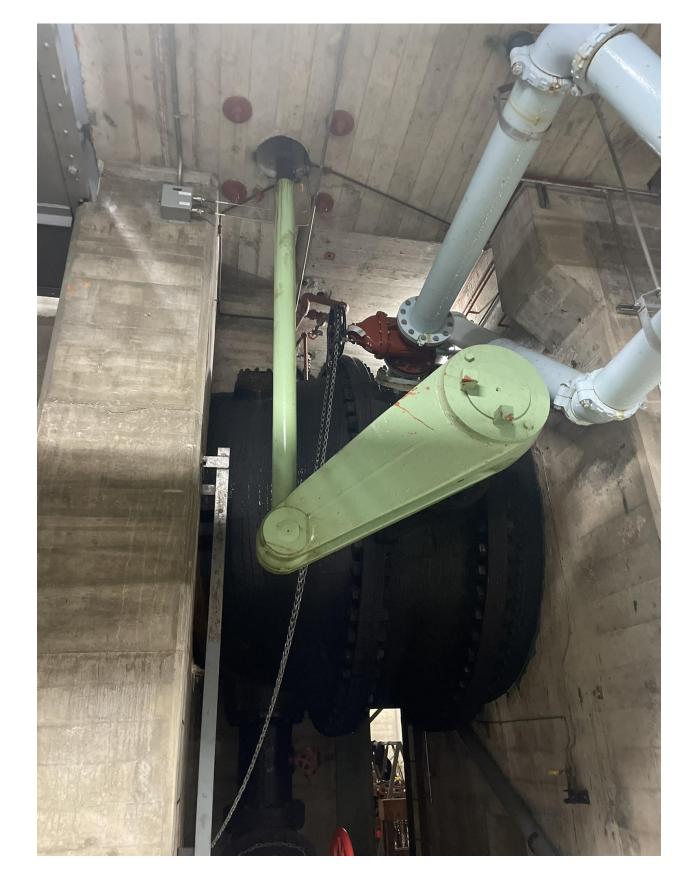


4. U31 TIV

(Replace Rotork Actuator. Existing gear-head and valve are not replaced)





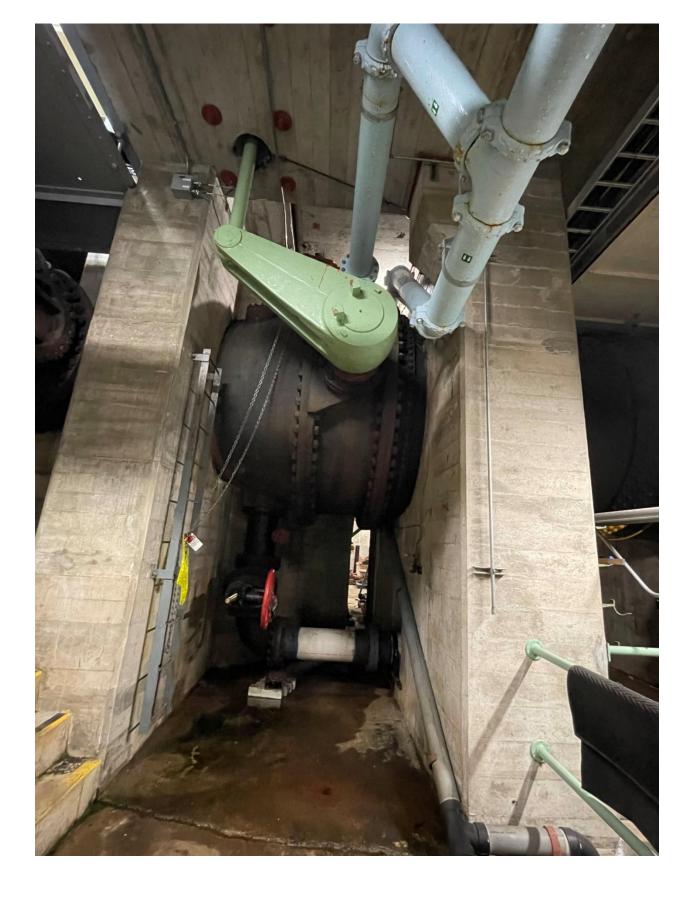


5. U32 TIV

(Replace Rotork Actuator. Existing gear-head and valve are not replaced)







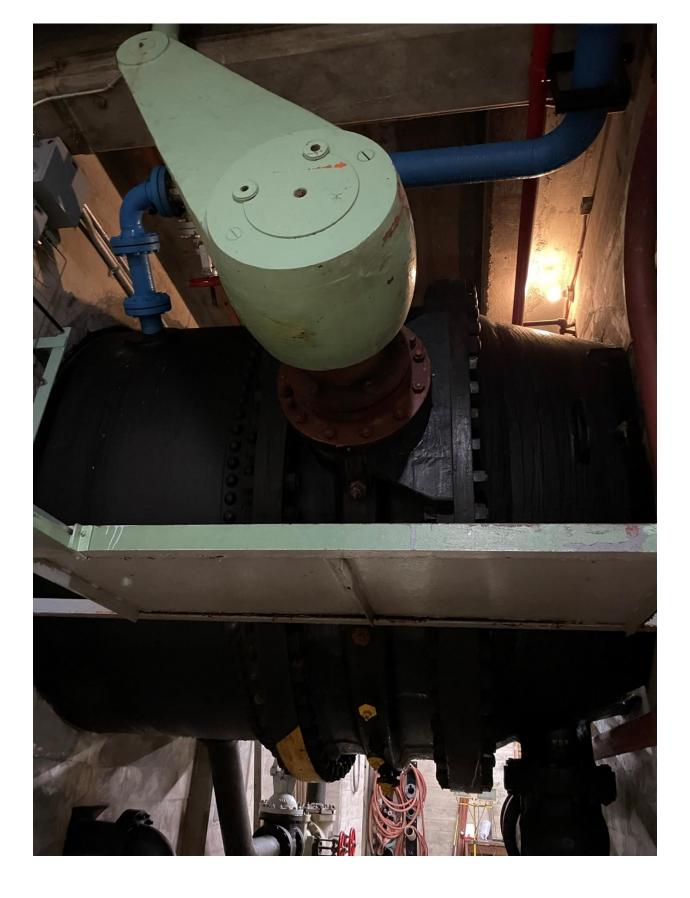
6. U33 TIV

(Replace Cutler Hammer motor. Existing valve is not replaced)









7. U33 Bypass Valve



OVERVIEW

Featuring Bray's patented, award-winning design, this double offset high performance butterfly valve is precision engineered to deliver **quality**, **value**, and **reliability** in high temperature, high pressure, high cycle, and critical service applications.

APPLICATIONS

- Caustic
- > Chilled Water
- Pressure Swing Adsorption (PSA)
- Seawater
- > Sour Gas (NACE)
- > Steam
- > Vacuum

MEDIA

- > Acids
- Alkalis
- > Corrosive Chemicals
- > Dry Chlorine (Gas or Liquid)
- > Gases
- > Hydrogen
- Oxygen
- > Water

SPECIFICATIONS

Size Range	NPS 2 to 66 (DN	NPS 2 to 66 (DN 50 to 1500)					
Body Style	Wafer Lug Double Flanged						
Temperature Range	Resilient Seated -62 to 500°F (-52 to 26						
	Firesafe	-62 to 500°F (-52 to 260°C)					
	Metal Seated	up to 900°F (up to 482°C)					
Pressure Ratings	ASME Class 150 300 600						
	PN 10 16 25 4	10 63 100					
Leakage Rate	Resilient Seated	Zero Leakage					
	Metal Seated	FCI 70-2 Class IV					

NOTE

> Firesafe or metal seated control options available; not in all sizes and pressure classes.

FEATURES AND BENEFITS

1 DOUBLE OFFSET STEM AND DISC DESIGN

> Reduced seat wear | lower torque | extended service life

2 BLOWOUT-PROOF STEM

> Does not rely on actuation to prevent stem blowout

3 ADJUSTABLE STEM PACKING

> Easy access | field serviceable | low fugitive emissions

4 ENERGIZED RESILIENT SEAT DESIGN

> Zero leakage | self-adjusting | isolated from line media

5 BIDIRECTIONAL PRESSURE ASSISTED SEALING

> Optimal sealing performance for low and high pressures

6 FULL-FACED SEAT RETAINER

> Secured outside sealing area | easy seat replacement

7 STEM BEARINGS

> Stem support | minimizes deflection | corrosion resistant

8 INTERNAL OVER-TRAVEL STOP

> Minimizes possible seat damage | extends service life

9 DEAD END SERVICE

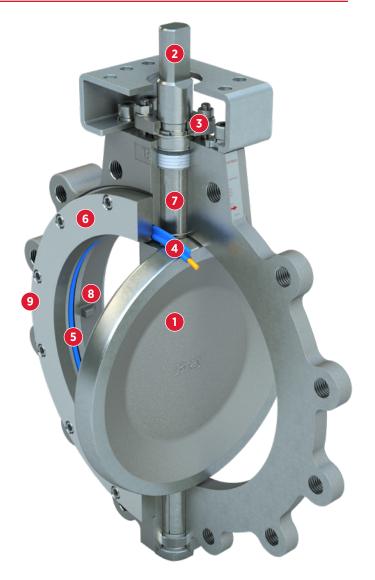
> Bidirectional full rating for lug and double-flanged bodies

FIRESAFE DESIGN OPTION (API 607)

> Inconel® metal seat | graphite packing | bidirectional

METAL SEATED CONTROL VALVE AVAILABLE

> Inconel® metal seat



DESIGN STANDARDS

Valve Design	ASME B16.34					
	MSS SP 68 ASME VIII API 609 Category B					
	EN 593					
	EN 12516					
Top Flange	ISO 5211					
Flange Drilling ¹	ASME B16.5					
	ASME B16.47					
	EN 1092-1					
Seat Tightness Test	API 598					
	MSS SP 61					
	EN 12266					
	ISO 5208					
Face-to-Face	ASME B16.10					
	API 609 Category B					
	EN 558					
	ISO 5752					

NOTE

CERTIFICATIONS & APPROVALS

Certifications	CE: PED 2014/68/EU ANSI/NSF 61 SIL
Fire Test	API 607 ISO 10497
Fugitive Emissions	API 641 ISO 15848-1 TA-Luft VDI 2440
Approvals	ABS Type ATEX 2014/34/EU Bureau Veritas Type China Classification Society (CCS) Type CRN DNV EC1935 TR CU (GOST)

NOTE

MATERIAL OPTIONS

Body Materials	Carbon Steel					
	Stainless Steel Nickel Aluminum Bronze					
	Hastelloy® C					
	Titanium					
Disc Materials	Stainless Steel					
	Nickel Aluminum Bronze					
	Monel [®]					
Stem Materials	Stainless Steel					
	Monel® K500					
	Inconel® 718					
Seat Materials	RPTFE with Resilient Energizer					
	PTFE with Resilient Energizer					
	UHMWPE with Resilient Energizer					
	TFM with Low Temperature Resilient Energizer					
	(Firesafe) Inconel® & RPTFE with Resilient Energizer					

NOTE

> Other materials are available on request.



NOTE

¹ Additional flange drilling options available.

> A complete listing of certifications and approvals can be found at BRAY.COM.

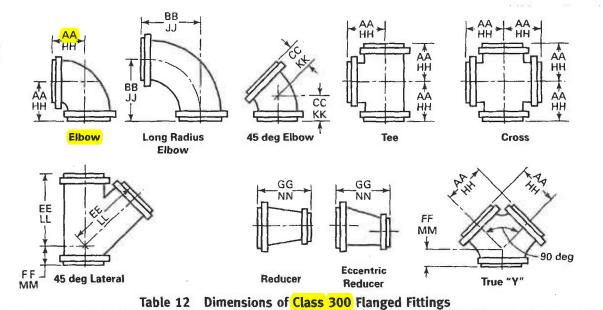
> Firesafe, high cycle, or metal seated control options available; not in all sizes and pressure classes.

ATTENTION

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SOURCE, PLEASE TAKE INTO CONSIDERATION THAT ALTERATIONS COULD HAVE BEEN MADE.							
Valve Size A	B C D E	FGH	I* J K	L	M ads UNC-2B BC	Lug Bolting Data No. of Three Holes UNC-	uds Weight Weight (Alt Cfg)
5" 8.25	2.23 4.80 5.13 5.6	52 4.32 .75 .5			1ds UNC-2B		
6" 8.88			33 3.63 1.75		8-16 10.6		
<mark>8</mark> " 10.94					2-13 13.0		
10" 13.26				/	$\frac{2-13}{2}$		
12" 15.57 Note 1: C dim	n is absolute minimum pipe	ID at valve face (wi	thout gasket).	.69 5/	[/] 8-11 17.7	75 16 1.13-	8UN 232 248
Note 2: Twelve	e screws for 5",6" and 10"; spacers for 5"; Four spacers etaining ring for 5"; two s	Sixteen screws for	8" and 12".				· L
Note 4: One r	etaining ring for 5"; two s	plit rings for 6",8",	10", and 12".			0	
*H dim for 1	0" and 12" have square ke	yway.				1	
н			В	' /	∕ κ — -	-	
(ACROSS FL	ATS) - (71819)			м -⁄	- 1	1	
10			⊢ J	F		øG	
15		\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					ALTERNATE
							BODY CONFIGURATION
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10	6		<u> </u>	`		2	
9)———		<u> </u>			7	
19	WASHER	2					
18	NUT	2					
17	STUD	2					
16	GLAND RETAINER	1					
15	RETAINING RING	SEE NOTE 4					
14	GLAND RING PACKING KIT	1 1					
12	THRUST WASHER	1					
11	BEARING	2					
10	GASKET	1					
9	LOCATING PLUG	1					
8	DISC SPACER	SEE NOTE 3					
7	RETAINER SCREWS	SEE NOTE 2					
6	SEAT RETAINER	1					
5	TAPER PINS	2	-				
4	SEAT	1	-				
2	STEM DISC	<u> </u> 1	+				
1	BODY	1					
		No.	CEDIEC /DADT	. NI = 1	MATERIAL	CDECIFICAT	ION /DEMARKS
ITEM No.	NAME	No. REQUIRED	SEKIES/ PARI	NO.	MAIERIAL	SPECIFICAL	ION/REMARKS
Valve Size	Pressure Ra	tina	_	NDTC LIC	CT AND DIVE	INCIONO /INOU	-c)
		_				ENSIONS (INCHE BUTTERFLY VAL	
			'		IES 43 SIZES		* L
	Project			JLINI	ILU TU SIAL.	5 5 12	
Inq./P.O. No)						SHEET REV.
Bray Order	r No			AV (CONTRO	DLS	1 OF 1 1 DRAWING NO.
•	orrect By Da			2 . A	Division of BRAY INTI	ERNATIONAL, Inc.	ES11A-0345
_ 			1				

8. U33 Bypass Elbow



Nominal Pipe Size, NPS	Outside Diameter of Flange, O	Thickness of Flange Min., tf [Notes (1), (2)]	Wall Thickness of Fitting, Min., t _m	Thickness Diameter of Fitting, of Fitting,	Center-to- Contact Surface of Raised Face Elbow, Tee, Cross, and True "Y",	Center-to- Contact Surface of Raised Face Long Radius Elbow, BB	Center-to- Contact Surface of Raised Face 45 deg Elbow, CC	Long Center- to- Contact Surface of Raised Face Lateral, EE	Short Center- to- Contact Surface of Raised Face Lateral and True "Y", FF	Contact Surface-to- Contact Surface of Raised Face Reducer, GG [Note (3)]	Ring Joint [Note (2)] Center-to-End Elbow, Tee, Cross, and True "Y", HH [Note (5)]
1	125	15.9	4.8	25	102	127	57	165	51	114	108
11/4	135	17.5	4.8	32	108	140	64	184	57	114	114
11/2	155	19.1	4.8	38	114	152	70	216	64	114	121
2	165	20.7	6.4	51	127	165	76	229	64	127	135
$2^{1}/_{2}$	190	23.9	6.4	64	140	178	89	267	64	140	148
3	210	27.0	7.1	76	152	197	89	279	76	152	160
$3^{1}/_{2}$	230	28.6	7.4	89	165	216	102	318	76	165	173
4	255	30.2	7.9	102	178	229	114	343	76	178	186

Document provided by IHS Licensee=Bechiel Corp/9999056100, 05/05/2004 13:34/45 MDT Questions or comments about this message: please call the Document Policy Group at 303-387-2295.

Table 12 Dimensions of Class 300 Flanged Fittings (Cont'd)

1	2	3	4	5	6	7	8	9	10	11	12
						2 mr	n Raised Face (Fl	ange Edge) [Not	e (3)]		
Nominal Pipe Size, NPS	Outside Diameter of Flange, <i>O</i>	Thickness of Flange Min., t _f [Notes (1), (2)]	Wall Thickness of Fitting, Min., t_m	Inside Diameter of Fitting, d	Center-to- Contact Surface of Raised Face Elbow, tee, Cross, and True "Y",	Center-to- Contact Surface of Raised Face Long Radius Elbow, BB	Center-to- Contact Surface of Raised Face 45 deg Elbow, CC	Long Center- to- Contact Surface of Raised Face Lateral, EE	Short Center- to- Contact Surface of Raised Face Lateral and True "Y", FF	Contact Surface-to- Contact Surface of Raised Face Reducer, GG [Note (3)]	Ring Joint [Note (2)] Center-to-End Elbow Tee, Cross, and True "Y", HH [Note (5)]
5	280	33.4	9.5	127	203	260	127	381	89	203	211
6	320	35.0	9.5	152	216	292	140	445	102	229	224
8	380	39.7	11.1	203	254 10 1	356	152	521	127	279	262
10	445	46.1	12.7	254	292	419	178	610	140	305	300
12	520	49.3	14.3	305	330	483	203	698	152	356	338
14	585	52.4	15.9	337	381	546	216	787	165	406	389
16	650	55.6	17.5	387	419	610	241	876	190	457	427
18	710	58.8	19.0	432	457	673	254	952	203	483	465
20	775	62.0	20.6	483	495	737	267	1029	216	508	505
24	915	68.3	23.8	584	572	864	305	1206	254	610	583

26. APPENDIX B - BID FORMS

Signature Page

Pricing Proposal Form

Insurance Requirements

Sample Contract

Request for Bids Template Revised: 12/08/2021

SIGNATURE PAGE

CITY OF TACOMA GENERATION ENGINEERING / AUTOMATION

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

REQUEST FOR BIDS SPECIFICATION NO. PG23-0341F CUSHMAN 2 TIV AND BYPASS ACTUATOR REPLACEMENT

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		Signa	ture of Per	son Authorized	d to Enter	Date
		_		r Bidder/Propo		Date
Address						
		Printe	d Name ar	nd Title		
City, State, Zip						
		(Area	Code) Tele	ephone Numbe	er / Fax Numb	er
Authorized Signatory E-Mail Address						
				icense Numbe s UBI (Unified Bus		Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		,			,	
Tederal Tax Netarit, 6.5. Treasury Dept. Form 541		State	Contractor	's License Nur	mber	
		(See (Ch. 18.27,	R.C.W.)		
E-Mail Address for Communications						
ddendum acknowledgement #1	#2_		#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 06/01/2021

٨	lama	of	Bidder	
ľ	vame	OL	biaaei	

PROPOSAL

	OHANITITY	BID	LINUT COST	TOTAL COST
1	QUANTITY	<u>UNIT</u>	UNIT COST	TOTAL COST
ITEM 1				
U31 / U32 Bypass Actuator	2	EA		
			\$	_ \$
ITEM 2				
U33 Bypass Actuator	1	EA		
			\$	\$
ITEM 3				
U31 / U32 TIV Actuator	2	EA		
			\$	\$
ITEM 4				
U33 TIV Actuator	1	EA		
			\$	
ITEM 5				
U33 Bypass Class 300 Elbow	1	EA		
			\$	_ \$
ITEM 6				
U33 Bypass Butterfly Valve	1	EA		
			\$	_ \$

Delivered pricing F.O.B. Destination, Freight Pre-paid and Allowed per Specification

BASE BID ITEMS 1-6	\$
**Sales Tax Estimate @ 8.8%	\$
(Note Paragraph 1.38 of the Standard Terms and Conditions)	
TOTAL AMOUNT	¢

Name of Bidder

PROPOSAL NOTICE

All attachments of "Standard Terms and Conditions" or letters modifying the Proposal shall be referenced on this page under the appropriate headings or they will not be considered a part of the Proposal.
Bidder's Statement of Delivery Time:
Bidder's Statement of Price Guarantee:
(ONLY FIRM PRICES WILL BE ACCEPTED)
Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment:
State Whether Exception "IS" or "IS NOT" Taken to this Specification. Itemize any exceptions taken*

***NOTE:** The City cannot legally accept a substantial deviation from these specifications. Bids containing any substantial deviation will be rejected as non-responsive.

Where the bidder indicates that exception is not taken to this specification, but then attaches non-conforming warranties or other modifications to the specification, it is then agreed that the bidder warrants that where the specification deviates from the attachment, the bidder will perform to the highest standard indicated.

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

1. GENERAL REQUIREMENTS

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

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

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

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Workers' Compensation

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



Washington.

4.3 Employers' Liability Insurance

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

4.4 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.

CONTRACT

Resolution No. Contract No.

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

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
 - 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 - 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.
 - If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 - 1. Contract, inclusive of Appendices A and B.
 - 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
 \$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA:	CONTRACTOR:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
(City	y of Tacoma use only - blank lines are intentional)	
Director of Finance:		_
Deputy/City Attorney (approv	ved as to form):	
Approved By:		_
Approved By:		_
Approved By:		

APPENDIX A FEDERAL FUNDING

1. Termination for Breach

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

2. Prevailing Wages

- 1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- 2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing forcompliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier (i.e., DUNS)		City of Tacoma Number for This Agreement			
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date		(vi) Federal Budget Period Start and End Date			
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> :				Amount of the Federal mmitted to the agency			
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS— City of Tacoma							
(xi) Federal Awarding Ager cy: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma Awarding Off and Contact I						
(xii) Assistance Listing Nunidentify the dollar amount the Assistance Listing num	(xiii) Identification of Whether the Award is R&D						
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Me sum payment or rein REIMBURSEMENT	• •					