



City of Tacoma, WA

TACOMA POWER / TRANSMISSION AND DISTIBUTION

REQUEST FOR BIDS

TRANSMISSION AND DISTRIBUTION AUGMENTED CREWS

SPECIFICATION NO. PT20-0324F



**City of Tacoma
Tacoma Power / Transmission & Distribution**

**REQUEST FOR BIDS PT20-0324F
Transmission and Distribution Augmented Crews**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 12, 2021

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

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFB will be recorded as received. As soon as possible 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 via Zoom on December 30, 2020, at 10:00 a.m.

Project Scope: The City of Tacoma, Department of Public Utilities, Tacoma Power is soliciting bids from qualified firms to provide personnel and equipment to augment Tacoma Power's transmission and distribution Line, Substation, and Operations resources during peak workloads and emergency storm restoration.

Estimate: \$7,500,000

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

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.

Federal 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 Tina Eide, Senior Buyer by email to teide@cityoftacoma.org

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



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

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SUBMITTAL GENERAL INFORMATION

PRE-SUBMITTAL QUESTIONS

- A. Questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, December 31, 2020**, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.
1. Please indicate the specification number and title in the email subject line.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.
 3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **January 5, 2021**. Navigate to *Contracting Opportunities / Public Works and Improvements Solicitations*, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.
- C. The answers are not typically considered an addendum.
- D. To receive notice of the posted answers, you must register as “bid holder” for this solicitation.

Communication	Addressee
For all questions regarding Specification PT20-0324F	Tina Eide Senior Buyer teide@cityoftacoma.org - email


REVISIONS TO SPECIFICATION

- A. All revisions to this specification will be in the form of written addenda, and no oral revision should be relied upon for any purpose. In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered planholders and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Current Contracting Opportunities / Public Works and Improvements Solicitations*, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.
- B. The information provided during the question and answer timeframe listed above is not typically considered an addendum.

SUBMITTAL CHECKLIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award. *Please do not include the entire specification document with your submittal.*

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

The following items, in this order, make up your submittal package:		
1	One electronic copy of your complete submittal package in either Word or PDF format.	
2	Signature Page with <u><i>ink signature</i></u> , including acknowledgement of any addenda. <i>This form is intended to serve as the first page of your submittal.</i>	
3	State Responsibility and Reciprocal Bid Information Form	
4	Certification of Compliance with Wage Payment Statutes	
5	Proposal Pricing Sheets The unit/lump-sum prices bid must be shown in the space provided.	
6	Contractor's Record of Prior Contracts	
7	List of Equipment.	
8	Safety Plan	
9	List of Subcontractor Categories of Work Form , per Section 3.16.	
10	Equity in Contracting Utilization Form per Section 4.11	
11	Bid Bond , in the value of 5% of the contract value per Section 1.04 & 4.01.7. (for respondents submitting electronically, a hard copy bid bond must be received prior to bid opening)	
12	Invoice Sample , Submission of a sample invoice per Section 5.02.1D.	

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

(a) **Contract**

This agreement is to be executed by the successful bidder (Section 2.01A and 4.05.2).

(b) **Performance and Payment Bonds** (Section 2.01B & 4.05.5).

To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

(c) **Retainage Bond** (Section 4.05.4).

If it is the option of the awardee to use a retainage bond in place of the holding of retainage per invoice the bond must be submitted with the contract forms.

(d) **Insurance Certificate** (Section 3.05).

(e) **Prime Contractor LEAP Utilization Form** (Section 4.10).

(f) **Contractor's Job Hazard Analysis Report.** Contractor may use own form.

(g) **Intent to Pay Prevailing Wage** (Section 3.09B & 4.12).

To be filed with the Washington State Department of Labor & Industries.

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER / TRANSMISSION & DISTRIBUTION

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. PT20-0324F Transmission and Distribution Augmented Crews

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

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

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

**CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS**

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date December 24, 2020, that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Item #	GROUP 1 Crew Rates	Reference Section	Estimated Hours (3 Years)	REGULAR TIME Per Hour	OVERTIME Per Hour (Section 4.06.1)	STORM RATE Per Hour (Section 4.06.2)	Extended Price (<u>Regular Time X Estimated Hours</u>)
1	Four-person Line Crew – Overhead Transmission	4.03.1	640	\$	\$	\$	\$
2	Four-person Line Crew – Overhead Distribution	4.03.2	9360	\$	\$	\$	\$
3	Three-person Civil Crew – Underground	4.03.3	1400	\$	\$	\$	\$
4	Four-person Line Crew – Underground	4.03.4	2500	\$	\$	\$	\$
5	Two-person Line Crew – Services	4.03.5	1000	\$	\$	\$	\$
6	Two-person Substation Crew	4.03.6	480	\$	\$	\$	\$
7	Three-person Substation Crew	4.03.7	350	\$	\$	\$	\$
8	Three Person Network Crew	4.03.8	220	\$	\$	\$	\$
Total for Announcing at Bid Opening (Evaluation per Section 4.08)							\$
Sales Tax @ 10.2%							\$
Total Including Tax (Actual tax will be based upon location of the work)							\$

PROPOSAL - ADDITIONAL LABOR RATES

Item #	GROUP 2 Additional Personnel Sections 4.03.9 – 4.03.11	REGULAR TIME Per Hour	OVERTIME Per Hour (Section 4.06.1)	STORM RATE Per Hour (Section 4.06.2)
9	Lead Line Electrician - Foreman	\$	\$	\$
10	Line Electrician – Lineman	\$	\$	\$
11	Apprentice Line Electrician - Hot	\$	\$	\$
12	Apprentice Line Electrician	\$	\$	\$
13	Ground-Person / Helper	\$	\$	\$
14	Line Equipment Operator	\$	\$	\$
15	Heavy Line Equipment Operator	\$	\$	\$
16	Lead Wire Electrician - Foreman	\$	\$	\$
17	Wire Electrician - Wireman	\$	\$	\$
18	Apprentice Wire Electrician	\$	\$	\$
19	Substation Construction Inspector	\$	\$	
20	Meter Technician	\$	\$	
21	Relay Technician	\$	\$	
22	Communication Technician	\$	\$	
23	Senior Communication Technician	\$	\$	
24	Flagger - Not to include travel time (Section 8.02.2)	\$	\$	
25	Metallic Line and Magnetic Detection	\$	\$	
26	Non-Metallic Line Detection	\$	\$	
27	GPR (Ground Penetrating Radar) Subsurface Utility Scanning	\$	\$	
28	Substation Operator	\$	\$	
29	System Dispatcher	\$	\$	

PROPOSAL - ADDITIONAL EQUIPMENT

Item #	GROUP 3 Additional Equipment Section 4.03.12	REGULAR TIME Per Hour	STANDBY TIME Per Hour (Section 4.03.12)
30	45 ft. maximum working height Manlift (Bucket Truck)	\$	\$
31	55 ft. maximum working height Manlift (Bucket Truck)	\$	\$
32	65 ft. maximum working height Manlift (Bucket Truck)	\$	\$
33	75 ft. maximum working height Manlift (Bucket Truck)	\$	\$
34	85 ft. maximum working height Manlift (Bucket Truck)	\$	\$
35	95 ft. maximum working height Manlift (Bucket Truck)	\$	\$
36	105 ft. maximum working height Manlift (Bucket Truck)	\$	\$
37	Off-Road (all terrain) 75 ft. maximum working height Manlift (Bucket Truck)	\$	\$
37a	Mobilization of Off-Road (all terrain) 75 ft. max working height Manlift (Bucket Truck)	Per occurrence flat rate \$	
38	55 ft. maximum working height Material Handler	\$	\$
39	65 ft. maximum working height Material Handler	\$	\$
40	75 ft. maximum working height Material Handler	\$	\$
41	85 ft. maximum working height Material Handler	\$	\$
42	95 ft. maximum working height Material Handler	\$	\$
43	105 ft. maximum working height Material Handler	\$	\$
44	Pickup	\$	\$
45	1-Ton Flat-Bed Truck	\$	\$
46	Pole Trailer (35 foot to 45 foot)	\$	\$
46a	Pole Trailer (50 foot to 95 foot)	\$	\$
47	Dump Truck (6 yards)	\$	\$
48	Dump Truck (10 yards)	\$	\$
49	Wire Pulling Equipment (Reel trailer and tensioner capable of 4/0 to 1,272 MCM AL)	\$	\$

PROPOSAL - ADDITIONAL EQUIPMENT CONTIUNED

Item #	<u>GROUP 3 Cont.</u> Additional Equipment Section 4.03.12	REGULAR TIME Per Hour	STANDBY TIME Per Hour (Section 4.03.12)
50	Digger Derek for Distribution Poles	\$	\$
51	Digger Derek for Transmission Poles		
52	Off-Road (all terrain) Derek (Digger attachment preffered) capable of setting 90ft class H2 poles	\$	\$
52a	Mobilization of Off-Road (all terrain) Derek (Digger attachment preffered) capable of setting 90ft class H2 fir poles	Per occurrence flat rate \$	
53	1 reel Cable / Wire trailer	\$	\$
54	3 reel Cable trailer	\$	\$
55	4 reel Cable trailer	\$	\$
56	Hydraulic Cable Pulling Equipment - Trailer Mounted	\$	\$
57	Conduit Rodder with Minimum of 800 ft. of steel rod	\$	\$
57a	Mobilization of Conduit Rodder with Min. of 800 ft. of steel rod.	Per occurrence flat rate \$	
58	Flat-bed Boom Truck (Capacity of 20,000 lb.)	\$	\$
59	Street Sweeper	\$	\$
60	Eductor/Vactor Truck	\$	\$
60a	Mobilization of Eductor/Vactor Truck	Per occurrence flat rate \$	
61	Eductor/Vactor Trailer	\$	\$
62	Trailer – 18' to 20', tandem axel	\$	\$
63	Hi-Level mobile sign board (traffic control)	\$	\$
64	Mini Excavator w/ trailer (8' depth – for restricted access such as back lot line)	\$	\$
65	Backhoe w/trailer (14' depth w/ 12"-36" bucket)	\$	\$
66	Compactor plate and pavement breaker	\$	\$

PROPOSAL - ADDITIONAL EQUIPMENT CONTIUNED

Item #	GROUP 3 Cont. Additional Equipment Section 4.03.12	REGULAR TIME Per Hour	STANDBY TIME Per Hour (Section 4.03.12)
67	Backhoe w/trailer (17' depth w/ 12"-36" bucket)	\$	\$
68	Excavator w/trailer (24' depth w/ 42"-60" bucket)	\$	\$
68a	Mobilization of Excavator w/trailer (24' depth w/ 42"-60" bucket) with attachments.	Per occurrence flat rate \$	
69	Air Compressor with 60 lb. Pneumatic Pavement Breaker (Jackhammer)	\$	\$
70	Foundation Auger 6 to 8 ft. diameter	\$	\$
70a	Mobilization of Foundation Auger 6 to 8 ft. dia.	Per occurrence flat rate \$	
71	Excavation Shielding Box (Min 8 feet sides)	\$	\$
72	Overhead Wire Puller	\$	\$
73	Morgan Re-Wind Machine	\$	\$
74	Trencher	\$	\$
75	Steel Plate / Swamp Mat, capable of handling vehicular traffic	\$	\$
76	Tractor with lowboy trailer	\$	\$
77	Asphalt and Concrete Saw	\$	\$
78	Rock Saw	\$	\$
79	Standard Set of Highway Signs per MUTCD – (2) "Flagger Ahead"; (2) "Road Work Ahead"; (2) "Be Prepared to Stop" & (2) "Lane Closed Ahead". Total of Eight (8) Regulation Signs.	\$	

PROPOSAL - SPECIALTY CREWS & SERVICES

GROUP 4 Specialty Crews Sections 4.03.13 – 4.03.16			
Item #		<u>BID UNIT</u>	<u>UNIT COST</u>
80	Asphalt Grinding Crew (Section 4.03.13)	<u>square foot</u>	\$
80a	Mobilization of Asphalt Grinding Crew – for projects less than 1500 sq. ft. (Section 4.03.14)	<u>lump sum</u>	\$
81	Horizontal Directional Bore Setup – (Section 4.03.15)	<u>lump sum</u>	\$
82	a) 2 ½" Conduit*	<u>lineal foot</u>	\$
83	b) 4" Conduit*	<u>lineal foot</u>	\$
84	d) 6" Conduit*	<u>lineal foot</u>	\$
85	e) Directional Drilling Rig <u>Standby</u> time (Equipment operational time to be included in line items 82-84)	<u>per hour</u>	\$
86	Bore Pit Prep and Restoration Setup – Unpaved Surface (Section 4.03.16)	<u>lump sum</u>	\$
87	Bore Pit Prep and Restoration Setup – Paved Surface (Section 4.03.16)	<u>lump sum</u>	\$
Item #	<u>RENTAL AND PURCHASED ITEMS</u>		
88	Percent to be added to each invoice for rental items the contractor may need to rent, such as Tract Hoe, concrete saw, mechanical tamping equipment, equipment and personnel, crane operator, etc. (Section 4.03.17).	Percent Added to invoice: _____ %	
89	Percent to be added to each invoice for material items purchased by the contractor such as crushed rock, pea gravel, concrete, etc. (Section 4.03.18).	Percent Added to invoice: _____ %	

*Shall be UL listed SDR 13.5 smoothwall flexible HDPE conduit manufactured to industry standards for power applications.

PROPOSAL - PRICING SHEET CONT.

2 ND YEAR ESCALATION:	Escalation percentage for contract 2nd year , to be applied on anniversary date of award. A maximum of 5% will be allowed. See Section 5 - Measurement and Payment, Paragraph 5.03.	Items 1 through 8	%
		Items 9 through 29; 80 through 84; 86 & 87	%
3 RD YEAR ESCALATION:	Escalation percentage for contract 3rd year , to be applied on anniversary date of award. A maximum of 5% will be allowed. Per Section 4.05.3 – A single one year contract extension may be considered subject to mutual agreement per the same contract terms and conditions.	Items 1 through 8	%
		Items 9 through 29 80 through 84; 86 & 87	%
Pricing on all other line items will remain firm for the life of the contract			

NOTE: PRE-QUALIFIED ELECTRICAL CONTRACTOR

Pre-qualified Electrical Contractor(s): Respondents shall indicate below all firms performing work in this contract as a pre-qualified electrical contractor as described in Section 4.07.2

Contractor Name(s):

1. _____
2. _____
3. _____
4. _____



A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below. (See section 4.07.1).

[illegible]

SAFETY PLAN

In the space below or on a separate sheet the Respondent must provide a **comprehensive safety plan** addressing the following requirements. (See Section 8.01.1).

1. List of names and contact information for supervisory and management staff concerning **safety related issues**.

Name	Title	Contact Number

2. The contractor(s) shall have available to the City a 24 hour on-call number for service notifications. Provide below the on-call phone number for contact outside of normal business hours:

3. A process for addressing safety issues brought to the attention of the contractor by Tacoma Power.

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. If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

Equity in Contracting – EIC

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City's EIC regulations. Venders are also subject to the City's EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

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

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

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

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

www.cityoftacoma.org/sbe

www.omwbe.diversitycompliance.com – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

*After December 31, 2020, the list of EIC eligible firms may only be accessed at www.omwbe.diversitycompliance.com

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

Equity in Contracting Requirements

Minority Business
Enterprise Requirement

0%

Women Business
Enterprise Requirement

0%

Small Business Enterprise
Requirement

0%

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

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

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

CCD/SBE: WD17 – 0193F
Date of Record: 1.25.2019

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



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- Prime contractors are encouraged to solicit bids from EIC approved firms.
- Be sure to include this form with your bid submittal in order to receive EIC credit.
- It is the prime contractor's responsibility to check the certification status of EIC contractors prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete company names and phone numbers are required to verify your EIC usage.**

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

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

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

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

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

Application for Waiver of EIC Requirements

Section 1: Basic Information			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:			
Contact E-mail Address:		SBE %	
Contact Telephone No.:			
Section 2: Type of EIC Waiver Requested			
MBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:	
SBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SBE percentage:	
Please explain the reason for the waiver request:			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your efforts to meet the EIC requirements set forth in the contract and in support of your waiver application:			
<input type="checkbox"/> Attachment A. List of the general circulation, trade and MWBE/SBE-oriented publications and dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.			
<input type="checkbox"/> Attachment B. List of the certified MWBEs/SBEs appearing in the State of Washington Office of Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not selected.			
<input type="checkbox"/> Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.			
<input type="checkbox"/> Attachment D. Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.			
<input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.			
<input type="checkbox"/> Attachment F. Other information deemed relevant to the request.			
Section 4: Signature and Contract Information			
By signing and submitting this form, the contractor or department certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.			
Prepared by (signature): _____		Date: _____	
Name and title of preparer (print): _____			

Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed "Application for Waiver of EIC Requirements" form, along with the required supporting documentation.

Section 1: Basic Information

Enter the contractor's name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

Section 2: Type of Waiver Request

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

Section 3: Supporting Documentation

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

Section 4: Signature and Contact Information

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.

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 \$ _____



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

4.1.3

4.2 Commercial (Business) Automobile Liability Insurance



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.6 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.6.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.6.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.7 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.

4.8 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

4.9 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 4.9.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor.
- 4.9.2 Be on an ISO Special Form Causes of Loss or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.
- 4.9.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
- 4.9.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma.
- 4.9.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.
- 4.9.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.
- 4.9.7 Include coverage for the testing and startup of the building's operating systems.
- 4.9.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion.
- 4.9.9 Include resultant damage coverage for loss due to faulty workmanship and defective material.

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

4.10 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

- 4.10.1 Endorsed to include Limited Seepage and Pollution Endorsement
- 4.10.2 Endorsed to include Evacuation Expense Coverage Endorsement.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.11 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

4.12 Other Insurance

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

4.13 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

DELETIONS, MODIFICATIONS, AND REFERENCES TO THE
GENERAL PROVISIONS

All paragraphs of the General Provisions are applicable to this specification and contract except the following:

DELETE: SECTION I, Paragraphs 1.16 B

The following paragraphs of the General Provisions have been referenced or modified within Sections 4 thru 9:

1.14 – Firm Prices/Escalation	5.03 – Escalation / De-Escalation
2.01 B – Surety Bond	4.05.5 – Performance Bond and Payment Bond
2.11 – City of Tacoma’s Right to Terminate Contract	4.09 – Contract Termination by Tacoma Power
2.14 - Delivery	4.06 – Contract Work Times
3.08 B – Prevailing Wages	4.12 – Prevailing Wages
3.13 – Final Payment	9.02 – Final Payment – Retainage Release
	4.05.4 – Retainage Bond

GENERAL PROVISIONS

(Sections 1, 2 & 3)

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).

1.22 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. 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.
2. Special Provisions prevail if they conflict with the General Provisions and/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 indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 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 accountspayable@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 AGREEMENTS

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

SECTION 4 – SPECIAL PROVISIONS

4.01 - PROJECT DESCRIPTION

The work to be performed under the provisions of these specifications shall consist of furnishing crews, equipment, and the required supervision to augment Tacoma Power's work force during times of emergency and/or peak workloads when Tacoma Power work crews are either insufficient in number or unavailable to provide the public with continued service. The work to be performed may be overhead distribution, underground distribution, substation, overhead transmission, and system operation on systems owned and operated by Tacoma Power.

4.01.1 - LISTING OF WORK

The work may consist of:

- **setting** and replacing distribution or transmission poles;
- **framing** distribution or transmission poles;
- **repair, replace, remove, and/or install** overhead or underground services;
- **repair, replace, remove, and/or install** pole-mounted or pad-mounted transformers; regulators; protective equipment including fuses, sectionalizers, and/or reclosers;
- **repair, replace, remove, and/or install** overhead conductors, underground conduits and cables, or transmission conductors;
- **repair, replace, remove, and/or install** equipment in the downtown sub-surface network;
- **repair, replace, remove, and/or install** equipment in substations, etc.,

All work shall be done in accordance with Tacoma Power Standards, specifications, Washington State WAC Safety Regulations, and under the general direction of Tacoma Power personnel.

4.01.2 - CONTRACTOR RESPONSIBILITY

The contractor shall supply the necessary supervision, equipment, transportation, and tools to accomplish the required work.

4.01.3 - TACOMA POWER RESPONSIBILITY

With the exception of bid line items 82-84 or unless otherwise arranged with the contractor, Tacoma Power will provide the materials required for completion of work on this contract. Any Tacoma Power materials issued in excess of that required must be returned after the completion of each job.

4.01.4 – NUMBER OF CONTRACTS TO BE AWARDED

Tacoma Power will take into consideration the price and evaluation factors set forth in Section 4.08 of this specification and may accept any item or group of items or overall best offer. A single contract or multiple contracts may be awarded based upon the best interests of the City.

4.01.5 – USE OF OTHER CONTRACTS

Award of a contract per this specification in no way restricts Tacoma Power from requesting bids and awarding contracts for like work during the course of the contract.

4.01.6 – CALENDAR OF EVENTS

The anticipated schedule of events concerning this RFP is shown below. A final contract is subject to approval by the Tacoma Public Utility Board.

EVENT	DATE
Pre-Bid Meeting, 10:00 a.m. PT	December 30, 2020
Questions due, 3:00 p.m. PT	December 31, 2020
Questions and answers posted	January 5, 2021
Submittal deadline, 11:00 a.m. PT	January 12, 2021
Evaluation Finalized	January 22, 2021
Public Utility Board Approval	February 10, 2021

These are tentative dates and are subject to change. The City reserves the right to adjust these dates as needed.

4.01.7 – BID BOND

Per Section 1.03 of the General Provisions, each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond payable to the City Treasurer for a sum of five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit.

4.01.8 – WASHINGTON STATE BUSINESS LICENSE

Respondents are requested to identify their current Washington State Business License number in the space provided on the Proposal Signature Page. Any Respondent that does not have a Washington State Business License at time of bid submission shall, if recommended for contract award, immediately obtain such License and provide evidence thereof to the City of Tacoma as a condition of contract award. Failure to obtain a Washington State Business License may be grounds for rejection of the Proposal and recommendation of the next lowest and best responsible Respondent.

4.01.8A –BUSINESS LICENSE WEB SITE

If a Washington State Business License is needed please refer to the following web site address for more information and application:

<http://bls.dor.wa.gov>

4.01.8B - CITY OF TACOMA BUSINESS LICENSE

Refer to Section 1.13.C and its requirement for the inclusion of the City of Tacoma's Business and Occupation Tax in all bid pricing.

4.01.9 - DEFINITIONS

For the purposes of these specifications, the following definitions shall apply:

Term	Definition
RESPONDENT / BIDDER	A potential contractor offering a submittal to supply a service in accordance with these Specifications.
CITY	The City of Tacoma, Tacoma Power.
SERVICE	The scope of work to be completed under this contract in accordance with these Specifications.
SPECIFICATION	This document, detailing the scope of service required.
CONTRACTOR	The Respondent(s) awarded a contract pursuant to these Specifications.
PROJECT MANAGER	Tacoma Power representative administering the project and providing decisions on project work.

4.02 - PROJECT LOCATION

Crews may be assigned to work on any property owned or controlled by the City or private property of which the City provides service. Tacoma Power's service territory (Appendix "M") resides within Pierce County Washington. Transmission lines originating at generation sites and distribution facilities within King, Lewis, and Mason Counties are also included within the scope of this contract.

4.02.1 - CONTRACTOR SHOP SITE

The contractor will provide a shop area within 40 minutes maximum travel time to work areas. If this cannot be provided, the contractor will be responsible for travel time costs and report to the job site at 8:00 a.m. The contract crews are expected to report to the jobsite promptly. The 40 minute allowed travel time is intended for the travel distances between shop site and job site.

4.02.1A – USE OF TACOMA POWER PROPERTY

When mutually advantageous Tacoma Power may permit the contractor to use a site owned by Tacoma Power or The City of Tacoma. Prior to use of Tacoma Power or City of Tacoma property, the contractor is required to sign an ***"Agreement for Use of City Property"*** form, included as Appendix "J". Other conditions not specified in this document, which may include monetary compensation to the City of Tacoma, may be imposed per site.

4.02.1B – NUMBER OF SITES

As the work dictates there may be more than one shop site required for multiple crews.

4.02.2 - ASSIGNMENT OF WORK

Tacoma Power's Asst. Transmission and Distribution Manager or his designee will assign specific work.

4.02.3 - PER DIEM

For all work covered by this contract per diem will not be paid by Tacoma Power. All costs are to be covered by the bid items listed except as allowed per section 4.06.2.

4.03 – CREW & ITEM STRUCTURE

Within this section further detail is provided on crew structure, expected performance, and specific item descriptions. All crew personnel shall be fit for full duty with no work restrictions. Foreman will be required to carry contractor provided cell phones and call for all underground locates.

4.03.1 - ITEM 1 - FOUR-PERSON LINE CREW – OVERHEAD TRANSMISSION

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment (with the exception of a pole trailer which will be charged separately per items 46-46a) under normal circumstances:</p> <ul style="list-style-type: none"> • Pole Setting & Replacement up to 95 ft. lengths including setting through energized 15kV Circuits and Pole Butt pulling • Pole-Mounted Switch installation, or replacement • Relocation of lines, & extension of existing lines that include conductors up to 1272 AAC and guys as large as 25M
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level line electricians / linemen with one (1) to be as lead / foreman ○ One (1) hot apprentice line electrician / lineman, or 3rd journey level line electrician / lineman ○ One (1) apprentice, ground-person or equipment operator • Equipment <ul style="list-style-type: none"> ○ 85-foot minimum working height Material Handler ○ Line Truck with Derrick Digger capable of setting 110ft Class H2 ○ 1-ton flatbed ○ Pole Jack • Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include <ul style="list-style-type: none"> ○ Hot Line Tools including sticks, wire cutters, hoists, barriers, & rubber goods ○ Grips, slings, hoists, wire cutters, presses & dies and equipment for #6 Cu thru 1272 AAC and 6M thru 25M guy wire and up to 1" Anchor rod ○ Hole compactor / tamper ○ Load break tool (S&C Loadbuster or equivalent) ○ Testing tools for voltage, current, sequencing & phasing ○ Personal protective grounding & equipotential tools • Safety equipment, personnel protective equipment • Traffic control devices including cones and signs and any other accessories required to perform the assigned work

4.03.2 - ITEM 2 - FOUR-PERSON LINE CREW – OVERHEAD DISTRIBUTION

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment (with the exception of a pole trailer which will be charged separately per items 46-46a) under normal circumstances:</p> <ul style="list-style-type: none"> • Pole Setting & Replacement up to 60 ft. lengths including setting in energized 15kV Circuits and the pulling of Pole Butts • Switch, transformer and capacitor bank installation, or replacement • Feeder sectionalizing & underground work as assigned including cable termination and pulling • Relocation of lines, & extension of existing lines that include conductors up to 795 AAC and guys as large as 25M
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level line electricians / linemen with one (1) to be as lead / foreman ○ One (1) hot apprentice line electrician / lineman, or 3rd journey level line electrician / lineman ○ One (1) apprentice, ground-person or equipment operator • Equipment <ul style="list-style-type: none"> ○ 55 foot minimum working height Manlift (Bucket Truck), ○ Line Truck with Derrick Digger capable of setting 65ft Class 1 poles ○ 1-ton flatbed ○ Pole Jack • Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include: <ul style="list-style-type: none"> ○ Hot Line Tools including sticks, wire cutters, hoists, barriers, & rubber goods ○ Grips, slings, hoists, wire cutters, presses & dies, and equipment for #6 Cu thru 795 AAC and 6M thru 25M guy wire and up to 1" Anchor rod ○ Hole compactor / tamper ○ Load break tool (S&C Loadbuster or equivalent) ○ Testing tools for voltage, current, sequencing & phasing ○ Personal protective grounding & equipotential tools • Safety equipment, personnel protective equipment • Traffic control devices including cones and signs, and any other accessories required to perform the assigned work

4.03.3 - ITEM 3 - THREE-PERSON CIVIL CREW - UNDERGROUND

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none">• Install conduit and vaults in trench dug by others• Dig trench and install conduit and vaults• Repair primary and secondary cables• Primary switching, testing and grounding
Measurement	<p>Shall be measured by the hours worked at the fixed cost per hour.</p>
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none">• Labor<ul style="list-style-type: none">○ Two (2) journey-level line electricians / linemen with one (1) to be as lead / foreman○ One (1) apprentice, ground-person or equipment operator• Equipment<ul style="list-style-type: none">○ Including 6 minimum yard Dump Truck with Backhoe & Trailer○ Flat-bed Boom Truck with Pipe Trailer,○ 1-ton Flat-bed,• Tools per Section 4.04 shall be available to the crew as they are qualified to use: Normal tool requirement for the crew to include:<ul style="list-style-type: none">○ Vault and Lid lifting rigging (to include Meadow-Burke 2-ton lifting clutches)○ Hand tools not limited to conduit saws, shovels & sledge hammers○ Fiberglass Rodder for proofing conduit runs○ Jumping Jack Tamper compaction tool○ Tools necessary to switch and repair primary and secondary cables○ Shoring (up to 8ft excavation)• Safety Equipment, personnel protective equipment• Traffic control devices including cones and signs, and any other accessories required to perform the assigned work.

4.03.4 - ITEM 4 - FOUR-PERSON LINE CREW - UNDERGROUND

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none"> • Install conduit and vaults in trench dug by others • Dig trench, bore and install conduit and vaults • Pull & terminate primary and secondary cable • Set pad-mounted transformers & switchgear • Make-up secondary hand-holes (SSB's) • Install risers on poles and terminate & energize cable • Perform switching operations as required on Overhead and Underground Systems
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level line electricians / linemen with one (1) to be as lead / foreman ○ One (1) hot apprentice line electrician / lineman, or 3rd journey level electrician / lineman ○ One (1) apprentice, ground-person or equipment operator • Equipment <ul style="list-style-type: none"> ○ Flat-bed Boom Truck with Pipe Trailer & capstan, or Line Truck with capstan & Pipe Trailer ○ 55 foot minimum working height Manlift (Bucket Truck) ○ 1-Ton flat-bed a single with a wire reel stand • Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include: <ul style="list-style-type: none"> ○ Hot Line Tools including sticks, barriers, & rubber goods ○ Cable grips, wire cutters, terminating tools, presses, line blower, feed tube, & cable pulling dollies for up to 750KCM cu primary cable ○ Terminating tent ○ Testing tools for voltage, current, sequencing & phasing ○ Load break tool (S&C Loadbuster or equivalent) ○ 200A parking and feed-thru bushings ○ Shoring (up to 8ft excavation) ○ Steel plates for temporarily covering excavations ○ Vault and Lid lifting rigging (to include Meadow-Burke 2-ton lifting clutches) ○ Jumping Jack Tamper compaction tool ○ Air Monitor(s), ventilation equipment, & enclosed space rescue equipment ○ Personal protective grounding & equipotential tools • Safety Equipment, personnel protective equipment • Traffic control, devices including cones and signs, and any other accessories required to perform the assigned work

4.03.5 - ITEM 5 - TWO-PERSON LINE CREW - SERVICES

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none">• Use of a laptop computer supplied by Tacoma Power to receive and close out service orders via mobile dispatch• Install and energize Overhead and Underground Services• Investigate, locate and repair Overhead and Underground service faults• Install and repair street lights• Perform distribution switching operations on overhead and underground systems
Measurement	<p>Shall be measured by the hours worked at the fixed cost per hour.</p>
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none">• Labor<ul style="list-style-type: none">○ Two (2) journey-level people with one (1) to be as lead / foreman• Equipment<ul style="list-style-type: none">○ 45-foot minimum working height Manlift (Bucket truck) with the following accessories:<ul style="list-style-type: none">▪ Reel holder for triplex service wire▪ Jib to lift vault covers• Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include:<ul style="list-style-type: none">○ Basic hot line tools○ Grips, slings, hoists, wire cutters, connection tools & equipment for #6 Cu thru 4/0- ACSR and 25M guy wire○ Load break tool (S&C Loadbuster or equivalent)○ Testing tools for voltage, current, sequencing & phasing○ Personal protective grounding & equipotential tools• Safety equipment, personnel protective equipment• Traffic control devices including cones and signs, and any other accessories required to perform the assigned work

4.03.6 - ITEM 6 - TWO-PERSON SUBSTATION CREW

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none"> • Within substations with voltages of 12470, 14400, 110,000, & 230,000 V: <ul style="list-style-type: none"> ○ Construct, fabricate, maintain electrical facilities such as <ul style="list-style-type: none"> ▪ Transformers, CT's & PT's ▪ Circuit Breakers ▪ Switches & Switchgear ▪ Towers, Pipe & Strain Bus, & Bus Support ▪ Relays, SCADA controllers ▪ Control & Instrument Wiring ▪ Grounds
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level people with one (1) to be as lead / foreman • Equipment <ul style="list-style-type: none"> ○ 55-foot minimum working height Manlift (Bucket truck), ○ Line truck with equipment boom • Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include: <ul style="list-style-type: none"> ○ Hot Line Tools ○ Rigging tools, grips, wire cutters, connection tools & equipment for up to 1272 AAC ○ Testing tools for voltage (600 V to 230 kV), current sequencing & phasing ○ Personal protective grounding & equipotential tools • Safety Equipment, personnel protective equipment • Traffic control devices including cones and signs, and any other accessories required to perform the assigned work

4.03.7 - ITEM 7 - THREE-PERSON SUBSTATION CREW

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none">• Within substations with voltages of 12470, 14400, 110,000, & 230,000 V:<ul style="list-style-type: none">○ Construct, fabricate, maintain electrical facilities such as<ul style="list-style-type: none">▪ Conduit/Civil▪ Foundations▪ Grounds
Measurement	<p>Shall be measured by the hours worked at the fixed cost per hour.</p>
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none">• Labor<ul style="list-style-type: none">○ two (2) journey-level people with one (1) to be as lead / foreman○ one (1) helper/apprentice/equipment operator• Equipment<ul style="list-style-type: none">○ including 55-foot minimum working height Manlift (Bucket truck)○ line truck with equipment boom,○ 1 Ton Flat Bed / Pickup / Foreman's vehicle• Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include:<ul style="list-style-type: none">○ Hot Line Tools○ Rigging tools, wire cutters, connection tools & equipment for up to 1272 AAC○ Testing tools for voltage, current, sequencing & phasing○ Personal protective grounding & equipotential tools• Safety Equipment, personnel protective equipment• Traffic control devices including cones and signs, and any other accessories required to perform the assigned work.

4.03.8 - ITEM 8 - THREE-PERSON NETWORK CREW

Capability	<p>This crew shall be equipped to perform the following tasks without additional equipment under normal circumstances:</p> <ul style="list-style-type: none"> • Within secondary network environment fed by 12470V primary to 216/120 V secondary network within enclosed spaces of vaults and rooms, and spot networks of 480/277 V secondary: <ul style="list-style-type: none"> ○ Construct, fabricate, maintain electrical facilities such as <ul style="list-style-type: none"> ▪ Transformers ▪ Switches & Switchgear ▪ Pulling & terminating primary and secondary cable
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	<p>The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level people with one (1) to be as lead / foreman ○ One (1) helper/apprentice/equipment operator • Equipment <ul style="list-style-type: none"> ○ line truck with equipment boom ○ 1 Ton Flat Bed / Pickup / Foreman's vehicle • Tools per Section 4.04 shall be available to the crew: Normal tool requirement for the crew to include: <ul style="list-style-type: none"> ○ Hot Line Tools ○ Rigging tools, wire cutters, UG connection tools & equipment for up to 500 Cu ○ Testing tools for voltage, current, sequencing & phasing ○ Personal protective grounding & equipotential tools ○ Air Monitor(s), ventilation equipment, & enclosed space rescue equipment ○ Ladders • Safety Equipment, personnel protective equipment • Traffic control devices including cones and signs, and any other accessories required to perform the assigned work.

4.03.9 - ITEMS 9 THROUGH 27 - RATES FOR ADDITIONAL PERSONNEL

Expectations	These additional personnel shall be qualified fit for full duty with no work restrictions.
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work of the designated line item.

4.03.10 - ITEM 28 - RATES FOR SUBSTATION OPERATOR

Expectations	These additional personnel shall be qualified Journey Level Workers fit for full duty with no work restrictions. Individual is required to have completed Tacoma Power Substation Operator training and have previously been employed by Tacoma Power for a minimum of 2 years in the capacity of a journey level employee.
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work of the designated line item.
Certification Costs	For this personnel line item the contractor may submit a reimbursement request for actual expenses related to training or certification necessary to meet requirements established by NERC/WECC. Training or certification must be pre-approved by and at the request of Tacoma Power. Refer to section 7.08 of this specification for further details.

4.03.11 - ITEM 29 - RATES FOR SYSTEM DISPATCHER

Expectations	These additional personnel shall be qualified Journey Level Workers fit for full duty with no work restrictions. Individual is required to have completed Tacoma Power System Dispatcher training and have previously been employed by Tacoma Power for a minimum of 2 years in the capacity of a journey level employee.
Measurement	Shall be measured by the hours worked at the fixed cost per hour.
Payment	The unit price shall be full compensation for all costs associated with the labor, equipment and tools required to perform the work of the designated line item.
Certification Costs	For this personnel line item the contractor may submit a reimbursement request for actual expenses related to NERC/WECC certification. Training or certification must be pre-approved by and at the request of Tacoma Power. Refer to section 7.08 of this specification for further details.

4.03.12 - ITEMS 30 THROUGH 79 - RATES FOR ADDITIONAL EQUIPMENT

Measurement	Shall be measured by the hours used at the fixed cost per hour.
Payment	The unit price shall be full compensation for all costs associated with the equipment and tools required to perform the work of the designated line item.
Regular Time	The time that equipment is utilized during daily shift. This equipment shall be approved by the project manager or in their place the inspector. The time charged must match that recorded by the Tacoma Power Inspector on the <i>Daily Crew Inspection Report</i> . Tacoma Power will not pay for out of service equipment.
Standby Time	Time, not to exceed 40 hours per week, for equipment that is held as available in the contractor shop site. This equipment must have been approved by the project manager prior to bringing into the contractor shop site.
Mobilization	Mobilization will be paid only on designated equipment (items 37a, 52a, 57a, 60a, 68a & 70a) when requested for less than one work week. Mobilization will not be paid when combination of use and standby time exceeds one work week. Mobilization to be bid as flat rate that includes mobilization and demobilization to and from the Tacoma Power service area. Moving equipment within the service area does not qualify as a mobilization.

4.03.13 - ITEM 80 - ASPHALT GRINDING CREW

Measurement	Shall be measured by the square foot at the fixed cost per square foot.
Payment	The unit price shall be full compensation for all costs associated with the labor, equipment and tools required for grinding asphalt. Asphalt shall be ground into particles no larger than 1 ½" and left in place for removal during the trenching operation. All grinding shall be at least 1" below asphalt, into the sub-grade.
Additional Work	Additional work considered incidental to this bid item includes leaving the site in a neat and clean condition, the ground material shall be placed in the trench line and wheel packed. Shall be capable of grinding 18" to 36" widths.
Traffic Control	The contractor shall provide all traffic control devices (coning & signage per WSDOT and local requirements)

4.03.14 - ITEM 80A - ASPHALT GRINDING CREW MOBILIZATION

Measurement	Shall be a lump sum for each mobilization.
Payment	The lump sum price shall be allowed for mobilization of a crew when less than 1500 square feet of grinding is identified by Tacoma Power. The 1500 square foot minimum may be identified in the form of multiple sites.

4.03.15 - ITEM 81 THROUGH 85 – HORIZONTAL DIRECTIONAL BORE

Measurement	<p>Item 81 – Horizontal Directional Bore setup shall be a lump sum price.</p> <p>Items 82 through 84 shall be measurement per lineal foot, complete and in place.</p>
Payment	<p>Item 81 – The unit price shall be full compensation for all costs associated with the labor, materials, and equipment necessary for work site setup to horizontal directional bore. Costs shall include site preparation and mobilization/demobilization of the drilling rig at each work location. One setup fee will be allowed for all boreholes which occur at a single work site location. If the drilling rig is re-located to a new work site, an additional setup fee would be allowed.</p> <p>Item 82 through 84 - The per foot unit price shall be full compensation for all costs associated with the labor, materials, and equipment, to include the drilling rig, necessary to horizontal directional bore as directed by Tacoma Power personnel. Bores will be 2 ½ ", 4 or 6" conduits.</p> <p>Crew makeup shall be:</p> <ul style="list-style-type: none"> • Labor <ul style="list-style-type: none"> ○ Two (2) journey-level people with one (1) to be as lead / foreman ○ Two (2) ground-person or equipment operator
Incidental Work	<p>Work considered incidental to this item includes hand digging/trenching to expose existing utility substructure, extending trench to a pedestal or pole and any other digging required for placement of the facilities/conduit.</p>
Standby Time	<p>Item 85 – Time, not to exceed 40 hours per week, for equipment that is held as available in the contractor shop site. This equipment must have been approved by the project manager prior to bringing into the contractor shop site.</p>
Traffic Control	<p>The contractor shall provide all traffic control devices (coning & signage per WSDOT and local requirements).</p>

4.03.16 - ITEMS 86 AND 87 - UNDERGROUND BORE/PUSH

Measurement	Item 86 & 87 – Bore Pit Prep and Restoration setup shall be a lump sum price.
Payment	Item 86 & 87 – The unit price shall be full compensation for all costs associated with the labor, materials, and equipment necessary for work site setup to excavate and restore the bore pit.
Incidental Work	Work incidental to this bid item shall include the placement of all Tacoma Power furnished conduit necessary to extend to vault or pole, excavation and restoration of bore pits including asphalt/concrete removal and replacement, and for the complete restoration of landscape materials (See Section 7.03). All conduits must be proofed with a Tacoma Power supplied mandrel, with a Tacoma inspector present.

4.03.17 - ITEM 88 - EQUIPMENT RENTAL

Measurement	Shall be for each invoice.
Payment	Payment shall be based upon the percent bid on proposal sheet to be added to each invoice for rental items the contractor may need to rent. Each rental item must be listed on the receipt from the rental agency and shall be submitted to Tacoma Power with the invoice. To be considered for payment Tacoma Power must approve all rented items prior to rental.

4.03.18 - ITEM 89 - MATERIAL PURCHASE

Measurement	Shall be for each invoice
Payment	Payment shall be based upon the percent bid on proposal sheet to be added to each invoice for material items purchased by the contractor. Each item must be listed on the receipt from the seller and shall be submitted to Tacoma Power with the invoice To be considered for payment Tacoma Power must approve all material items prior to purchase.

4.04 – TOOLING OF CREWS

Crews that are provided per the contract(s) awarded as a result of this specification shall have all standard and appropriate tools and equipment to perform the work assigned safely. The following is listing of tools that are expected however it is not intended to be an all-inclusive list of tools that will be required to be available from the contractor to perform the work.

4.04.1 – SWITCHING TOOLS

- ❑ Load Break Tool (S&C Loadbuster or Equivalent)
- ❑ Jumper Cables (Macs) of various lengths and sizes

4.04.2 – HOT LINE TOOLS FOR 15KV DISTRIBUTION WORK

- ❑ Assortment of Hot Sticks & Accessories to include:
 - Clamp-all Sticks, Switch sticks, & Hot Cutters
 - Adapters to perform standard line work tasks
 - Hoists,
- ❑ Barriers, covers, and rubber blankets
- ❑ Lifting Trees, temporary fiberglass extension arms, gins

4.04.3 – WIRE CONNECTION TOOLS

- ❑ Wedge Connector application tool with shells compatible with Burndy & AMP Wedge Connectors
- ❑ Presses of all standard dies for making pressed connections

4.04.4 - HIGH AND LOW VOLTAGE TEST EQUIPMENT

- ❑ Phasing tool & Voltage Meters for 15kV overhead and underground, Amp meters, Sequence Meter, Capacitor Tester

4.04.5 – RIGGING EQUIPMENT

- ❑ Hoists, straps, slings, blocks
- ❑ Wire grips & cutters for copper (#6 thru 4/0) & aluminum conductors (#4 ACSR thru 1272 AAC), and steel guy wire (6M, 12M, & 25M plus 1" or less anchor rod)
- ❑ Conductor Travelers for distribution and transmission conductors
- ❑ Spider pulling line system or equivalent

4.04.6 - UNDERGROUND

- ❑ Vault and Lid lifting rigging (to include Meadow-Burke 2-ton & 4-ton ring clutches (See Appendix "K"))
- ❑ Hand tools not limited to conduit saws, shovels & sledge hammers
- ❑ Cable grips, termination tools, & presses
- ❑ Tent(s) / Shelters (Example Pelsue Pop-Ups)
- ❑ Pipe & Pulling Dollies (min 18in Diameter)
- ❑ Cable feed tubes & guides
- ❑ Air Monitor(s), ventilation equipment, & enclosed space rescue equipment
- ❑ Excavation Shoring & Shielding equipment

4.04.7 – GROUNDING AND EQUIPOTENTIAL TOOLS AND DEVICES

- ❑ 4/0 Cu grounds of various lengths for transmission & substation
- ❑ 2/0 Cu grounding conductors of various lengths for distribution overhead
- ❑ Pole Bands / chain binders
- ❑ URD Grounding sets – 1/0 Cu with 200 Amp Load-break elbows and feed-thru bushings

4.04.8 – GENERAL TOOLS

- ❑ Chain Saws w/ oil & fuel
- ❑ Shovels & Rakes
- ❑ Ladders
- ❑ Backfill compactors / tampers for pole holes and trenches

4.05 - COMMENCEMENT OF WORK

4.05.1 - CONTRACT DOCUMENTS

The contractor will be required to complete the contract documents within ten (10) calendar days after the award of the contract.

- ❑ Contract (sample form in Appendix “D”)
- ❑ Performance Bond and Payment Bond (Reference Section 4.05.5)
- ❑ Retainage Bond (If applicable; reference Section 4.05.4)
- ❑ Insurance certificate including endorsements
- ❑ Prime Contractor LEAP Utilization Form
- ❑ Intent to Pay Prevailing Wage

4.05.2 – AWARD DATE OF CONTRACT

The “*Award Date of the Contract*” will commence when all required contract, bonding and insurance documents have been fully signed and executed by the contractor and the City of Tacoma. The routing of these documents to obtain the signatures of representatives from both parties will occur following approval of the contract by the Public Utility Board.

4.05.3 - TERM OF CONTRACT

The term of this contract is from the date of award per Section 4.05.2 through the subsequent 36 month period. A single one-year contract extension may be considered if Tacoma Power finds that it is in its best interest to extend the contract under the same terms and conditions of the original contract. Contract extensions shall follow the provisions listed in General Provisions Section 1.17.

4.05.4 – RETAINAGE BOND

The requirements listed in Section 3.13 of the General Provisions shall be modified as listed below.

4.05.4A – BOND IN LIEU OF RETAINAGE

Tacoma Power will accept a bond in lieu of retainage in the value of five percent (5%) of the total contract value. The bond will be required to be included with all contract documents upon inception of the contract and subsequent adjustments.

4.05.4B - ADDITIONAL CONTRACT AMOUNTS

Tacoma Power may elect to issue additional contract amounts to said supplier/contractor. In that event, the selected contractor will be required to execute a new contract amendment for the identified work and may be required to submit a new or supplemental retainage bond securing five percent (5%) of the new contract amount so awarded if the remaining contract value exceeds the current bond amount.

4.05.5 - PERFORMANCE BOND AND PAYMENT BOND

The requirements listed in Paragraph B, Section 2.01 of the General Provisions shall be modified as listed below.

4.05.5A - ISSUANCE OF CONTRACTS

Amounts will be issued to individual contracts as work is identified. The Transmission and Distribution section of Tacoma Power will, at its discretion, identify work and issue contracts for such work based on review of prices quoted for labor and equipment, along with availability of individual bidders' resources at the time.

4.05.5B - POSTING OF PERFORMANCE AND PAYMENT BOND

To minimize the burdens related to bonding, Tacoma Power will require a performance and payment bonds to be posted as contract amounts are issued per section 4.05.5A. As work is identified an individual contractor will be selected to perform that work. At that time, Tacoma Power will require said contractor to execute a contract for the identified work and submit a performance and payment bonds for one hundred percent (100%) of the amount awarded.

4.05.5C - ADDITIONAL CONTRACT AMOUNTS

Tacoma Power may elect to issue additional contract amounts to said contractor. In that event, the selected contractor will be required to execute a contract amendment for the identified work and submit new or supplemental performance and payment bonds securing one hundred percent (100%) of the new amount so awarded.

4.05.6 - COMMENCEMENT OF WORK

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.

This contract work may not be continuous, and several months may go by before more work may be available for each contractor.

4.06 - CONTRACT WORK TIMES

Contract work times shall be eight hours of work between the hours of 8:00 a.m. and 4:30 p.m. or 5:00 pm, Monday through Friday, excluding holidays, described in Section 2.14 and 3.08A of the General Provisions or as otherwise approved by the Tacoma Power Assistant Manager of Transmission and Distribution or their designee.

4.06.1 – NECA CONTRACT REFERENCES

Work hours per this contract subject to overtime rate will be in accordance with the National Electrical Contractors Association (NECA) contract.

The NECA Contract work schedule of 4 days / week – 10 hours / day Monday through Thursday may require job specific approval by Tacoma Power.

4.06.2 – STORM RATES

The determination of the onset and cessation of a storm event as it relates to this contract will be the responsibility of the Tacoma Power Transmission and Distribution Manager or their designee. Crew storm rates will be paid for hours worked (not to include meal periods) at the hourly bid rate submitted on the proposal sheets. Storm rates will only be applicable on proposal sheet line items 1-8 “Crew Rates” and “Additional personnel” items 9-18. Storm rates will not be allowed on “Additional personnel” line items 19-29. The contractor will be responsible for the initial costs for lodging and meals for contract crews during a storm event. Reimbursement of lodging and meals will be allowed at the actual costs incurred, not to exceed the U.S. General Services Administration per diem rates for the Pierce County Tacoma area (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). The contractor must submit a copy of the itemized receipts with reimbursement request.

4.07 - QUALIFICATION OF CONTRACTORS

Only contractors experienced in this type of work, and with a record of successful completion of jobs of similar scope, will be considered.

4.07.1 - RECORD OF PRIOR CONTRACTS

The Respondent must include with their submittal the “Contractor's Record of Prior Contracts” form included in the proposal pages of this specification. As outlined on the form, a summary of work that includes the requested information submitted on company letterhead would be acceptable in place of the form.

4.07.2- PREQUALIFICATION OF ELECTRICAL CONTRACTORS

As required in the Revised Code of Washington (RCW) 35.92.350 and in General Provisions Section 1.08B, electrical construction or improvement work for this project shall be performed by an electrical contractor pre-qualified by Tacoma Power. It shall be the duty of every Respondent to comply with the provisions of this Washington State Law and Tacoma Power requirements for the use of pre-qualified electrical contractors for such work.

The bid proposal items listed below in Section 4.07.2A and 4.07.2B shall be the responsibility of a Pre-qualified Electrical Contractor approved by Tacoma Power. Tacoma Power requires each Respondent to name a firm or firms on the "Proposal Pricing Sheet" that is identified on the "2020 Tacoma Power Prequalified Electrical Contractors List" at the time this bid solicitation is advertised.

Pre-qualified electrical contractor(s) must be identified and may be the bidder itself, subcontractor(s), or a combination of both. The list of approved pre-qualified electrical contractors for consideration on this project is included as Appendix "L". Bids submitted without the named prequalified electrical contractor(s) shall be deemed non-responsive.

To pre-qualify as an electrical contractor, applications may be made through Tacoma Power, Transmission & Distribution Section on an on-going basis. HOWEVER, for this project, firms that are not currently listed on the "2020 Tacoma Power Prequalified Electrical Contractors List" are not allowed to perform electrical work under a contract resulting from these specifications. Additional information on the Pre-qualified Electrical Contractor Program may be viewed on the following website:

<http://www.mytpu.org/ContractorPrequalification>

4.07.2A – QUALIFIED LINE CONTRACTOR

For this contract, in order to be considered qualified for line construction work (proposal line items 1-5) the contractor or a named sub-contractor must be pre-qualified for all work elements in Parts 10-A, 10-B, 10-C & 10-E on the "2020 Tacoma Power Prequalified Electrical Contractors List", with the exception of work element 10-C-5 (Stringing of lines for spans of 3000 ft. or greater at tensions above 30,000 lbs).

4.07.2B – QUALIFIED SUBSTATION CONTRACTOR

For this contract, in order to be considered qualified for substation construction work (proposal line items 6-8) the contractor or a named sub-contractor must be pre-qualified for all work elements in Parts 10-A and work elements 10-D-3 & 10-D-4 on the "2020 Tacoma Power Prequalified Electrical Contractors List".

4.07.3 – LINE CLEARANCE QUALIFICATION

Contract crew foreman will be required to hold power system clearances when necessary. Training will be provided on Tacoma Power clearance and tagging procedures. The contract employee who attends training for this purpose will receive the applicable per hour rate for actual training hours.

4.08 - EVALUATION OF BIDS

The quoted unit prices listed on the Bid Proposal Pages will be applied against the evaluation weighting listed in Table #1 below and then summed to determine the order of the Respondents.

TABLE #1		
Item #'s	Unit Price	Item Price Multiplier
1	Four-person Line Crew – Overhead Transmission	10% of Estimated Hours*
2	Four-person Line Crew – Overhead Distribution	
3	Three-person Civil Crew – Underground	
4	Four-person Line Crew - Underground	
5	Two-person Line Crew – Services	
6	Two-person Substation Crew	
7	Three-person Substation Crew	
8	Three Person Network Crew	
9-29	Additional Labor Rates	30
30-79	Additional Equipment Rates	10
80-87	Specialty Crews & Services	.25

* Estimated hours listed on “Proposal Pricing Sheet”

4.08.1 – CREW AND LABOR RATES - GROUPS 1 & 2 (ITEMS 1 THROUGH 29)

For bid evaluation purposes, unit prices will be one-half (1/2) the estimated hours at the bid rate shown on the proposal sheet and one-half (1/2) the estimated hours at the escalated percentage for the second year of the contract.

Tacoma Power will consider all items within Groups 1 & 2 for the evaluation. Bid rates considered in the evaluation for line items 1-18 will be a composite of regular time rates, overtime rates and storm rates. Bid rates considered in the evaluation for line items 19-29 will be a composite of regular time rates and overtime rates.

4.08.1A – EXAMPLE OF UNIT PRICE EVALUATION METHOD

For this example the unit price bid was \$100.00 per hour (composite of regular, overtime and storm rate) with a price escalator of 5% for year two.

Year	Unit Price / 2 (\$100 / 2)	Quoted Escalation for year 2	Unit Price Total per year
1	\$50	0.0%	\$50
2	\$50	5.0%	\$52.50
Evaluation Total for Bid Item			\$102.50

4.08.2 – ADDITIONAL EQUIPMENT - GROUP 3 (ITEMS 30 THROUGH 79)

Tacoma Power will consider all items within Group 3 for the evaluation. Bid rates considered in the evaluation for the additional equipment items 30 - 79 will be a composite of regular time rate and standby time rate.

4.08.3 – SPECIALTY CREWS AND SERVICES - GROUP 4 (ITEMS 80 THROUGH 87)

Tacoma Power will consider all items within Group 4 for the evaluation. The quantities listed in the following table will be used to create evaluation totals for line items 80 - 87.

Items	Evaluation Multipliers
80	1500 Sq. Ft
80a	5 occurrences
81	15 projects
82	5,000 lineal ft.
83	2,000 lineal ft.
84	500 lineal ft.
85	40 hours
86	10 projects
87	10 projects

4.08.4 – OTHER FACTORS

The award of this contract will not be based on cost alone as other factors and features are equally important.

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract as described in The City of Tacoma Municipal Code Section 1.06.253. In addition, the City may consider the bid evaluation factors set forth in The City of Tacoma Municipal Code Section 1.06.259. The final award decision will be based on the best interests of the City.

4.08.5 - AWARD

The contract will be awarded to the lowest responsible Respondent(s) complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to award the contract to the lowest responsible Respondent(s) whose bid will be most advantageous to the City, price and any other factors considered.

4.09 - CONTRACT TERMINATION BY TACOMA POWER

In addition to the cancellation provisions of Section 2.11 City of Tacoma's Right to Terminate Contract of the General Provisions, the City shall have the right to cancel this contract upon thirty (30) days written notice to the contractor without cause.

4.10 - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. The program requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) that reside in Pierce County and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. The goal is to establish a means of providing for the development of a trained workforce possessing the skills necessary to fully participate in the construction trades. See Appendix "N" for the complete regulations, forms and maps for the City's LEAP program.

4.10.1 - LEAP UTILIZATION GOAL

The goal for this project requires that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours (ELH), are performed by Apprentices residing in the state of Washington and/or employees who are Residents of Tacoma. The ELH for this project is 15,950. 15% of 15,950 labor hours equals 2,393 labor hours. The LEAP Utilization Goal for this project is 2,393 labor hours. The LEAP Goal Form for this project is included in Appendix "N".

4.10.2 - FAILURE TO MEET LEAP GOAL

Contractors shall be assessed an amount for each hour that is not achieved based on a sliding scale.

Said LEAP contributions shall be made by the Contractor prior to completion of the project. The Contractor cannot rely solely upon the payment of the LEAP contribution for purposes of satisfying the LEAP Utilization Goals.

4.10.3 - ADJUSTMENTS OF LEAP GOAL

The City reserves the right to adjust (reduce) the total number of hours required to fulfill the LEAP Utilization Goals after bid opening to reflect the existing availability of qualified apprentices during the term of contract performance. The Contractor's good faith efforts, as reflected in its bid, to meet the standard Utilization Goals will be a significant factor in any such adjustment.

4.10.4 - CITY OF TACOMA LEAP COORDINATOR

Contractors/vendors may obtain further information by contacting the City's LEAP Coordinator at 253-591-5826 or e-mail at leap@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Community and Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, Washington 98402.

4.11 - EQUITY IN CONTRACTING

For this solicitation the City's Equity in Contracting (EIC) requirements will apply. Respondents must fully and accurately complete the following forms and include them in their bid submittal:

- **Equity in Contracting Utilization Form**
- **Application for Waiver of EIC Requirements (optional)**

Additional information on the City's EIC program can be located in Appendix "O" and Appendix "P" of these specifications.

4.12 – PREVAILING WAGES – ANNUAL FILING

In addition to the requirements of Section 3.08(B) of the General Provisions, the contractor shall be required to post or have available on the job site, a copy of the **Statement of Intent to Pay Prevailing Wages** form for the jurisdiction where the work is being done. The project work may occur within various Washington Counties.

A **Statement of Intent to Pay Prevailing Wages** must be filed with the Washington Department of Labor & Industries upon award of contract and **annually** at the anniversary date of the contract award. An **Affidavit of Wages Paid** must be filed with the Washington Department of Labor & Industries **annually** until completion of the contract. It is the responsibility of the awarded contractor to provide proof to Tacoma Power of the annual filings. See Appendix “C” for additional information regarding prevailing wage requirements for “On Call” contracts.

Additional information may be obtained by calling the Department of Labor & Industries, Prevailing Wage at 855-545-8163, or look up prevailing wage rates of pay, benefits, and overtime codes from the following link:

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

4.12.1 – REQUIRED DOCUMENTS

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

- a. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
- b. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form. The Contracting Agency will not grant completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

Instructions to sign up for access to My L&I and additional information on submitting the required forms can be found at the following link:

<https://lni.wa.gov/licensing-permits/docs/ContractorPortalInstructions.pdf>

END OF SECTION

SECTION 5 - MEASUREMENT AND PAYMENT

5.01 - ADMINISTRATION

This section shall include the measurement and payment criteria applicable to the work performed under the unit price bid and lump sum payment method.

5.01.1 - AUTHORITY

The City inspector or project manager shall determine all quantities and amounts of work to be done as best suits the needs of Tacoma Power.

5.01.2 - ESTIMATION OF WORK COMPLETED

Approximately once a month, the project manager shall make an estimate of the work completed or done by the contractor, and such estimates will be made by measurement or approximation at the option of the project manager.

5.01.3 – UNIT QUANTITIES SPECIFIED

Quantities indicated in the proposal are for bidding and contract purposes only. Actual quantities and measurements supplied or placed in the work and verified by the project manager and contractor determine payment.

5.01.4 – 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 project manager.

5.01.4A - INCIDENTAL WORK

All work not specifically called out in these specifications, but required to construct complete and operable systems, structures or amenities shall be considered incidental to the contract.

5.01.4B - CREW DOWN-TIME

Tacoma Power will not pay for time lost due to:

- Vehicle and equipment problems
- Insufficient crew structure
- Correction of safety related items
- Contractor crew safety meetings
 - *Contract Crews are expected to participate in daily tail-gate meetings and will be paid by Tacoma Power. Tacoma Power however, will not pay for contractor's safety meetings that are mandated by OSHA and other safety mandates.*
- Training not specifically requested by Tacoma Power
- Time spent for contractor drug testing program
- Any other reason the Tacoma Power inspector identifies not listed above for time not directly benefiting Tacoma Power

5.01.5 – NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

- Products wasted or disposed of in a manner that is not acceptable
- Products determined as unacceptable before or after placement
- Products not completely unloaded from the transporting vehicle
- Products placed beyond the lines and levels of the required work
- Products remaining on hand after completion of the work
- Loading, hauling and disposing of rejected products

5.02 – BILLING PLAN, INVOICING, AND PAYMENTS

The contractor shall submit to the city a detailed invoice for each payment describing all work performed under the terms of the contract up to the time of the application. An account prepared in writing and submitted with the application will show the amount due for the work performed plus any other amounts due less all deductions made in accordance with the terms of the contract. Each labor and equipment item identified on the invoice shall reference the appropriate line item as listed on the contract.

5.02.1 - INVOICES

Invoices shall be submitted weekly and itemized within 10 days of work performed according to the bid proposal. The following shall apply:

5.02.1A - INVOICE DETAIL

The following process will be followed for submission and payment of invoices.

Step	Action
1	On a weekly basis Tacoma Power will provide the contract crew foremen with a copy of the <i>Tacoma Power Daily Crew Inspection Reports</i> (Appendix “H”) for the time and equipment utilized by each crew.
2	Contract foremen shall review the <i>Daily Crew Inspection Reports</i> , sign both the originals (of which Tacoma Power retains) and Contractor copies.
3	The contractor shall submit only invoices that reflect the time and equipment recorded on the <i>Daily Crew Inspection Reports</i> signed and inspected by the contract foremen prior to submittal.
4	Tacoma Power will pay for time and equipment as shown on the signed <i>Daily Crew Inspection Reports</i> . Additional time and equipment not recorded will not be paid for.

5.02.1B - SUBMISSION OF INVOICES

Invoices shall be submitted in hard copy and electronic (Excel) formats on a weekly basis within 10 days of the work performed. Contact information for invoice submission shall be provided post-award.

5.02.1B.1 - END OF YEAR

End of year invoices are required by January 10 of the immediately following year.

5.02.1C - INVOICES FOR WORK DONE FOR OTHER DEPARTMENTS OF TACOMA PUBLIC UTILITIES

On occasion, other departments within Tacoma Public Utilities will use services provided under this contract. These departments shall be invoiced separately.

5.02.1D – INVOICE EXAMPLE FOR BID EVALUATION

For the purpose of evaluating submitted bids, a sample invoice demonstrating the ability to comply with section 5.02 is requested with the bid documents. An example invoice is provided in Appendix “B” for reference.

5.02.2 - PAYMENT OF INVOICES

Payment shall be on an hourly basis including the necessary equipment, transportation, and tools required.

5.02.2A - ALTERNATE CREW MAKEUPS

If the crew and equipment makeup differ from items 1 through 8 of the proposal sheet, and ***is approved by the Tacoma Power inspector prior to or during the performance of work*** adjustments will be made as described below.

5.02.2A.1 – ADDITIONAL CREW PERSONNEL

As directed by Tacoma Power additional personnel assigned to a crew as described in items 1 through 8 will be added per the unit pricing submitted for bid line items 9 through 18.

5.02.2A.2 – SUBTRACTION OF CREW PERSONNEL

Solely at the option of Tacoma Power, contract crews with missing personnel may be allowed to work when it is determined that the assigned work can be done safely and productively with the remaining crew. The missing classification will be deducted at the applicable hourly rate as bid in line items 9 through 18.

5.02.2A.3 – ADDITIONAL EQUIPMENT

As directed by Tacoma Power additional equipment assigned to a crew as described in items 1 through 8 will be added per the unit pricing submitted for bid line items 30 through 79.

5.02.2B - RENTAL OR MATERIAL SUPPLY

Payment for items 88 and 89 shall be at the invoice cost from the rental or the material supply company plus the added percent as bid. The contractor **must** submit a copy of the rental or material invoice with their request for payment.

5.02.2C - PAYMENT

The City will compensate the Supplier in accordance with the contract. Payment methods include:

1. The City's preferred method of payment is by Visa credit card (aka procurement 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.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
3. Check or other cash equivalent.
4. The City may consider cash discounts when evaluating submittals. See Section 1.18 of the General Provisions.

5.03 - ESCALATION / DE-ESCALATION

The successful Respondent(s) may only escalate/de-escalate the unit prices bid for items 1 through 8; 9 through 29; 80 through 84 and 86 & 87 on the anniversary date of the contract award, by the fixed percentage as stated in their proposal. On the anniversary date (12 months after award), the fixed percentage will be applied to regular, overtime and storm rates.

5.04 - EMERGENCY NOTIFICATION

The contractor is to provide Tacoma Power with a 24-hour emergency telephone number. This telephone contact will be used to notify the contractor when immediate response is required.

Tacoma Power will provide the contractor with a 24-hour emergency telephone number. This telephone contact may be used for contractor crew release requests during emergency and storm response conditions.

5.05 - INDEPENDENT CONTRACTOR

During performance of the contract, the contractor shall be an independent contractor and not an agent of the City. The contractor shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with the contract and any plans, specifications, schedules or other items approved by the City.

5.06 – EXPANSION CLAUSE

Any resultant contract from this RFB may be further expanded in writing to include other related services or products normally offered by the Contractor, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be mutually agreed upon in writing by contract change order. Contractor profit margins are not to increase as a result of contract additions.

5.07 - REASONABLE CHANGE ORDER CLAUSE

In the sole discretion of the City of Tacoma, the City may, without invalidating this Contract, or any part of this Contract, may make reasonable changes to the scope of the Agreement, when such changes are in the best interest of the City.

Any adjustment to the terms of the Contract shall be documented by way of a written change order or other form of written contract amendment to include a signature of agreement from both contracting parties. If any such Change Order increases or decreases the Contractors cost of performance of any part of the Contract, an adjustment shall be made and the Contract modified accordingly. Modifications to the Contract which will produce a higher profit margin for the Contractor than that established by the original contract pricing will not be allowed.

END OF SECTION

SECTION 6 - PROJECT COORDINATION

6.01 - PROJECT MANAGER/LEAD

A list of Tacoma Power personnel assigned to manage this contract will be provided upon award.

6.02 - MEETINGS

6.02.1 – PRE-BID MEETING

All Respondents are invited to attend a pre-bid meeting on Wednesday, December 30, 2020, at 10:00 a.m. virtually via Zoom web conference.

Please confirm attendance by email to Tina Eide, teide@cityoftacoma.org. Only prospective respondents who confirm attendance will be provided the meeting link and be permitted to join.

The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as information on the City's Local Employment and Apprenticeship Training Program (LEAP). Attendance at the pre-bid meeting is not required, but strongly recommended.

6.02.2 – PRE-CONSTRUCTION MEETING

Pre-construction meetings will be held as required.

6.03 - PERMITS

The City will obtain the required right-of-way permits.

6.04 - FIELD ENGINEERING

6.04.1 - SURVEY REFERENCE POINTS

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

6.04.1A - LOSS OR DAMAGE OF SURVEY REFERENCE POINTS

Promptly report to the project manager the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

A licensed surveyor as required and paid for by the contractor shall replace survey control damaged by the contractor.

6.04.2 - LINES AND GRADES FOR LOCATION OF THE WORK ITEMS

The project manager shall establish the lines and grades for location of the work items listed in the proposal, together with a suitable number of benchmarks adjacent to the work. Contractor's work shall conform to the horizontal and vertical controls unless deviations are obtained from the project manager.

6.04.2A - NOTIFICATION OF THE PROJECT MANAGER

The contractor shall keep the project manager informed in advance of the times he intends to do work, in order that lines and grades may be furnished. All requests for the survey crew to be at the job site shall require at least four (4) days advance notice to the project manager.

6.04.2B - RELOCATION OR ADJUSTMENT OF WORK

The project manager may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the project manager.

6.05 - COORDINATION WITH OTHERS

During construction, the contractor shall be responsible for coordinating his work with all agencies and contractors working within the project area.

6.06 – TOOLS AND MATERIALS

6.06.1 - SPECIAL EQUIPMENT OR MATERIAL

If the work to be performed requires equipment or materials not listed in the “Additional Equipment” Items 30 through 79 of the Proposal Sheets, and if requested by Tacoma Power, the contractor shall submit a proposed price to Tacoma Power prior to its use for review and approval. A list of equipment that may be available for utilization by Tacoma Power during the contract term may be included with the bid submittal.

6.06.1A - APPROVAL AUTHORITY

Tacoma Power shall determine what equipment or which subcontractor to be used. The contractor shall arrange for the additional equipment or materials. Tacoma Power shall approve all requests for additional equipment and materials.

6.06.2 – CITY FURNISHED MATERIAL INSTALLED BY CONTRACTOR

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

6.07 - ARCHAEOLOGICAL INVESTIGATION

At the time this project is being performed, a certified State Archaeologist may be present to monitor ground-disturbing activities for the presence of cultural resources.

6.08 - DAMAGE TO EQUIPMENT

The contractor shall bear the full cost of the repair or replacement of damaged materials and equipment and the restoration of de-energized circuits found to be a consequence of use, abuse, or fault of the contractor. This liability extends to all utilities, public and private, which legally share the right-of-way with the City. Examples to include but not exclusive of are: landscaping, mailboxes, other utilities, etc.

6.08.1 - NOTIFICATION OF EQUIPMENT DAMAGE

The contractor shall immediately notify the owner/operator of any equipment damaged during the performance of this work.

6.08.2 - COSTS OF REPAIR

If any existing facilities or material furnished by the City is damaged, lost, stolen or destroyed by reason of any cause, whether within or beyond the control of the contractor, it shall be repaired or replaced entirely as required by the City solely at the contractor's expense.

6.08.3 - MATERIALS REQUIRED FOR REPAIR

Materials required to be replaced may be furnished by the City solely at the contractor's expense. Materials required to be replaced may be furnished by the City at the option of the contracting officer. The contractor will be charged the amount they cost the City at the place of delivery.

6.08.3A - RETURN OF MATERIALS

The contractor shall return to Tacoma Power storeroom, or as directed by City personnel, all removed used material and unused new materials. This will include materials removed or unused in conjunction with extra work.

6.08.4 - LIABILITY FOR DAMAGE TO PERSONS OR PROPERTY

In addition to Section 3.06 of the General Provisions the City is not to be held liable for any damage to persons or property consequent upon the use, abuse, or failure of any tools, rigging, or other equipment used by the contractor even though the said tools, rigging or other equipment is given to or loaned to the contractor by the City.

6.08.4A - USE OF CITY LOANED TOOLS, RIGGING, OR EQUIPMENT

The acceptance for the use of said tools, rigging, and equipment by the contractor shall be construed to mean that the contractor accepts all responsibility for any claims for damages whatsoever resulting from the failure of such apparatus whether such damage be to their own employees or property, to the employees or property of the City, and/or to the property and persons of the public at large.

6.08.4B - USE OF CITY OWNED VEHICLES FOR PERFORMANCE OF DUTIES

For selected positions, such as substation operator, the city may provide a vehicle to perform the duties assigned. In such case the contractor will carry full automotive insurance coverage for their employee.

Documentation of such coverage in a form acceptable to the City shall be submitted upon assignment.

Prior to use of a City owned vehicle, the contractor is required to sign an “***Agreement for Use of City Vehicles***” form, included as Appendix “A”.

6.09 – PERSONS TO BE CONTACTED

A list of persons who may have to be contacted prior to or during progress of the work will be provided after award.

END OF SECTION

SECTION 7 - QUALITY CONTROL

7.01 - 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.

7.02 – WORK SITE CONDITIONS

The contractor shall be responsible for keeping the work site neat and clean debris from the street or sidewalks. Should the contractor fail to maintain the areas in a neat and orderly manner, Tacoma Power will request that the Street Maintenance Division of the Public Works Department sweep, flush, or make appropriate steps to clean the area. All costs so incurred will be deducted from the contract payment. The contractor is responsible for all disposal costs.

7.03 - INSPECTION, TESTING AND CERTIFICATION

The Tacoma Power construction inspector or their designee will be responsible for insuring that the contractor is complying with these specifications, including the referenced standards and work practices.

After completion of the contractor's work the Tacoma Power inspector will insure that the restoration of the property has been satisfactorily accomplished. All restoration work, including landscape materials and asphalt/concrete replacement (where specified), shall be completed with a period of three (3) weeks following the conclusion of the project work. Payment will be made upon complete satisfaction of the Tacoma Power inspector. If the restoration is not completed within a timely manner, Tacoma Power reserves the right to complete the work with either City personnel or a third party contractor and recover all costs within a reasonable time after presentment of an invoice to the contractor.

Repetitive issues with meeting the inspection requirements of the contract may lead to negative comments on the contractor's "Performance Review" form per Section 9.01.1.

7.04 - PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.06 "Protection of Workers and Property" of the General Provisions:

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, and materials required to protect or replace said items shall be incorporated into the bid submittal.

The Utilities Notification System is available by calling 1-800-424-5555 (or 811).

7.05 - WORKMANSHIP

The contractor shall employ only competent, skillful, and orderly persons to do the work. If the project manager administering the contract shall notify the contractor in writing that any contract personnel is, in his/her opinion, incompetent, disorderly or otherwise unsatisfactory, the contractor shall forthwith discharge such persons from the work and shall not again employ him/her on this contract. Work shall conform to the highest industry standards.

7.06 - DIFFERING SITE CONDITION/CHANGE ORDERS

Differing site conditions shall be administered in accordance with Sections 3.10 of the General Provisions except as stipulated in these Special and General Provisions.

7.06.1 - PROBLEMS WITH SUBSURFACE CONDITIONS

The contractor shall promptly, and before conditions are disturbed, notify the project manager or his field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability.

7.06.1A - CLAIMS

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

7.07 – CONTRACTOR COMPLIANCE WITH SECURITY PROTECTION PROGRAM

In compliance with Federal Reliability Standards, contractors, vendors and consultants who are granted cyber or physical access to a Tacoma Power facility, asset, or protected information are required to follow the guidelines and processes outlined in the Tacoma Power CIP Cyber Security Policies. Upon issuance of a contract agreement the contractor will be provided the applicable Tacoma Power security policies for review, and a Confidentiality and Non-Disclosure agreement for signature. If deemed necessary due to specific work duties, certain contract personnel may be required to submit to a background check and attend a specific security training course. Upon completion of the training course a policy acknowledgement signed by the contract personnel may be required.

7.08 – NERC/WECC CERTIFICATION EXPENSES ITEMS 28 & 29

The contractor may submit reimbursement requests for actual costs incurred to meet the requirements of NERC/WECC training and/or certification. Tacoma Power will work with the contractor to arrange and schedule these activities. Training reimbursements will be for actual enrollment /registration expenses. Personnel labor hours related to attendance of such activities will be billed at the cost per hour regular time rate.

END OF SECTION

SECTION 8 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

8.01 - SAFETY

The contractor shall adhere to Tacoma Power work practices at all times, exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations, most notably WAC 296-45. . The contractor shall be required to actively participate in all Tacoma Power safety and material investigations of incidents involving the contractor that occur on Tacoma Power property.

Required protective equipment shall be provided by the contractor and worn at all times when an employee is at the job site. The contractor shall be aware of and remain compliant with the Tacoma Power's work practice W-GR-4030 "Arc Flash Hazards, Distances and Clothing" included as Appendix "G". An updated document will be provided to the contractor upon any revisions to the work practice. The contractor will be expected to comply with the revised document.

8.01.1 – SAFETY PLAN

The contractor shall submit with their proposal a comprehensive safety plan that includes the following:

1. Names and contact information for supervisory and management staff concerning safety related issues.
2. A process for addressing safety issues brought to the attention of the contractor by Tacoma Power.

8.02 - TRAFFIC REGULATION

8.02.1 - TRAFFIC COORDINATION

All traffic controls on this project shall adhere to WAC 296-155 and the latest edition of the "Manual on Uniform Traffic Control Devices." Adequate access shall be provided for local and emergency vehicular traffic through the project area at all times.

8.02.1A – TRAFFIC CONTROL PLANS

Traffic Control plans and permits are typically managed by Tacoma Power. On an infrequent basis, Tacoma Power may request the Contractor to obtain 3rd party approval for traffic control plans for the job assigned. Costs associated with obtaining this approval will be reimbursed to the Contractor by Tacoma Power.

For those jobs that do not require 3rd party approval of a traffic control plan the Tacoma Power Work Practice standards shall be followed.

8.02.2 - FLAGGERS

Tacoma Power will provide flagging personnel or may request that the contractor obtain qualified flaggers for the work assigned. Payment will be according to bid line item #24.

8.02.2A – TIME SHEETS

When contract provided flaggers are utilized, copies of the time cards will be required. Tacoma Power will pay only for actual flagging time and will not pay for travel time to and from the job site.

8.02.2B – CERTIFICATION

All roadway flaggers supplied per this contract shall possess the following:

- A State of Washington Traffic Control Flagger Card per WAC 296-155-305 (6).
- A valid State of Washington driver's license.
- Proof of car insurance per RCW 46.29.460.

8.02.3 - TRAFFIC SIGNS AND SIGNALS

The contractor shall be responsible for all temporary signing or barricades placed at the job site to control traffic and protect the public from construction areas.

8.02.3A - SUPPLY, PLACEMENT, AND MAINTENANCE OF ALL TRAFFIC CONTROLS

The supply, placement, and maintenance of all traffic controls shall be the responsibility of the contractor and shall be in accordance with the WAC 296-155 and the latest edition of the "Manual on Uniform Traffic Control Devices."

END OF SECTION

SECTION 9 – CONTRACT CLOSEOUT

9.01 - COMPLETION OF CONTRACT DOCUMENTS

9.01.1 - PERFORMANCE REVIEW

After completion of the contract, an evaluation prepared on the form titled "Transmission & Distribution Contractor Performance Review", may be completed for the contractor on this project.

9.01.1A - PURPOSE OF FORM

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 contractor to perform work for Tacoma Power in the future.

9.01.1B - EXCEPTION TAKEN BY CONTRACTOR

Any exception taken by a contractor to the comments on the form should be directed to the project manager within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame may be cause for rejection of future bids.

9.02 - FINAL PAYMENT – RETAINAGE RELEASE

In conjunction with Section 3.13 of the General Provisions the following table shows the steps for processing retainage claims:

Step	Action
1	<p>The Tacoma Power contract administrator generates the General Release documents to be mailed to the Contractor: (attached as Appendix “I”)</p> <ul style="list-style-type: none"> ▪ A final acceptance letter from the appropriate Tacoma Power Assistant Manager ▪ General Release to the City of Tacoma to be signed by the contractor
2	<p>Upon receipt of the signed General Release from the contractor the Tacoma Power contract administrator creates a Contract Completion Memo to the City of Tacoma Clerk and copied to the City of Tacoma Tax & License Department. The signed General Release is attached.</p>
3	<p>The Tacoma Power contract administrator verifies that the following documents have been completed by the Contractor.</p> <ul style="list-style-type: none"> ▪ The contractors Intent to Pay Prevailing Wages form ▪ The contractors Affidavit of Wages Paid form
4	<p>The Tacoma Power contract administrator submits a Notice of Contract Completion form to the following Washington State entities:</p> <ul style="list-style-type: none"> ▪ Department of Labor and Industries ▪ Department of Revenue ▪ Employment Security Department
5	<p>The Tacoma Power contract administrator must receive releases from the following entities in order to complete the final payment:</p> <ul style="list-style-type: none"> ▪ Washington State Department of Labor and Industries ▪ Washington State Department of Revenue ▪ Washington State Employment Security Department ▪ City of Tacoma Clerk
6	<p>Tacoma Power contract administrator initiates the final payment to the contractor.</p> <ul style="list-style-type: none"> ▪ A Retainage Payment Authorization form is sent to the City Accounts Payable department.

END OF SECTION

APPENDIX “A” – AGREEMENT FOR USE OF CITY VEHICLES

THIS AGREEMENT made effective the _____ day of _____, 2021, (“Effective Date”) by and between **The City of Tacoma, Department of Public Utilities, Light Division** (d/b/a and herein referred to as “Tacoma Power”) and _____, (herein referred to as “Contractor”) sets forth the terms and conditions for limited use of City owned vehicles by Contractor and Contractor’s employees in connection Contractor’s performance of Augmented Crews Contract No. _____ (hereinafter “Contract”).

In consideration of the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Pursuant to Section 6.08.4 of Request for Bids PT20-0324F, which is fully incorporated into and a part of the Parties’ Augmented Crew Contract, Tacoma Power agrees to provide the following identified vehicle(s) for temporary and non-exclusive use by the following authorized Contractor employee(s):

Vehicle Description	VIN	
Employee Name	Title	Driver’s License #

Vehicle Description	VIN	
Employee Name	Title	Driver’s License #

Vehicle Description	VIN	
Employee Name	Title	Driver’s License #

Contractor shall not assign its rights hereunder or otherwise permit, at any time or under any circumstances, anyone other than the employee identified above to use the vehicle assigned to such employee.

2. VEHICLE USE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. Purpose:** The above described vehicle(s) shall be used by the above identified Contractor employee(s) solely in connection with performance of duties assigned under the Contract. **Any and all other use is strictly prohibited** and shall be deemed a material default under the Contract entitling Tacoma Power to terminate the Contract and recover from Contractor all damages arising in connection with such unauthorized use. Tacoma Power reserves the right to terminate vehicle use rights for any reason at any time.
- B. Term:** The term of this Agreement is ____ days, commencing on the Effective Date and terminating on _____. In no event shall use of Tacoma Power vehicle(s) under this Agreement extend beyond the termination of the Contract, which ever shall first occur. Tacoma Power may, in its sole discretion or upon breach of the terms and conditions hereunder, immediately terminate this Agreement and/or revoke vehicle use rights hereunder.
- C. Surrender of Vehicle:** Contractor agrees that upon termination of this Agreement or revocation of vehicle use rights hereunder, Contractor shall immediately deliver possession of the subject vehicle to Tacoma Power in a condition as good or better than that which existed upon the Effective Date, reasonable wear and tear excepted. Contractor shall be liable for any and all damages to the vehicle(s) arising from or related to Contractor employee use thereof.
- D. Compliance with All Laws:** Contractor shall have sole responsibility for, and expressly agrees, to monitor its employee(s) use of the vehicle(s) and ensure that said employees comply with all federal, state, and local laws, rules, and regulations applicable to the use and operation of said vehicles.
- E. Vehicle Protection and Security:** Contractor acknowledges and agrees that it shall be solely responsible for the condition and security of the subject vehicle(s) during the Term and that it shall have sole liability for all loss of and/or damage to said vehicle(s) that occurs during said Term.
- F. No Tacoma Power Liability for Use of Vehicle(s):** This Agreement is made by Tacoma Power without any warranty, either express or implied, regarding the suitability or condition of the subject vehicle(s). Contractor shall not hold Tacoma Power liable on account of any defect or condition of the vehicle(s).
Fines and Penalties: Contractor shall be solely responsible for and shall promptly pay all fines, penalties (civil and criminal), fees and costs that may be imposed as the result of its employee's use of the subject vehicle(s). This provision is without prejudice to any rights Tacoma Power may have to make a claim under applicable laws.

G. Indemnification and Insurance. CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS TACOMA POWER, ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITY RELATED TO OR ARISING IN ANY WAY IN CONNECTION WITH THE VEHICLE AND VEHICLE USE RIGHTS GRANTED HEREUNDER. THIS PROVISION SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL PERSONAL INJURY (INCLUDING DEATH) AND DAMAGE TO PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF TACOMA POWER, ITS OFFICERS, EMPLOYEES OR AGENTS. IN THIS REGARD, PERMITTEE HEREBY WAIVES IMMUNITY UNDER TITLE 51, RCW, INDUSTRIAL INSURANCE LAWS, AND ACKNOWLEDGES THAT SUCH WAIVER HAS BEEN MUTUALLY NEGOTIATED.

Insurance: Use of Vehicle(s) granted hereunder shall be subject to all insurance requirements set forth in the Contract. Without limiting the generality of the foregoing, Contractor shall carry full automotive insurance coverage for each employee authorized to use a vehicle hereunder and evidence of such coverage in a form acceptable to Tacoma Power shall be submitted to Tacoma Power upon request.

H. Enforcement: In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Pierce County Superior Court. Washington State Law shall govern. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof. This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by Tacoma Power or its employees that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the Parties hereto have mutually agreed upon the terms and conditions of this Agreement, represent and warrant their respective legal authority to sign it on behalf of the entity identified, and have caused it to be executed as below subscribed:

By: _____
Printed Name: _____
Title: _____
Entity bound: _____

Date: _____

By: _____
Representative of Tacoma Power

Approved as to Form:

Assistant City Attorney

APPENDIX "B" – SAMPLE INVOICE



XYZ Company

PO Box 123
Anywhere, USA 12345
Work Week Ending Date: 12/02/2020
XYZ Crew Foreman: Tom Thumb

Invoice No. 177117
Invoice Date: 12/08/2020

DESCRIPTION	HOURS	RATE	AMOUNT
Four person Line crew – Overhead Transmission	8	\$300.00	\$2,400.00
Four person Line crew – Overhead Transmission - <u>minus the Ground person</u> (this hourly rate is less the current prevailing wage rate of \$25.00 for a Ground person)	8	\$275.00	\$2,200.00
Three person Civil crew – Underground	24	\$250.00	\$6,000.00
55 ft. maximum working height Manlift (Bucket Truck)	16	\$32.00	\$512.00
Wire Pulling Equipment (Reel trailer and tensioner capable of 4/0 to 1,272 MCM AL)	16	\$14.00	\$224.00
Flatbed Boom Truck (Capacity of 20,000 lb.)	8	\$15.00	\$120.00
Subtotal			\$11,456.00
Sales Tax 8.8%			\$1,008.12
TOTAL			\$12,464.12

REMIT PAYMENT TO: PO Box 123, Anywhere, USA 12345
Terms: NET 30 Days

APPENDIX “C”

PREVAILING WAGE **ON CALL CONTRACTS**

INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

- A. One Intent to Pay Prevailing Wages and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State's Department of labor and Industries (L&I) per Article 6 of the General Conditions.
- B. Immediately following the end of all work completed under this Contract, the Contractor, and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the L&I.
- C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Ace wage rate) for the same labor classification, the higher of the two shall govern.
- E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.

APPENDIX “D”

CONTRACT SAMPLE

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of ,20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

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

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

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

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

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX “E”

PERFORMANCE AND PAYMENT BOND SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

\$ _____, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

Resolution No.
Bond No.
Specification No.
Contract No.

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

APPENDIX “F”

RETAINAGE BOND TEMPLATE



BOND IN LIEU OF RETAINAGE TO THE CITY OF TACOMA

Bond No. _____

That we _____, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of _____ and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington ("OBLIGEE"), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of _____, (\$ _____) lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Oblige have entered into and executed a certain contract for: _____ (Contract No. _____), dated _____, 20____.

The Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum not to exceed five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

The Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Oblige harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Oblige may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Oblige, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.
5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this _____ day of _____, 20____.

Principal: **Vendor Legal Name**

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

APPENDIX “G”

TACOMA POWER WORK PRACTICE W-GR-4030

Arc Flash Hazards & FR Clothing

W-GR-4030

Scope

This work practice documents the estimated arc flash hazard for various voltage classes and locations in the Tacoma Power system and summarizes the use of flame resistant (FR) clothing.

Arc Flash Hazard & Boundary

Arc Flash Hazard Explained

- Arc flash hazards are where second degree burns are likely to occur to exposed skin during an arc flash and is measured in calories per square centimeter (cal/cm^2) (The measurement of heat transferred to a person's skin from an arc flash. A $2 \text{ cal}/\text{cm}^2$ exposure can cause second degree (blister) burns).
- An arc flash hazard exists only while **work is being performed** on energized lines and equipment as listed in the tables of this Work Practice.

Arc Flash Boundary Explained

- At the time that an arc flash hazard exists, those employees within 15 feet of the arc flash hazard, or within a walk-in or climb-in vault or metal-clad substation switchgear (or in the immediate vicinity of an access point), must be in the same level of protection as the worker(s) performing the work.

Reclosing & Relaying

Reclosing

- Where available and applicable, reclosing must be tagged **off** and instantaneous overcurrent relaying must be enabled while performing work as listed in the tables of this Work Practice.
- Reclosing can be **on** or **off** when working downstream of a fused portion of the 600A main feeder without any change in the arc flash hazard.
- If reclosing is **on** when performing arc generating activities on an unfused portion of the overhead 600A main feeder, face protection is required.

Relaying

- Reclosing can be **on** when operating gang-operated switches.
- If it is known that some relaying, such as transformer or bus differential relaying, is out of service, please contact Power System Protection Engineering to determine if a special analysis should be performed.

Arc Flash Hazards & FR Clothing

W-GR-4030

FR Clothing Requirements

Required FR Clothing

- 8 cal/cm² clothing minimum shall be worn as the outermost layer at all times (i.e. dock to dock) by the employees listed in T&D Staff Procedure T&D – 47, Appendix One. A job hazard analysis during the tailgate may determine an arc flash hazard does not exist and can reduce this minimum requirement to allow other clothing to be worn as the outermost layer.
- For arc flash hazards 40 cal/cm² and above, contact the T&D Safety Office for assistance for arc rated clothing and equipment.
- When working within the arc flash boundary, the **outermost layer** of clothing must have an arc rating not less than the estimated arc flash hazard as listed in the tables of this Work Practice.
- Shirt long sleeves must be down, buttoned and cover the wrists while employees are working inside the arc flash boundary.
- Power System Protection Engineering should be contacted for assistance in uncommon or unusual cases not addressed in this Work Practice.

Inner Layers

- Apparel worn under the outermost layer cannot be made from acetate, nylon, polyester, rayon and polypropylene, either alone or in blends, which can increase the extent of injury if the employee is exposed to an arc flash.
- Inner layers must be **completely** covered unless they have an arc rating not less than the arc flash hazard.

Face Protection



- Face protection is required as listed in the tables of this Work Practice. 20 cal/cm² and 40 cal/cm² faceshields are available.


Hand Protection

- Work gloves rated for the estimated arc flash hazard are required.

FR Clothing Care & Laundering

- Clothing and apparel should be kept clean and maintained to ensure its FR properties remain effective.
- FR-rated personal protective equipment shall be inspected before each use. FR clothing with holes, rips, or tears, or has a flammable substance on it shall be removed from service.
- Do not add or apply any material or chemical to FR clothing.
- If any lotion or spray (e.g. suntan lotion, insect repellent, etc.) is applied to the skin, they should be applied and allowed to dry before wearing FR clothing.
- FR clothing must be laundered according to the manufacturer's instructions.

Table A Line Worker Arc Flash Hazard Summary

Voltage	Line / Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
230kV	Transmission Lines		3.0
	Substations and Switchyards		3.0
	Switching @ Cowlitz Substation	✓	8.0
115kV	Transmission Lines		3.0
	Substations and Switchyards		4.0
15kV	UG Distribution Feeders (UN-FUSED portions of 600A main feeder)		
	Hilltop-3 and Stadium-6	✓	10.0
	Clement, Crescent, Defiance, Elk Plain, Fredrickson, Hawthorne, Hilltop, Huson, Knoble, Nisqually, Stadium, Union, Westgate	✓	8.0
	UG Feeder - Magnefix Switch Only	✓	20.0
	All Other Feeders		4.9
	Equipment on Fused Laterals (UG or OH) <i>Assumed protected by <u>maximum</u> 100T or 125E fuse</i>		2.1
	OH Distribution Feeders (UN-FUSED portions of 600A main feeder)	See Note Below	4.9 ¹
	Westgate-1 and Westgate-4	✓	6.0
	Action of Making/Breaking Feeder Tie		
	Overhead Feeder <i>1Ø switching only, i.e. hook-op and in-line switches</i>	✓	13.0
2.4kV – 4.16kV	Padmount Transformer Secondaries		4.9
480V	Panels Over 100A, Spot Networks and other exposures	(Tables J and K)	
120V – 240V	Padmount Transformer Secondaries, SSB's		4.0

¹ Note: **Face protection required if reclosing is ON. The Arc Flash Hazard can be as high as 8 cal/cm² with reclosing ON. Otherwise, Face protection is not required.**

Table B Substation Arc Flash Hazard, Open Air


Voltage	Line/Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
230kV	Transmission Lines		3.0
	Substations and Switchyards		3.0
	Switching @ Cowlitz Substation	✓	8.0
115kV	Transmission Lines		3.0
	Substations and Switchyards		4.0
15kV	Collins		3.7
	LaGrande		0.7
	McChord		1.0
	Northeast Autotransformer Bank 2 & 3 Tertiary Windings	✓	7.1
	Plaza		1.5
	US Oil		0.2

Table C Magnefix Arc Flash Hazard


Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
15kV	UG Feeder - Magnefix Switch Only	✓	20.0

Table D 2.4kV – 4.16kV Transformer Secondaries Arc Flash Hazard



Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
2.4kV – 4.16kV	Padmount Transformer Secondaries		4.9
	Olympic Pipeline Bank Secondary		1.3

Table E 120/208/216/240 V Arc Flash Hazard¹

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
120V – 240V	Metal-Clad Switchgear and Motor Control Centers	✓	8.0
	Other Equipment	✓	4.0

¹ See 2017 NESC, Table 410-1.

Table F Substation Arc Flash Hazard, 15kV Switchgear


Substation	Face Protection Req'd 	Hazard (cal/cm ²)
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	14.8
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	33.1
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	1.9
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	3.9
Bridgeport	✓	13.4
Browns Point	✓	14.8
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	13.1
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	29.0
Clement	✓	7.0
Clover Park	✓	5.4
Crandall	✓	9.2
Crescent	✓	17.0
Croft	✓	9.7
Custer	✓	16.4
Defiance	✓	4.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	4.7
Elk Plain	✓	14.1
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.9
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.7
Flett	✓	5.9
Fredrickson	✓	10.9
Gove	✓	7.5
Graham	✓	16.8
Hawthorne	✓	7.5
Highland	✓	7.8
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	19.2
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	41.8
Huson	✓	13.9
Hylebos	✓	6.0
Knoble	✓	8.9
Lacamas	✓	15.8
Lidford	✓	6.5
Lincoln	✓	8.3
McNeil	✓	11.7
Menlo	✓	16.1

Table F Substation Arc Flash Hazard, 15kV Switchgear (cont.)


Substation	Face Protection Req'd 	Hazard (cal/cm ²)
Milwaukee	✓	2.8
Mountain	✓	2.5
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	21.6
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	44.2
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	15.0
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	32.7
Old Town	✓	6.4
Orchard	✓	10.4
Polk	✓	7.8
Portland	✓	10.1
Roosevelt	✓	13.2
Stadium	✓	13.5
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.7
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.2
Sunset	✓	9.1
Union	✓	17.6
University	✓	6.2
Wapato Bank 1	✓	8.0
Wapato Bank 2	✓	20.5
Westgate	✓	22.6

Table G Wynoochee Arc Flash Hazard


Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
34.5kV	Switchgear w/ Generator online	✓	7.0
	Switchgear w/ Generator offline	✓	4.0
13.8kV	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.6
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.4
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	11.4

Table H Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment

Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm ²)
Alder	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.9
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	12.4
LaGrande	6.6	Arcs in Open Air		2.4
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	7.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	13.5
LaGrande	13.8	Arcs in Open Air		2.3
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	5.0
Cushman #1	13.2	Arcs in Open Air		1.1
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.7
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	2.3
		Arcs in Enclosures between the generator and (including) generator breaker – generator <u>online</u>	✓	13.9
Cushman #2	12.6	Arcs in Enclosures between step-up transformer and (not including) generator breakers	✓	11.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	6.1
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	22.4

Table H **Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment** (*cont.*)





Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm ²)
North Fork	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	1.7
Mayfield	13.8	Bank 1/Units 42-44, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	12.4
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	11.0
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	51.0
		Bank 2/Unit 41, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	5.0
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.7
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	16.9
Mossyrock	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	22.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	10.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	117.5 Arc Flash Boundary = 23 feet

Table J 480V Panels and Spot Networks Arc Flash Hazard, Over 100A

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm²)	
External Link Boxes for Network Protectors	Generic	✓	4.0	
Northeast Substation Station Service Panels over 100A	Northeast Sub – (5758T)	✓	9.3	
Northeast Substation Station Service Panels over 100A	NE Sub – Bank 2 Tertiary	✓	1.1	
	NE Sub – Bank 3 Tertiary	✓	1.3	
Oil Processing and Storage Facilities Panels over 100A	Southwest Sub	✓	17.8	
	Northeast Sub	✓	16.5	
Network Protectors St. Joseph Hospital	Face Protection Required 	Hazard (cal/cm²)		
		Working Distance¹ 24”	Working Distance¹ 36”	Working Distance¹ 48”
Utility Vault	✓	50.9	31.6	20.7
Tower Vault	✓	40.2	23.5	15.4
Vault at Russel Pavilion (NP Banks 3 & 4)	✓	49.9	30.5	19.9

¹ Working Distance is the distance from the arc to the worker's body, excluding arms.

Table K 480V Other Equipment Arc Flash Hazard (Generic)¹

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm ²)
Self-Contained Meters and Cabinets ²	Generic	✓	20.0
Metal-Clad Switchgear and MCCs	Generic	✓	40.0
Pedestals, Pull Boxes and Hand Holes	Generic	✓	8.0
Other 480V Equipment	Generic	✓	4.0

¹ See 2017 NESC, Table 410-1.

² Self-contained 480V meters are assumed 200A or less (CL200) and installed in single-socket meter panel applications. If found installed on a multi-socket panel configuration, Power System Protection Engineering should be contacted to determine arc flash hazard.

APPENDIX “H”

DAILY INSPECTION REPORT

DAILY CREW INSPECTION REPORT 2021



Date:	
Contractor:	
Contractor's Foreman:	
TPU Inspector:	
Total Reg. Hours	
Total OT Hours:	
SAP Order#	
Job Title:	

Approved: <small>(Tacoma Power / I&D / Inspector)</small>	Approved: <small>(Contractor Foreman)</small>
---	---

Description			Description				
REG	OT	**Augmented/Contracted Crews**	ADD		***Add/Deduct Personnel*** from Crew Makeup	DEDUCT	
			REG	OT		REG	OT
		4 Person Line Crew - OH Transmission			Crew Foreman		
		4 Person Line Crew - OH Distribution			Lineman		
		3 Person Civil Crew - UG			Apprentice (HOT)		
		4 Person Line Crew - UG			Apprentice (COLD)		
		2 Person Line Crew - Services			Line Equip Operator		
		2 Person Substation Crew			Groundperson		
		3 Person Substation Crew			Substation Operator		
		3 Person Network Crew			Flagger		

USE	STBY	***Additional Equipment***	USE	STBY	***Additional Equipment***
		Manlift 45'			Digger Derrick - Distribution
		Manlift 55'			Digger Derrick - Transmission
		Manlift 65'			1-Reel Cable/Wire Trailer
		Manlift 75'			3-Reel Cable/Wire Trailer
		Manlift 85'			4-Reel Cable/Wire Trailer
		Manlift 95'			U.G. Hyd. Cable Pull Equip, Trailer Mounted
		Manlift 105'			Conduit Rodder w/Min. of 800' rod
		Material Handler 55'			Boom Truck, FB
		Material Handler 65'			Street Sweeper
		Material Handler 75'			Eductor/Vactor w/Operator
		Material Handler 85'			Trailer, Tandem Axle, 18' to 20'
		Material Handler 95'			Excavator, Mini, w/Trailer
		Material Handler 105'			Backhoe w/Trailer, 14' D w/12"-36" Bucket
		Pickup			Backhoe w/Trailer, 17'D w/12"-36" Bucket
		Flatbed 1-T			Excavator w/Trailer, 24' d w/42"-60" Bucket
		Pole Trailer			Air Compressor w/60# Jack Hammer
		Dump Truck 6 Yd.			Foundation Auger, 6-8' Dia., w/Operator
		Dump Truck 10 Yd.			Excavation Shielding Box, Min. 6' Sides
		OH Wire Pull Equip: Trailer & Tensioner			

QTY		***RENTAL EQUIPMENT***	QTY		***MATERIALS***
	Hr.			Yd.	
	Hr.			Yd.	
	Hr.			Yd.	
	Hr.			Yd.	

DAILY CREW INSPECTION REPORT 2021 (CONT.)

Inspector: _____

Weekday

SUN	MON	TUE	WED	THU	FRI	SAT
-----	-----	-----	-----	-----	-----	-----

Bore Footage: _____

Construction Conditions

Trench Footage: _____

Date: _____

Weather

Bright /
Sun

Clear

Overcast

Rain

Snow

Temp

XX-32°

33°-50°

51°-70°

71°-85°

86°-XX°

Wind

Calm

Moderate

High

BMP

Humidity

Low

Moderate

High

Yes

No

NON CONFORMING MATERIALS OR WORK (Describe reason for non-conformance)

FIELD PROBLEMS (Which could result in delay of claim (Either manpower or equipment))

SUMMARY OF CONSTRUCTION ACTIVITIES

FOLLOW-UP INSPECTIONS OF PREVIOUSLY REPORTED DEFICIENCIES

APPENDIX "I" – GENERAL RELEASE TO THE CITY OF TACOMA

GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

**NOTE: ORIGINAL RELEASE WILL BE
MAILED TO THE CONTRACTOR
AT THE END OF THIS PROJECT**

APPENDIX "J" – AGREEMENT FOR USE OF CITY PROPERTY

RIGHT OF ENTRY & USE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2021, ("Effective Date") by and between **The City of Tacoma, Department of Public Utilities, Light Division** (d/b/a and herein referred to as "Tacoma Power") and _____, having its principle place of business located at _____ (herein referred to as "Permittee") for the purpose of establishing Permittee's rights and obligations pertaining to Permittee's entry onto and use of real property owned and/or controlled by Tacoma Power.

NOW, WHEREFORE, in consideration of the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

3. Tacoma Power hereby grants Permittee, for the purposes and subject to the terms and conditions set forth herein, the temporary, non-exclusive and revocable right to enter and use the following described land(s) (hereinafter referred to as the "Premises") located in Pierce County, State of Washington: <<DESCRIBE AREA (i.e. square footage of land, whether vacant or improved, any particular structures Permittee is entitled to use, etc.)>>
- _____
- _____

Street Address: _____, Tacoma, WA

Parcel No: _____

2. **THIS RIGHT-OF-ENTRY & USE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- I. Purpose:** Permittee is entitled to temporarily enter and use the Premises for the sole purpose of staging and mobilization in connection with project work under Contract No. _____, and specifically limited to:

Check all that apply and add appropriate description:

- ☐ Parking of the following vehicles and/or job shack:
- _____

- ☐ Storage of the following equipment, materials and/or supplies:
- _____

- ☐ Other:
- _____

**** NO OTHER USES OF THE PREMISES IS PERMITTED ****

- J. Term:** The term of this Agreement is ____ days, commencing on the Effective Date and terminating on _____. In no event shall entry or use under this Agreement extend beyond the termination of Contract No. _____, which ever first occurs. Tacoma Power may, in its sole discretion based on its operational needs or Permittee's breach of the terms and conditions hereunder, cancel and revoke this Agreement at any time upon 15 days prior written notice.

Surrender of the Premises: Permittee agrees that upon cancellation or at termination of this Agreement, Permittee will immediately vacate and deliver up the Premises to Tacoma Power in a condition as good or better than that which existed upon the Effective Date, reasonable wear and tear by the elements excepted.

K. Use Restrictions:

- (1) Permittee shall not use the Premises to park vehicles, store equipment and/or materials, or stage any work other than as strictly required for performance of work pursuant to Contract No. _____.
- (2) Permittee agrees that its use and operations on the Premises shall not interfere with the operations of Tacoma Power. Tacoma Power retains full right to access, use and regulate the Premises at all times. Tacoma Power may, in its sole discretion, immediately suspend Permittee's access and use hereunder in the event of such interference or any other violation of the terms and conditions of this Agreement.
- (3) Permittee shall not assign or sublet the rights and obligations set forth herein in whole or in part.

- L. Compliance with All Laws:** Permittee agrees to ensure that its employees and agents at the Premises comply with all applicable laws, rules, and regulations of Tacoma Power and of any other applicable federal, state, and local governmental authorities pertaining to the Premises.

- M. Site Protection and Security:** Permittee acknowledges and agrees that it shall be solely responsible for the security of the Premises and for the protection and loss of all vehicles, equipment, materials and all other personal property located on the Premises pursuant to this Agreement during its Term. Permittee shall not store any hazardous or toxic substances on the Premises.

- N. No Tacoma Power Liability for Use of the Premises and Indemnification:** This Agreement is made by Tacoma Power without any warranty, either express or implied, regarding the suitability or condition of the Premises. Permittee shall not hold Tacoma Power liable on account of any defect or condition in any part of the Premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its employees or agents.

PERMITTEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS TACOMA POWER, ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITY RELATED TO OR ARISING IN ANY WAY IN CONNECTION WITH THE ENTRY AND USE RIGHTS GRANTED HEREUNDER. THIS

PROVISION SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL PERSONAL INJURY (INCLUDING DEATH) AND DAMAGE TO PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF TACOMA POWER, ITS OFFICERS, EMPLOYEES OR AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT. IN THIS REGARD, PERMITTEE HEREBY WAIVES IMMUNITY UNDER TITLE 51, RCW, INDUSTRIAL INSURANCE LAWS, AND ACKNOWLEDGES THAT SUCH WAIVER HAS BEEN MUTUALLY NEGOTIATED.

- O. Damage/fines:** If any action of Permittee, its employees or agents, in the exercise of this Agreement results in damage to the Premises or a spill of hazardous or toxic substances, Permittee agrees, to the fullest extent allowed by law, to reimburse Tacoma Power for the cost of repair, the cleanup costs, and any other fees, fines, and penalties (civil and criminal) imposed on Tacoma Power as a result thereof. This provision is without prejudice to any rights Tacoma Power may have to make a claim under applicable laws.
- P. Enforcement:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Pierce County Superior Court. Washington State Law shall govern. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof. This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by Tacoma Power or its employees that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the Parties hereto have mutually agreed upon the terms and conditions of this instrument, represent and warrant their respective legal authority to sign it on behalf of the entity identified, and have caused it to be executed as below subscribed:

By: _____
Printed Name: _____
Title: _____
Entity bound: _____

Date: _____

By: _____
Representative of Tacoma Power

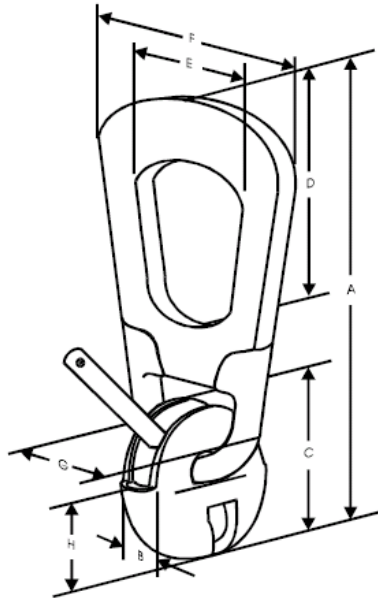
Approved as to Form:

Assistant City Attorney

APPENDIX "K" – MEADOW BURKE RING CLUTCHES

Ring Clutches

Maintenance Manual Ring Clutch



Curved Bolt Handle Replacement

Ring Clutch System	Clutch ID	Item Number
1-Ton	1.25T	79165
2-Ton	2.5T	79005
4-Ton	5T	79006
8-Ton	10T	79007
22-Ton	22T	79009

A. Frequency of Inspection

1. When receiving Ring Clutch from the manufacturer.
2. When receiving Ring Clutch from other sources.
3. When returned by a customer.

B. Inspection/Maintenance Requirements

1. New Inventory
 - a. Generally, inspect for overall appearance.
 - b. Make sure there are no bent parts or spots of weld or evidence of excessive heating on any parts.
 - c. Make sure clutch has stop pin and bushing.
 - d. Make sure the handle does not come out of the casting when rotated to the open position.
 - e. Make sure lifting bail is not bent.
 - f. Make sure date stamp is 1978 or newer.
2. Inventory Received From Other Sources
 - a. Generally, inspect for overall appearance.
 - b. Make sure there are no bent parts or spots of weld or evidence of excessive heating on any parts. If the handle is bent less than 15 degrees, it can be straightened cold.
 - c. Make sure clutch has stop pin and bushing.
 - d. Make sure the handle does not come out of the casting when rotated to the open position.
 - e. Make sure lifting bail is not bent.
 - f. Check lanyard holding device for fraying.
 - g. Make sure date stamp is 1978 or newer.
 - h. Make sure handle will freely engage clutch.

C. When to Scrap Ring Clutch

1. If the lifting bail is bent more than 10 degrees or shows evidence of having been bent more than once.
2. If a weld cannot be repaired.
3. If the clutch itself is bent.

D. When to Scrap Handle

1. Scrap the handle if it is bent 15 degrees or more.



Ring Clutch Data

Ring Clutch System	Clutch ID	Item Number	A	B	C	D	E	F	G	H	Weight per Piece
2-Ton	2.5T	79001	10-1/16"	1-1/16"	2-3/4"	2-5/8"	2-5/8"	3-3/4"	2-3/8"	1-1/2"	3.65 lbs.
4-Ton*	5T	79002	13-1/4"	1-7/16"	3-11/16"	3-3/8"	2-5/8"	4-5/8"	3"	2"	8.65 lbs.
8-Ton	10T	79003	16-1/2"	2"	5-5/16"	4-7/8"	3-5/8"	5-7/8"	4"	2-3/4"	19.87 lbs.
22-Ton**	22T	79170	23-7/8"	2-13/16"	8-1/4"	6-5/16"	4-3/4"	7-7/8"	6-1/2"	4"	55 lbs.

* Super-Lift II Ring Clutch may also be used. Clutch handle is longer.

** Available on special order only or limited quantities on hand.

APPENDIX “L”

TACOMA POWER 2020 PRE-QUALIFIED ELECTRICAL CONTRACTORS LIST

2020 Tacoma Power Prequalified Electrical Contractors List				Amaya Electric	Betschart Electric Co., Inc.	Burke Electric, LLC	DJ's Electrical, Inc.	Electrical Utility Services, LLC
				Lakewood, WA	Olympia, WA	Bellevue, WA	Brush Prairie, WA	Davenport, WA
Civil Work	Conduit/Vault		10-A-1	X	X	X	X	X
	Excavation		10-A-2	X		X	X	
	Rd Xings		10-A-3	X			X	
Electrical Distribution (2400-15,000 V)	OH Lines		10-B-1				X	X
	New OH		10-B-2			X	X	X
	Tfmrs		10-B-3				X	X
	Emer OH		10-B-4	X			X	X
	UG Cable		10-B-5		X	X	X	X
	Cable Term		10-B-6		X		X	X
	PM Tfmrs		10-B-7		X	X	X	X
	Emer UG		10-B-8				X	X
Electrical Transmission (52,000-230,000 V)	Wood Pole		10-C-1				X	X
	Steel Lattice		10-C-2			X		
	Steel Pole		10-C-3				X	
	Stringing		10-C-4			X	X	
	Long Span		10-C-5				X	
	Emer Work		10-C-6				X	
Electrical Substation	Pwr Tfrs	Installation, Testing & Repair	10-D-1a			X	X	X
	Tap Chng		10-D-1b				X	X
	15kV PCB		10-D-1c			X	X	X
	Tran PCB		10-D-1d			X	X	X
	Tran Sw		10-D-1e			X	X	X
	Cntl Wr	Control Wiring & Metering	10-D-2a	X	X	X	X	X
	Relay		10-D-2b			X	X	X
	DA/SCADA		10-D-2c			X	X	X
	Substation Grounds		10-D-3	X	X	X	X	X
	Substation Conduit		10-D-4	X		X	X	X
	Secondary (0-600 V)	Installation	Residential	10-E-1a		X		X
Splice & Repair		10-E-1b			X		X	X
Installation		Commercial	10-E-2a	X	X		X	
Splice & Repair			10-E-2b	X	X		X	
Emergency			10-E-3				X	

2020 Tacoma Power Prequalified Electrical Contractors List				Henkels & McCoy, Inc.	JH Kelly, LLC	Magnum Power, LLC	Michels Corporation	Northwest Cascade, Inc.
				Portland, OR	Longview, WA	Castle Rock, WA	Neenah, WI	Puyallup, WA
Civil Work	Conduit/Vault		10-A-1	X	X	X	X	X
	Excavation		10-A-2	X	X	X	X	X
	Rd Xings		10-A-3			X	X	X
Electrical Distribution (2400-15,000 V)	OH Lines		10-B-1	X		X	X	
	New OH		10-B-2	X		X	X	
	Tfmrs		10-B-3	X		X	X	
	Emer OH		10-B-4			X	X	
	UG Cable		10-B-5			X	X	
	Cable Term		10-B-6			X	X	
	PM Tfmrs		10-B-7			X	X	
	Emer UG		10-B-8			X	X	
	Electrical Transmission (52,000-230,000 V)	Wood Pole		10-C-1	X		X	X
Steel Lattice		10-C-2			X	X		
Steel Pole		10-C-3			X	X		
Stringing		10-C-4	X		X	X		
Long Span		10-C-5	X		X	X		
Emer Work		10-C-6			X	X		
Electrical Substation	Pwr Tfrs	Installation, Testing & Repair	10-D-1a	X	X	X	X	
	Tap Chng		10-D-1b	X	X	X	X	
	15kV PCB		10-D-1c	X	X	X	X	
	Tran PCB		10-D-1d	X	X	X	X	
	Tran Sw		10-D-1e	X	X	X	X	
	Cntl Wr	Control Wiring & Metering	10-D-2a	X	X	X	X	
	Relay		10-D-2b	X	X	X	X	
	DA/SCADA		10-D-2c	X	X	X	X	
	Substation Grounds		10-D-3	X	X	X	X	
	Substation Conduit		10-D-4	X	X	X	X	
	Secondary (0-600 V)	Installation	Residential	10-E-1a			X	X
Splice & Repair		10-E-1b				X	X	
Installation		Commercial	10-E-2a			X	X	
Splice & Repair			10-E-2b			X	X	
Emergency		10-E-3			X	X		

2020 Tacoma Power Prequalified Electrical Contractors List				Northwest Utility Services, LLC.	Potelco, Inc.	Power City Electric, Inc.	Sturgeon Electric Company, Inc.	Thompson Electrical Constructors, Inc.
				Sumner, WA	Sumner, WA	Spokane, WA	Troutdale, OR	Tacoma, WA
Civil Work	Conduit/Vault		10-A-1	X	X	X	X	X
	Excavation		10-A-2	X	X	X	X	
	Rd Xings		10-A-3	X	X	X		
Electrical Distribution (2400-15,000 V)	OH Lines		10-B-1	X	X	X	X	
	New OH		10-B-2	X	X	X	X	
	Tfmrs		10-B-3	X	X	X	X	
	Emer OH		10-B-4	X	X	X	X	
	UG Cable		10-B-5	X	X	X	X	
	Cable Term		10-B-6	X	X	X	X	
	PM Tfmrs		10-B-7	X	X	X	X	
	Emer UG		10-B-8	X	X		X	
Electrical Transmission (52,000-230,000 V)	Wood Pole		10-C-1	X	X		X	
	Steel Lattice		10-C-2	X	X		X	
	Steel Pole		10-C-3	X	X		X	
	Stringing		10-C-4	X	X		X	
	Long Span		10-C-5		X		X	
	Emer Work		10-C-6	X	X		X	
Electrical Substation	Pwr Tfrs	Installation, Testing & Repair	10-D-1a	X	X	X	X	
	Tap Chng		10-D-1b	X	X		X	
	15kV PCB		10-D-1c	X	X	X	X	
	Tran PCB		10-D-1d	X	X	X	X	
	Tran Sw		10-D-1e	X	X	X	X	
	Cntl Wr	Control Wiring & Metering	10-D-2a	X	X	X	X	
	Relay		10-D-2b	X	X	X	X	
	DA/SCADA		10-D-2c	X	X	X	X	
	Substation Grounds		10-D-3	X	X	X	X	
	Substation Conduit		10-D-4	X	X	X	X	
	Secondary (0-600 V)	Installation	Residential	10-E-1a	X	X		X
Splice & Repair		10-E-1b		X	X		X	X
Installation		Commercial	10-E-2a	X	X		X	X
Splice & Repair			10-E-2b	X	X		X	X
Emergency			10-E-3	X	X		X	X

2020 Tacoma Power Prequalified Electrical Contractors List				Titan Electric, Inc.	Wilson Construction Company
				Casper, WY	Canby, OR
Civil Work	Conduit/Vault		10-A-1	X	X
	Excavation		10-A-2	X	X
	Rd Xings		10-A-3	X	X
Electrical Distribution (2400-15,000 V)	OH Lines		10-B-1	X	X
	New OH		10-B-2	X	X
	Tfmrs		10-B-3	X	X
	Emer OH		10-B-4	X	X
	UG Cable		10-B-5	X	X
	Cable Term		10-B-6	X	X
	PM Tfmrs		10-B-7	X	X
	Emer UG		10-B-8	X	X
Electrical Transmission (52,000-230,000 V)	Wood Pole		10-C-1	X	X
	Steel Lattice		10-C-2	X	X
	Steel Pole		10-C-3	X	X
	Stringing		10-C-4	X	X
	Long Span		10-C-5	X	X
	Emer Work		10-C-6	X	X
Electrical Substation	Pwr Tfrs	Installation, Testing & Repair	10-D-1a	X	X
	Tap Chng		10-D-1b	X	
	15kV PCB		10-D-1c	X	X
	Tran PCB		10-D-1d	X	X
	Tran Sw		10-D-1e	X	X
	Cntl Wr	Control Wiring & Metering	10-D-2a	X	X
	Relay		10-D-2b	X	X
	DA/SCADA		10-D-2c	X	X
	Substation Grounds		10-D-3	X	X
	Substation Conduit		10-D-4	X	X
	Secondary (0-600 V)	Installation	Residential	10-E-1a	X
Splice & Repair		10-E-1b		X	X
Installation		Commercial	10-E-2a	X	X
Splice & Repair			10-E-2b	X	X
Emergency		10-E-3	X	X	

APPENDIX “M”

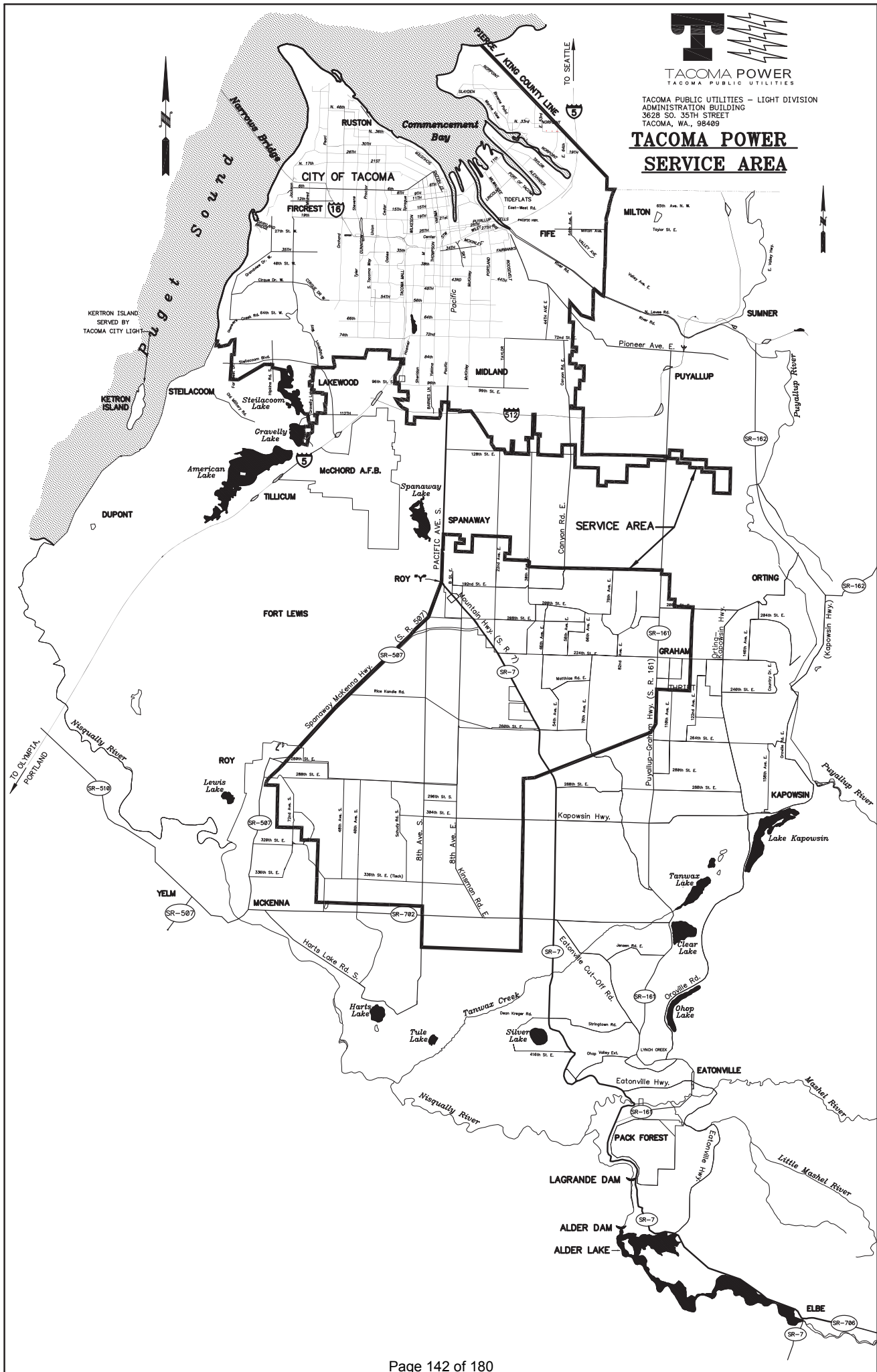
TACOMA POWER SERVICE TERRITORY MAP



TACOMA POWER
TACOMA PUBLIC UTILITIES

TACOMA PUBLIC UTILITIES - LIGHT DIVISION
ADMINISTRATION BUILDING
3628 SO. 35TH STREET
TACOMA, WA., 98409

TACOMA POWER SERVICE AREA



APPENDIX “N”

LEAP INSTRUCTIONS, GOAL FORM AND REGULATIONS



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
Phone (253) 591-5826
FAX (253) 591-5232

LEAP

Document Submittal Schedule

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

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

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

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

Please submit above documents as instructed by the Project Manager.

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

LEAP REQUIREMENTS & PROCEDURES:

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

Post-award Submittals:

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

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

<http://cityoftacoma.org/leap>.

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

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

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

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

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

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

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



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma WA 98402
Telephone (253) 591-5826
Fax (253) 591-5232

PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A

Contractor:		Date:
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:
Project Description:		Notes:

PART B PLANNED LEAP HOURS*

Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Part C

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

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

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

Part B

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

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

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

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

Part C

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



City of Tacoma LEAP Office
747 Market Street, Room 808
Tacoma, WA 98402
(253) 591-5826 fax (253) 591-5232
www.cityoftacoma.org/leap

LEAP APPRENTICE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

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

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

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

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

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP APPRENTICE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Economically Distressed ZIP Codes

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Y	Y	Auburn
98030	Y	Y		Kent
98032	Y	Y		Kent
98198	Y	Y		Seattle
98304	Y	Y	Y	Ashford
98323		Y	Y	Carbonado
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98355	Y	Y	Y	Mineral
98356	Y	Y	Y	Morton
98377		Y	Y	Randle
98385		Y	Y	South Prairie
98424	Y	Y		Fife
98433		Y	Y	JBLM
98439	Y	Y		Lakewood
98444	Y	Y	Y	Parkland
98467	Y	Y		University Place
98499	Y	Y		Lakewood
98520	Y	Y		Aberdeen
98528	Y		Y	Belfair
98548	Y	Y	Y	Hoodsport
98564	Y		Y	Mosssyrock
98575		Y	Y	Quinault
98580		Y	Y	Roy
98584	Y	Y		Shelton
98597	Y	Y		Yelm
98925	Y	Y	Y	Easton

“200% Pov” = People at or below 200% of the federal poverty line. (69th percentile)

“Unemployed” = Unemployment rate (45th percentile)

“25+ College” = People at or above 25 years old without a college degree. (75th percentile)

Tacoma Public Utility Service Area

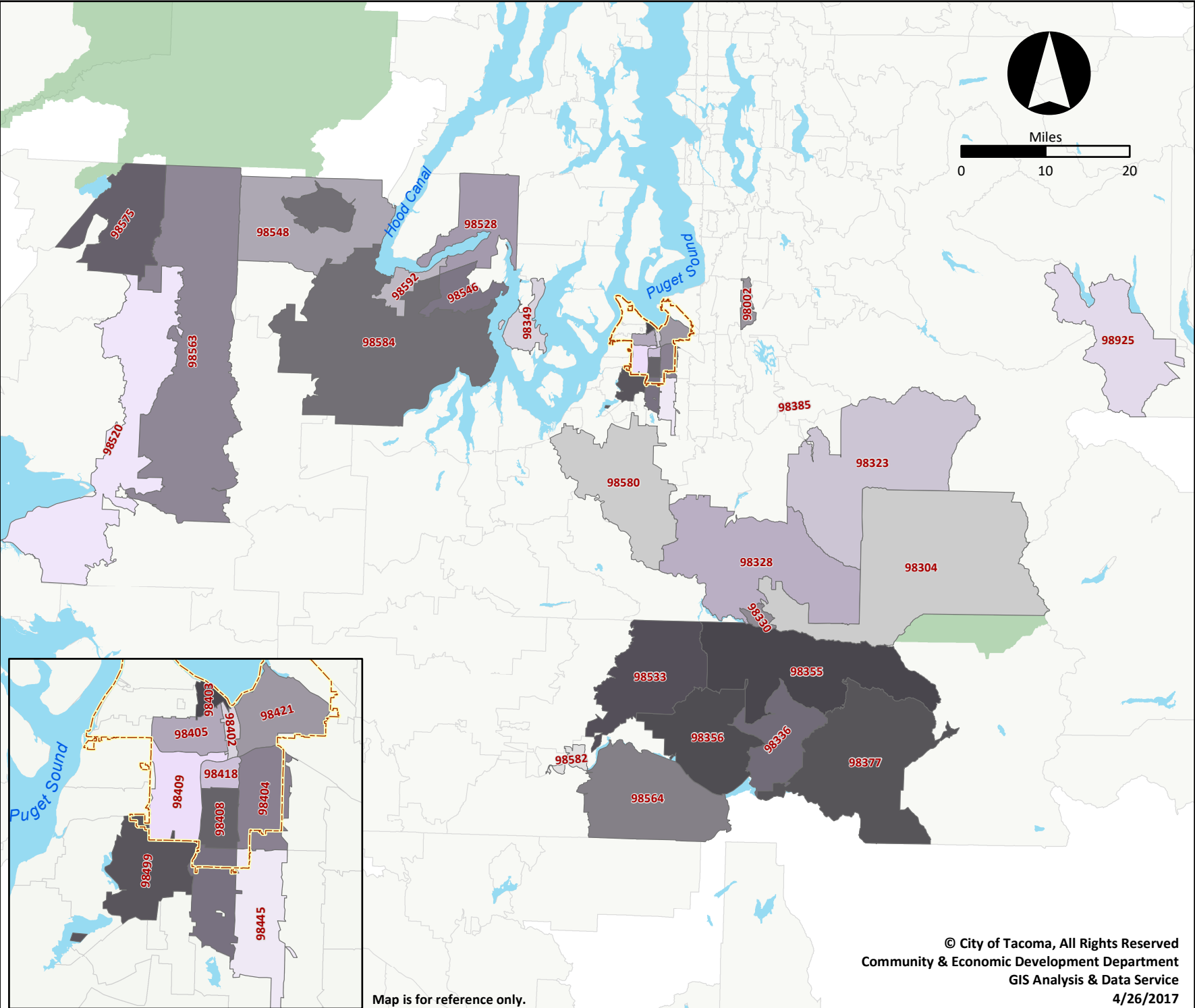
98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in a Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98405
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

Chapter 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

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

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

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

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

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

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

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

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. "Service Area - Water" or "Water Service Area" shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the Water Utility.

W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."

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

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

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

AA. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

(Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

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:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

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.

(Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Good faith efforts. *Repealed by Ord. 27368.*

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

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

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

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

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

APPENDIX “O”

EQUITY IN CONTRACTING PROGRAM REGULATIONS

City of Tacoma

Equity In Contracting Program Regulations

City of Tacoma Equity In Contracting Regulations Manual

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Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

Goals/Requirements on Contracts

A. Requirements

1. Public Work

- a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
- i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
- ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
 1. Waiver types are listed under the “Waivers” section B.

Contractors are also subject to the City’s ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

<https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505>. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: <https://omwbe.diversitycompliance.com/>

All SBE goals may be met by using DBE’s or SBE’s from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

Contract Compliance

A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to pro-actively monitor any possible discrimination on City of Tacoma-funded contracts.

B. Requirements

1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
 - a. “B2GNow” for prime-contractor and sub-contractor payment compliance.
 - b. “LCP Tracker” for certified payroll compliance.
2. To access both systems, please use the following link:
<https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma>

3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

C. Key Performance Indicators

1. B2GNow
 - a. Ethnicity and Gender Summary
 - i. Subcontractors Only
 - ii. With Primes
 - b. Prompt Payment Analysis
 - c. Prime Contractor Performance on Active Contracts
 - d. Contract Awards Summarized by Department
2. LCP Tracker
 - a. Apprentice Hours
 - i. By Trade
 - ii. By Contractor
 - b. Employment By Area
 - i. Zip Code
 - ii. Council Districts
 - c. Employment By Ethnicity

Waivers

A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

B. Requirements

1. Emergency
 - a. Must be documented and requested by the department/division awarding the contract.
2. Not Practicable
 - a. Must be documented and requested by the department/division awarding the contract.
3. Sole Source
 - a. Must be confirmed by the Finance Purchasing Manager.
 - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
4. Government Purchasing
 - a. Must be confirmed by the Finance Purchasing Manager.
5. Lack of Certified Contractors
 - a. Must be documented and confirmed by the Equity in Contracting division.
 - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
 - c. The list produced by this research shall be documented with other files for the contract in question.
 - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
6. Best Interests of the City
 - a. Must be documented and requested by the department/division awarding the contract.

C. Compliance

1. Waiver requests may be initiated by the contractor or the department owner.
 - a. When initiated by the contractor, the “Application for EIC Requirement Waiver” must be submitted to the EIC office.
 - i. The application will be reviewed by the office, and a determination will be made.
 - b. When initiated by the department owner, a request must be made in writing to the EIC office.
2. The waivers will be reviewed in accordance with 1.07.060(C).

D. Key Performance Indicators

1. Total quantity of Waivers
 - a. By type number
 - b. Type 5 will also need to document the NAICS code referenced.

Version History

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version

3.11.2020.1

Previous Version(s)

2.21.2020.1

APPENDIX “P”

EQUITY IN CONTRACTING REGULATIONS **TACOMA MUNICIPAL CODE - CHAPTER 1.07**

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

- A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- C. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

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

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

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

1.07.040 Program administration.

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

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

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

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

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

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

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

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

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

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

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

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

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

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

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

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

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

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

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

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

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

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

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

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

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

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

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

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

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

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

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

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

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

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

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)