



City of Tacoma, WA

TACOMA POWER / TRANSMISSION AND DISTRIBUTION

REQUEST FOR BIDS

POWER LINE VEGETATION CLEARANCE CREWS

SPECIFICATION NO. PT20-0355F



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

**REQUEST FOR BIDS PT20-0355F
Power Line Vegetation Clearance Crews**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 2, 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.

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 10:00 a.m. PT, Thursday, February 18, 2021, via Zoom web conference at the following link, [Pre-Bid Meeting Zoom Link](#) (Passcode 574917).

Project Scope: The City of Tacoma, Department of Public Utilities, Tacoma Power is soliciting for bids from qualified firms to provide personnel and equipment to augment Tacoma Power's Transmission and Distribution tree trimming crews as required in the clearing of vegetation adjacent to overhead electrical facilities in order to enhance the reliability of the Transmission and Distribution System.

Estimate: \$6,570,000 (three years)

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, February 18, 2021**, 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 **February 23, 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 PT20-0355F	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 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	Proposal Questionnaire	
7	Contractor's Record of Prior Contracts , per Section 4.01.1A.	
8	List of Equipment , per Section 4.01.7E.1.	
9	Safety Plan , Submission of a plan per Section 4.09.1.	
10	Equity in Contracting Utilization Form per Section 4.13.	
11	Bid Bond , in the value of 5% of the contract value per Section 1.04 & 4.01.5 (A hard copy bid bond shall be mailed to the address below and must be postmarked by the submittal deadline.) City of Tacoma Procurement and Payables PT20-0355F – Bid Bond 3628 S 35th St Tacoma, WA 98409	
12	Invoice Sample , Submission of a sample billing plan per Section 4.17.2D.	

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 4.02.1).

(b) **Performance and Payment Bonds** (Section 2.01B & 4.07).

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 4.06).

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 2.06).

(e) **Intent to Pay Prevailing Wage** (Section 3.08B & 4.15).

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

(f) **Prime Contractor LEAP Utilization Form** (Section 4.14).

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

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. PT20-0355F POWER LINE VEGETATION CLEARANCE 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 February 12, 2021, 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.*



**Specification PT20-0355F
Power Line Vegetation Clearance Crews**

PROPOSAL PRICING SHEET

<u>Item #</u>	<u>ITEMS</u>	<u>Estimated Hours (3 Years)</u>	<u>COST PER HOUR @ REGULAR TIME</u>	<u>COST PER HOUR @ OVERTIME</u>	<u>COST PER HOUR @ STORM RATE (Section 4.02.3A)</u>	<u>TOTAL (Regular Time Hours X Estimated Hours)</u>
A Standard Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 50-55 ft Articulating Man-Lift, 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	1,000	\$ _____	\$ _____	\$ _____	\$ _____
B Extra- Height Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 60-70 ft Articulating Man-Lift 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	27,000	\$ _____	\$ _____	\$ _____	\$ _____
C Climbing Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	2,000	\$ _____	\$ _____	\$ _____	\$ _____
Total for Announcing at Bid Opening (low submittal will be based on evaluation per Section 4.16)						\$ _____

Note – Sales tax does not apply to electrical utility directed tree trimming services as defined in WAC 458-20-226 Rule 3f

2ND YEAR ESCALATION:	Escalation percentage for contract 2nd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3.	%
3RD YEAR ESCALATION:	Escalation percentage for contract 3rd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3.	%
4TH YEAR ESCALATION:	Escalation percentage for contract 3rd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. Per Section 4.04.2 – This single one year contract extension may be considered subject to mutual agreement per the same contract terms and conditions.	%

PROPOSAL PRICING SHEET – ADDITIONAL PERSONNEL ITEMS

The following line items are intended to be added and/or subtracted from crew structure items A, B & C or assembled and itemized for specific work as directed by Tacoma Power:

<u>Item #</u>	<u>ADDITIONAL PERSONNEL ITEMS</u> <u>(Section 4.01.7F.1)</u>	<u>COST PER HOUR</u> <u>REGULAR TIME</u>	<u>COST PER HOUR</u> <u>OVERTIME</u>	<u>COST PER HOUR</u> <u>STORM RATE</u> <u>(Section 4.02.3A)</u>
1	Power Line Clearance Tree Trimmer – In Charge	\$ _____	\$ _____	\$ _____
2	Power Line Clearance Tree Trimmer	\$ _____	\$ _____	\$ _____
3	4 th Step Apprentice	\$ _____	\$ _____	\$ _____
4	3 rd Step Apprentice	\$ _____	\$ _____	\$ _____
5	2 nd Step Apprentice	\$ _____	\$ _____	\$ _____
6	1 st Step Apprentice	\$ _____	\$ _____	\$ _____
7	Tree Equipment Operator	\$ _____	\$ _____	\$ _____
8	Tree Trimmer Ground-person	\$ _____	\$ _____	\$ _____
9	Trackhoe Mower with operator & Ground-person	\$ _____	\$ _____	\$ _____
10	ISA Certified Arborist w/ Transportation (See Section 4.01.7G)	\$ _____	\$ _____	\$ _____
11	Flagger (Not to include travel time per Section 4.12.1)	\$ _____	\$ _____	\$ _____
12	2 Person Spray Crew w/ Transportation	\$ _____	\$ _____	\$ _____

PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS

<u>Item #</u>	<u>ADDITIONAL EQUIPMENT ITEMS</u> <u>(Section 4.01.7F.2)</u>	<u>COST PER HOUR</u> <u>REGULAR TIME</u>
13	50- 55 Foot Articulated Man-Lift	\$ _____
14	60 - 70-Foot Articulated Man-Lift	\$ _____
15	80 - 92-Foot Articulated Man-Lift	\$ _____
16	105 - Foot Articulated Man-Lift	\$ _____
17	150 - Foot Articulated Man-Lift	\$ _____
18	Off-Road (all terrain) 75 ft. maximum working height Man-lift (Bucket Truck)	\$ _____
19	Self-Feed Chipper	\$ _____
20	2-½ Ton Dump Truck	\$ _____
21	Skid Steer Mower w/ Truck & Trailer	\$ _____
22	Hi-Level mobile sign board (traffic control)	\$ _____
23	Trackhoe Mower (item #9) Mobilization (See Section 4.01.7E.5)	\$ _____
24	Trackhoe Mower (item #9) Mobilization Vehicle w/operator (See section 4.01.7E.6)	\$ _____



**Specification PT20-0355F
Power Line Vegetation Clearance Crews**

PROPOSAL – QUESTIONNAIRE

Please answer the questions below:

BONDING REQUIREMENTS

Can your firm obtain the Performance and Payment Bonds for one hundred percent (100%) of the dollar amount awarded as required in Section 4.07?

YES	
NO	

BUSINESS INFORMATION

1. What are your normal business hours? _____
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. State the number of years your firm has been providing power line vegetation clearance in a similar scope to that outlined in this Specification. See Section 4.01.1A for minimum requirements.

	Years
--	--------------

[illegible]

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: PT20– 0355F
Date of Record: 1.21.2021

*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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.2 Commercial (Business) Automobile Liability Insurance

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

4.3 Workers' Compensation

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 Railroad Protective Liability Insurance

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

4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.7 Other Insurance

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

4.8 Other Conditions

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

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 1.15 B

The following paragraphs of the General Provisions have been referenced or modified within Sections 4 and 5:

1.14 – Firm Prices/Escalation	4.05.3 – Escalation
2.01 B – Surety Bond	4.07 – Performance Bond and Payment Bond
2.11 – City of Tacoma’s Right to Terminate Contract	4.04.3 – Cancellation of Contract
2.14 - Delivery	4.02.3 – Contract Work Times
3.08 B – Prevailing Wages	4.15 – Prevailing Wages
3.13 – Final Payment	5.02 – Final Payment – Contract Retainage

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). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
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 Contractor 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 AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines 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 IV – SPECIAL PROVISIONS

4.01 – SUMMARY OF WORK

4.01.1 – PROJECT DESCRIPTION

The work to be performed under the provisions of these specifications shall be ordinary maintenance work consisting of clearing foliage near existing Tacoma Power electrical transmission and distribution lines and such other clearing work that may be required and directed by Tacoma Power during the term of the contract. This work is intended to augment the work performed by Tacoma Power's tree trimming crews.

The work will consist of trimming and removing trees and other vegetation, all in accordance with Tacoma Power standards, specifications, Washington State WAC Safety Regulations, and under the general direction of Tacoma Power personnel.

4.01.1A – QUALIFIED RESPONDENTS

Only Respondents experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of ***two (2) years*** or more will be considered. Bids of inexperienced contractors and those who have failed to properly perform other contracts will be rejected for such cause. Respondents must submit the “**Contractor's Record of Prior Contracts**” form included in the proposal sheets of this specification at the time of submitting their bid. The City shall be the sole judge of the bidder's ability to meet the requirements of this paragraph.

4.01.2 – 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, Department of Public Utilities.
TPU	Tacoma Public Utilities, Division of City of Tacoma.
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 Public Utility representative administering the project and providing decisions on project work.
RFB	Request for Bid

4.01.3 – CALENDAR OF EVENTS

The anticipated schedule of events concerning this bid 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	February 18, 2021
Questions due, 3:00 p.m. PT	February 18, 2021
Questions and answers posted	February 23, 2021
Submittal deadline, 11:00 a.m. PT	March 2, 2021
Evaluation Finalized	March 10, 2021
Public Utility Board Approval	March 24, 2021

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

4.01.4 – PRE-BID MEETING

All Respondents are invited to attend a pre-bid meeting on Thursday, February 18, 2021, at 10:00 a.m. virtually via Zoom web conference, [Pre-Bid Meeting Zoom Link](#) (Passcode 574917). Please confirm attendance by email to Tina Eide, teide@cityoftacoma.org.

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) and Equity in Contracting (EIC) Program. Attendance at the pre-bid meeting is not required, but strongly recommended.

4.01.5 – 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 (5%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. A hard copy of the bid bond must be mailed and postmarked by the submittal due date.

4.01.6 – 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.

4.01.6A – 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>

4.01.6B – 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.

4.01.7 – ACCOMPLISHMENT OF WORK

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

4.01.7A – INDEPENDENT CONTRACTOR

During the 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.

4.01.7B – WORKER QUALIFICATIONS

The Contractor's supervisors and crew members shall be qualified for and experienced in the type of work they are identified to perform. A minimum of two (2) years of experience is required for supervisors and tree trimmers in charge.

4.01.7C – CREW CAPABILITY

All crew personnel shall be fit for full duty with no work restrictions. The contractor shall provide a letter of certification stating that each crew member has obtained the necessary training to meet the qualifications for their position.

4.01.7C.1 – ANNUAL QUALIFICATION SUBMITTAL

On an annual basis Tacoma Power will request from the contractor a list of qualifications for the contractor's employees participating on this project. The qualifications for any new employees added to the contractor's staff during the term of the contract shall be submitted prior to any work performed on this project.

4.01.7D – CREW STRUCTURE

Each tree trimming crew (Proposal items A, B & C) shall consist of:

- one (1) journey level tree trimmer in charge
- one (1) journey level tree trimmer
- one (1) groundperson, operator, or Step 1 thru 4 Apprentice

The majority of the personnel and equipment use on this contract will occur within the standard crew items A, B, & C. On occasion, Tacoma Power may request an item from the "Additional Line Items" section of the bid rate sheet.

4.01.7D.1 – USE OF APPRENTICES IN PLACE OF TRIMMER

Only with prior approval of the Tacoma Power project manager a 3rd or 4th step apprentice may be used in place of a journey level tree trimmer.

4.01.7E – VEHICLES, TOOLS & EQUIPMENT

As required, tree trimming crews shall have available, the following equipment. Exceptions must be approved by the Tacoma Power project manager prior to work.

Vehicles, Tools & Equipment	Requirements
Combination Aerial Man-lift	Insulated, 360 degree, horizontal rotation boom and bucket (ladder not acceptable) and hydraulic circular trim saw. Boom must be capable of operating straight out 30-feet from side to side and be suitable for work adjacent to energized lines. Man-lift must meet applicable requirements of the American National Standard for "Vehicle Mounted Elevating and Rotating Work Platforms," ANSI A92.2, latest revision, appendix, etc.
Brush Chipper	Must be a self-feed model with all shields and guards in place that produces chips suitable for landscaping mulch.
Dump Truck	2-1/2 ton – Enclosed Dump
Chainsaws	<ul style="list-style-type: none"> Two saws capable of cutting material up to 48 inches in diameter Two saws for climbing work
Backpack Blower	One (1) or equivalent
Cellular Phone	Crew Leader shall have a cellular phone available for use on the work site.
Worker Tools and Equipment	Climbing equipment, ropes, safety equipment, personal protective equipment, and other tools and equipment required to perform the work.
Traffic Control	Sufficient cones and signs for roadside work. Cones and signs must meet the requirements of the MUTCD (Manual on Uniform Traffic Control Devices) and the State of Washington.

4.01.7E.1 – VEHICLE AGE

Unless previously approved by the Tacoma Power project manager, the vehicles used on this contract, including the chipper, **shall be less than three years old** at the onset of the contract and remain in good repair throughout the contract term. A list of the contractor's equipment to be utilized for work during this project shall be identified on the "List of Equipment" form included in the proposal sheets of this bid specification.

4.01.7E.2 – CITY'S RIGHT OF REFUSAL

The City reserves the right to refuse to allow the contractor to use vehicles, tools, or equipment which, in the opinion of the City, is inadequate, unsafe, or potentially harmful to City property.

4.01.7E.3 – ADDITIONAL VEHICLES, TOOLS OR EQUIPMENT

Under normal and expected conditions additional equipment, which the contractor provides in order to perform the job, is to be included in the bid and considered incidental to the bid price. Obtaining special equipment that may be required shall follow the procedure below:

If the work to be performed requires equipment or materials not listed in the Equipment Items 13 through 22 of the proposal sheet, and if requested by Tacoma Power, shall follow the procedure below:

- Contractor shall obtain a minimum of three (3) bids or quotes for the equipment or work to be subcontracted.
- Tacoma Power shall determine what equipment is to be used.
- The contractor shall arrange for the additional equipment or materials.
- Tacoma Power shall approve all requests for additional equipment and materials.

4.01.7E.4 – REPAIR OR REPLACEMENT

The contractor shall be prepared to repair or replace any defective or lost equipment within a reasonable time. For the period of time that a piece of equipment is not functional for its intended purpose the City shall not be charged. If as a result of the non-functioning equipment the crew is not able to perform quantifiable work the City shall not be charged for the down time.

4.01.7E.5 – EQUIPMENT MOBILIZATION

Mobilization will be paid only on proposal sheet item 9 “trackhoe mower” when requested for less than three work weeks. Mobilization will not be paid when use time exceeds three work weeks. Mobilization shall be bid as a flat rate on proposal sheet line item #23. Rate will include mobilization and demobilization to and from the Tacoma Power service area. Moving equipment within the service area does not qualify as a mobilization.

Mobilization of equipment other than line item #9 (trackhoe mower) should be included in the hourly bid rate submitted on the proposal pricing sheet.

4.01.7E.6 – MOBILIZATION VEHICLE

An hourly rate will be allowed for a mobilization vehicle used for the transportation of item #9 “trackhoe mower” between work sites within the service area. The hourly rate for the mobilization vehicle will include truck, trailer and operator and should be offered on proposal sheet line item #24.

4.01.7F – ADJUSTMENT TO CREW STRUCTURE

If the crew and equipment makeup differ from **Crews line items A, B, or C** of the proposal sheet, and ***is approved by the Tacoma Power project manager or inspector prior to or during the performance of work*** adjustments will be made as described in the following paragraphs.

4.01.7F.1 – ADDITION/SUBTRACTION OF CREW PERSONNEL

Subtraction and/or addition of labor rates will be made per the unit prices listed on bid proposal sheets items #1 through #12. The per hour unit price shall be full compensation for all costs associated with the labor.

4.01.7F.2 – ADDITIONAL EQUIPMENT

Additional equipment will be added to the crew per the unit pricing submitted for items #13 through #24. The unit pricing shall be full compensation for all costs associated with the equipment. Unless otherwise approved by the Tacoma Power project manager, additional equipment will be operated by personnel in the existing crew makeup and will not require additional personnel for operation.

4.01.7G – CERTIFIED ARBORIST

The designated arborist shall be certified by the *International Society of Arboriculture* (ISA) and if needed shall include suitable transportation for the assigned work. The arborist shall be capable of performing the following duties:

- Hazard tree analysis
- Customer notification of tree trimming and or removal
- Obtain permission slips for tree removal from private property
- Inventory trees utilizing both manual maps of electronic programs provided by Tacoma Power
- Record tree species, growth rates, trim cycles, etc.

4.01.7H – EMERGENCY NOTIFICATION

The contractor shall 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.

4.01.7H.1 – RESPONSE TO EMERGENCY EVENT OF OTHER UTILITY

The contractor must contact and receive a release from Tacoma Power prior to relocating crews from Tacoma Power's service area in order to respond to another utility's emergency event.

4.01.7H.2 – TACOMA POWER'S RIGHT OF REFUSAL

Tacoma Power reserves the right to decline the request if the relocation of the contractor's crews would significantly impact Tacoma Power's ability to respond within its service area.

4.01.8 – GENERAL WORK REQUIREMENTS

The following are the general work requirements for this contract. The acceptable performance will be determined by the performance standards of this specification. Drop crotch and directional pruning is the accepted method of Tacoma Public Utilities, but in no case will the trimming take precedence over required line clearances.

TABLE 1	
Work Type	General Requirement
Tree Removal	<u>Refer to Tacoma Power Standards:</u> (Included in Appendix "A")
Clearances to High Voltage Transmission Wires (Over 35,000 Volts)	W-TT-0002 W-TT-0003 W-TT-0004
Clearances to Primary Distribution Wires (1000 Volts to 35,000 Volts)	W-TT-0006 W-TT-0007 W-TT-0008 W-TT-0009
Clearances to Secondary Distribution Wires (0 to 1000 Volts)	W-TT-0011 W-TT-0012
New Right of Way	Clear rights-of-way for existing and new transmission and distribution lines as directed by the Tacoma Power Line Clearance Inspector.
Clean up of work site	Clean up and dispose of all logs, trimmings, brush, chips and other debris resulting from the work.

4.01.8A – EXCEPTIONS

Only the City will make exceptions or additions to the general requirements noted above.

4.01.9 – PERFORMANCE STANDARDS

Contract crews shall trim trees to ANSI Z133 and A300 Standards, Tacoma Power Standards as listed above in Table #1 and Transmission Vegetation Management Plan, or as specified by the Tacoma Power Line Clearance Inspector. All trimming will be done to arboricultural standards. The work will include the identification of potentially hazardous trees and may include the removal of these trees.

4.01.9A – HAZARDOUS TREES

Hazardous trees are those trees that contact exposed electrical lines, lean, are dead, have been impacted by construction activities, have dead tops, are buffer trees exposed to prevailing winds, or have conks on their trunks or main leads and show decay.

4.01.9B – CLEARANCE PER SPECIES OF TREES

Faster growing species (i.e., cottonwoods, poplars, alders, etc.) will need more clearance than slower growing species. Where removal and treatment of stumps with an approved herbicide is not allowed by the property owner, drop crotch pruning will be the acceptable trimming method. Tipping back, heading cuts, round-overs, or shearing cuts are the least desirable line clearance methods. Natural target pruning is the approved method.

4.01.9C – DISPOSAL OF WOOD CHIPS

Tacoma Power has an active program of offering wood chips to customers within the area that tree clearance is occurring. At the direction of Tacoma Power supervisor wood chips will be delivered directly to customer property.

4.01.9D – FIRE SUPPRESSION

The contractor shall provide fire suppression equipment when required by the Washington State Department of Natural Resources.

4.01.10 – 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.

4.01.10A – 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.

4.01.10B – SPECIFIC WORK SITES

Specific work sites will be assigned by Tacoma Power's Asst. Transmission and Distribution Manager or designee. Tacoma Power's facilities are located within the State of Washington counties of Pierce, Mason, & Lewis. Small portions of lines may be found in King and Kitsap counties. See "Appendix K" for Tacoma Power service territory map.

4.01.10C – REMOTE SHOP SITE

As work dictates there may be the need for contract crews to mobilize from a remote shop site for a short duration of time.

4.01.10D – USE OF TACOMA POWER PROPERTY

Tacoma Power will provide to the contractor use of a single site location as a provision to park vehicles and equipment associated with work on this contract. Use of this location owned by the City of Tacoma will be provided at no charge to the contractor. The designated area is of an approximate size of 110' x 130'. Prior to use of City of Tacoma property, The contractor will be required to sign an **"Permit for Use of City Property"** form. A sample of this form and a location map of the site location are hereto included as "Appendix J" of these specifications.

If during the course of the contract, a change in the location of this site is mandated by Tacoma Power, a replacement site will be identified and a revised **"Permit for Use of City Property"** form would be required to be signed by the contractor.

4.02 – 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.

4.02.1 – CONTRACT DOCUMENTS

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

- Contract signed by the appropriate officer of the company
- Performance and Payment Bond (Reference Section 4.07)
- Retainage Bond, if selected in lieu of holding 5% retainage (Reference Section 4.06)
- Insurance certificate including endorsements
- Intent to Pay Prevailing Wage
- Prime Contractor LEAP Utilization Form
- Contractor's Job Hazard Analysis Report

4.02.2 – CREW MOBILIZATION

The contractor shall be capable of mobilizing up to 6 crews that meet the requirements of this specification. Up to 2 crews shall be capable of being mobilized within 2 weeks of notification. The additional 4 crews shall be capable of being mobilized within 4 weeks of notification.

4.02.3 – CONTRACT WORK TIMES

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

4.02.3A – 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 “Crew Rates A, B & C” and “Additional personnel” line items #1-12. Storm rates will not be allowed on “Additional equipment” line items #13-24. 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.

4.03 – CONTACT PERSON

4.03.1 – PROJECT MANAGER/LEAD

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

4.04 – CONTRACT PERIOD

4.04.1 – 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.

4.04.2 – TERM OF CONTRACT

The term of this contract is from the date of award per Section 4.04.1, 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.

4.04.3 – CANCELLATION OF CONTRACT

In addition to the cancellation provisions of Section 2.11 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.

4.05 – PRICING

4.05.1 – PRICES QUOTED

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 Tacoma Power project manager.

4.05.1A – INCIDENTAL WORK

All work not specifically called out in these specifications, but required per the Tacoma Power project manager shall be considered incidental to the contract.

4.05.2 – QUANTITIES

Estimated quantities indicated in the proposal are for bidding and contract purposes only. Actual quantities and measurements supplied and verified by the project manager will determine payment.

4.05.3 – ESCALATION

Unit pricing will remain firm for the initial 12 months (1 year) of the contract. On the anniversary date (12 months after award), the awarded contractor(s) may submit a request to escalate unit prices for labor items only. Increases are not to exceed the fixed percentage as submitted in the Respondents(s) proposal. The hourly rates submitted for additional personnel items 1, 2 & 3 will be utilized to calculate the labor portion subject to escalation for “Crew Rates A, B & C”. Per Section 4.16 “Evaluation and Award” the escalation percentage submitted for labor line items will be considered in the bid evaluation process. Equipment rates will remain firm for the life of the contract.

4.06 – RETAINAGE BOND

The requirements listed in Section 3.12 of the General Provisions shall be modified as listed below.

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

Tacoma Power may elect to issue additional contract amounts to the awarded contractor(s). In that event, the selected contractor(s) will be required to execute a 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.

4.07 – PERFORMANCE BOND AND PAYMENT BONDS

A performance bond and a payment bond, including power of attorney, for this project are required, each in the amount of one hundred percent (100%) of the Contract value, plus applicable sales tax. This is a post award requirement.

The City's bond forms must be used (Appendix "G"). Both the performance bond and the payment bond must be executed by a surety company licensed to do business in the state of Washington. Any costs associated with acquiring the bonds must be included in submittal prices. Bonds will not be reimbursed or paid as a separate line item.

4.07.1 – CONTRACT EXTENSION YEAR

Per Section 4.04.2 of this document a one-year contract extension may be considered upon mutual agreement of both parties. In the event that the Contract is extended, the contractor will be required to execute a contract amendment and shall have in place a performance bond securing one hundred percent (100%) of the remaining contract value.

4.08 – CONTRACT MODIFICATIONS

4.08.1 – 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.

4.08.2 – 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.

4.09 – 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. Required protective equipment shall be worn at all times when an employee is at the job site. 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.

If the contractor is requested to work within an arc flash zone, appropriate protective equipment shall be provided by the contractor and worn at all times during this exposure. The contractor shall be aware of and remain compliant with the Tacoma Power work practice W-GR-4030 “Arc Flash Hazards, Distances and Clothing” included as Appendix “B”. 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.

4.09.1 – SAFETY PLAN

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

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

4.09.2 – SAFETY VIOLATIONS AND DEFICIENCIES

The contractor and Tacoma Power’s safety officer shall be advised to be observant for safety violations and deficiencies at contractor work sites. The contractor shall make and bear the cost of necessary corrections. Failure to correct safety violations and deficiencies shall be grounds for an order from Tacoma Power’s safety officer to cease further work and be removed from the job site until the necessary corrections are made. The contractor shall bear the cost of such safety shutdowns.

4.09.3 – SAFETY REGULATIONS AND POLICIES

All work performed on behalf of Tacoma Power shall be done within all applicable safety regulations and Tacoma Power work practices. The following are the most commonly referred to State of Washington Administrative Code (WAC) safety regulations; however it is the responsibility of the contractor to be familiar and follow all applicable safety regulations.

WAC No.	Title
296-24	General Safety and Health
296-45	Safety Standards for Electrical Workers
296-62	General Occupational Health Standards
296-155	Safety Standards for Construction Work

4.09.3A – STATE OF WASHINGTON REGULATIONS

Copies of the applicable safety and work regulations for the State of Washington may be obtained from the Department of Labor and Industries. Call the **Office of Information and Assistance 1-800-647-0982** or refer to <http://www.lni.wa.gov/>.

4.09.4 – ENERGIZED ELECTRICAL CIRCUITS

Unless prior arrangements are made, electrical power circuits shall remain energized during the performance of this work. All requirements of the State of Washington Department of Labor and Industries Electrical Safety Rules shall be followed. The City shall be informed of work crew locations at all times. If, in the opinion of the crew foreman, the performance of any part of this work could result in an excessive danger to personnel or equipment, the contractor shall cease work, notify the Tacoma Power project manager and await instructions.

4.10 – QUALITY CONTROL

4.10.1 – REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids, 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.

4.10.2 – INSPECTION, TESTING AND CERTIFICATION

The Tacoma Power project manager will be responsible for insuring that the contractor is complying with the contract plans and specifications.

4.11 – WORKMANSHIP & SUPERVISION

4.11.1 – WORKMANSHIP

The contractor shall employ only qualified competent, skillful, and orderly persons to do the work, and whenever the Tacoma Power project manager shall notify the contractor in writing that any person on the work 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.

4.11.2 – SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be made available at all times during the entire contract period. The superintendent shall be on call to each site even when only a subcontractor is working unless otherwise approved by the project manager. The superintendent shall be satisfactory to the contractor and shall have full authority to act on his behalf.

4.12 – TRAFFIC CONTROL

All traffic controls on this project shall adhere to WAC 296-155, the latest edition of the MUTCD and any local government requirements. Adequate access shall be provided for local and emergency vehicular traffic through the project area at all times.

4.12.1 – FLAGGERS

If so directed by Tacoma Power the contractor will be responsible for obtaining qualified flaggers. Tacoma Power retains the capacity to provide qualified flaggers for work assigned to contractors.

Tacoma Power will only pay for actual flagging time and will not pay for travel time to and from the job site. Time cards of the flagger shall follow the requirements of section 4.17.2C "Crew Time Sheets".

4.12.2 – 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. The supply, placement, and maintenance of all traffic controls shall be the responsibility of the contractor.

4.13 – EQUITY IN CONTRACTING (EIC) PROGRAM

This contract is subject to the Equity in Contracting Program (EIC) of the City of Tacoma. All bidders must complete and submit with their bid the following solicitation forms which are contained in the Bid Proposal documents:

- **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 "E" of these specifications.

4.14 – 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 “D” for the complete regulations, forms and maps for the City’s LEAP program.

4.14.1 – 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 30,000. 15% of 30,000 labor hours equals 4,500 labor hours. The LEAP Utilization Goal for this project is 4,500 labor hours. The LEAP Goal Form for this project is included in Appendix “D”.

4.14.2 – 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.

4.14.3 – 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.

4.14.4 – 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.

4.15 – 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 "M" 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>

4.15.1 – 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>

4.16 – EVALUATION & AWARD

4.16.1 – EVALUATED QUANTITIES

Bid rates considered in the evaluation will be a composite of regular time rates, overtime rates and storm rates. Tacoma Power will consider Items A, B, & C at the estimated hours shown on the proposal sheet. For bid evaluation purposes, unit prices will be one-third (1/3) the estimated hours at the bid rate shown, one-third (1/3) the estimated hours at the escalated percentage for the second year of the contract, and one-third (1/3) the estimated hours at the escalated percentage for the third year of the contract.

4.16.2 – AWARD OF CONTRACT

It is anticipated that one contract will be awarded; however, the City may at its option award more than one contract for the services as described in this specification. The contract(s) will be awarded to the lowest responsible bidder(s) complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

4.16.3 – WORK BY OTHERS DURING CONTRACT TERM

Tacoma Power reserves the right to utilize other resources when specific work can be done under conditions more favorable to Tacoma Power. This may include public bidding for the specific work. Awardee(s) would not be excluded from bidding on this additional work.

4.17 – BILLING PLAN, INVOICING AND PAYMENTS

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

4.17.1 – MEASUREMENT

The Tacoma Power inspector or project manager in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract.

4.17.2 – INVOICES

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. This account prepared in writing will show the amount due for the work performed less any due deductions in accordance with the terms of the contract.

4.17.2A – SUBMISSION OF INVOICES

Itemized 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.

The following shall apply:

- Invoices shall include copies of actual crew time sheets as required in Section 4.17.2C.
- The invoice shall identify the Tacoma Power work order number and the charges associated with each order. Work order numbers will be supplied to the contractor as work is scheduled.
- Each labor and equipment item identified on the invoice shall reference the appropriate line item as listed on the contract.

4.17.2A.1 - END OF YEAR

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

4.17.2B – PAYMENT OF INVOICES

Prior to payment the invoices will be reconciled as follows:

- The Tacoma Power project manager will compare all vendor invoices against the City's Daily Inspection Report forms. No payment will be made until the invoice and signed inspection forms are in agreement. See **Appendix "I"** for sample of Daily Inspection Report form.

4.17.2C – CREW TIME SHEETS

Only properly filled out timesheets will be paid when invoiced. The crew time sheets shall include the following:

- worker names and classifications
- work order number
- city accounting numbers
- date assigned
- work location
- work description
- dates and hours worked.

4.17.2D – BILLING PLAN EXAMPLE

For the purpose of evaluating submittals, a sample billing plan demonstrating the ability to comply with section 4.17.2A, is requested with the bid documents. (See “Appendix C” for an example of an acceptable billing invoice).

4.17.2E – WORK 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.

4.17.3 – 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

4.18 – PROJECT COORDINATION

4.18.1 – PROJECT MANAGER / LEAD

The Tacoma Power project manager will direct work assigned to the contract(s).

4.18.2 – PRE-CONSTRUCTION MEETINGS

Pre-construction meetings will be held as required.

4.18.3 – RIGHT-OF-WAY PERMITS

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

4.18.4 – FIELD ENGINEERING

When necessary a Tacoma Power engineer will provide field engineering that is required beyond the scope of the standards provided.

4.18.5 – COORDINATION WITH OTHERS

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

4.18.6 – DIVISION OF WORK

The following division of work and materials will be followed throughout the term of the contract.

4.18.6A – MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for the materials necessary to perform the work outlined within this project and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the Tacoma Power project manager.

4.18.6B – CITY FURNISHED MATERIAL INSTALLED BY CONTRACTOR

On occasion materials may be supplied to the contractor by the City. These materials shall become the contractor's responsibility and will be liable for any materials lost or damaged after receipt.

Any material issued in excess of that required under this contract must be returned after the completion of each job. Material may include marking stakes, paint, and/or tape.

4.18.7 – DAMAGE TO PLANT & EQUIPMENT

The contractor shall bear the full cost of the repair or replacement of damaged 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.

The contractor is responsible for protecting any customer owned utilities such as side sewers, septic systems, secondary power service or water service. If damage occurs to utilities as previously described the contractor will be responsible for the repair costs to include labor and materials.

4.18.7A – UNDERGROUND UTILITIES

For location and notification of underground utilities The Utilities Notification System is available by calling 1-(800) 424-5555.

4.18.7B – NOTIFICATION

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

4.18.7C – CITY OWNED FACILITIES OR MATERIAL

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.

4.18.7D – MATERIALS/TOOLS REQUIRED FOR REPAIR

Materials required to be replaced may be furnished by the City solely at the contractor's expense. The contractor will be charged the amount incurred by the City at the place of delivery. The contractor shall return to the Tacoma Power storeroom, or as directed by City personnel, all removed used material/tools and unused new materials.

4.18.7E – CITY DISCLAIMER

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. The acceptance for 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 or to the employees or property of the City or to the property and persons of the public at large.

SECTION V – CONTRACT CLOSEOUT

5.01 – DOCUMENTS REQUIRED UPON COMPLETION OF WORK

5.01.1 – CLOSE OUT PROCEDURES

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.

5.02 – FINAL PAYMENT – RETAINAGE

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:</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 (attached as Appendix "L")
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



Specification PT20-0355F
Power Line Vegetation Clearance Crews

APPENDIX “A” – TACOMA POWER TREE TRIMMING STANDARDS

Attached is a copy of Tacoma Power’s standards for vegetation management of overhead lines that is in effect for this contact.

Standards Reference	Description
W-TT-0002	T&D Tree Worker’s Inspection of Gear
W-TT-0003	T&D Chipper Safety
W-TT-0004	Line Clearance Tree Worker Electrical Hazards
W-TT-0006	Tacoma Power T&D Line Clearance Tree Trimmer
W-TT-0007	Vegetation Management of Overhead Lines
W-TT-0008	Chainsaw Safety Procedures
W-TT-0009	Ropes and Climbing Equipment
W-TT-0011	T&D Felling Trees
W-TT-0012	Blocking Down a Tree

**T&D
Tree Workers
Inspection of Gear**

W-TT-0002

Scope

A tree worker's safety depends on the reliability of the safety gear, and proper use of specialized equipment. The equipment includes a hard hat, safety glasses or goggles, hearing protection, chaps and personal protective clothing.

Introduction

All equipment used by tree workers must conform to Tacoma Power' safety requirements and applicable ANSI standards for tree workers. All equipment should be inspected according to applicable guidelines and manufacturer's recommendations.

Safety

Tacoma Power Transmission & Distribution Line clearance tree trimmers shall inspect and follow all approved safe work practices and work procedures before beginning the task assigned.

Topic	See Page
Pre-climb inspection	2
Equipment	3
Knots	4

Every job must begin with a job briefing that covers the work plan, potential hazards and required work gear and work procedures.

Before climbing a tree a climber must always look carefully and locate any electrical conductors or utility lines, check for hazards such as dead or broken limbs, cracks, insects or other animals, weak branch unions and or signs of decay such as conk or fruit bodies.

Always check the root crown (trunk flare) of the tree as well. Soil, bark or vines may hide signs or symptoms of decay.

Pre-Climb Inspection

Pre-climb inspection should be used to plan how the tree will be climbed. Plan the climbing route while still on the ground and choose a safe tie-in point from which the tree can be accessed. It is essential to know how strong or brittle a tree's wood is.

Climbing techniques

Most commonly used climbing techniques include:

- Foot locking
- Body thrust
- Rope throw
- Climbing spurs
- Pole method

**T&D
Tree Workers
Inspection of Gear**

W-TT-0002

Equipment

All equipment used by tree workers , including climbing gear and tools must conform to applicable safety standards and should not be altered.

Equipment should be inspected according to manufacturer's guidelines.

**Climbing
saddles**

Should be checked for excessive wear and to see that stitching and rivets are strong and intact.

Snaps

Snaps used in securing the climbing line or lanyard must be self-closing and locking.
Carabiners used for climbing must be self-closing and positive locking. Both must have a minimum tensile strength of 5,000 pounds.
Snaps and carabiners should be checked before and during use to see that are functioning properly. If carabiners are used, they must be loaded only along their major axis.

Climbing lines

Climbing lines must be identified by the manufacturer as suitable for tree climbing with adequate strength, wear and stretch characteristics. Climbing line must be one-half-inch diameter constructed of synthetic materials and have a minimum tensile strength when new of at least 5,400 pounds.
Climbing lines should be inspected before each use.
Check for: cuts, puffs, abrasions, changes in diameter, discoloration or glazing of fibers.
Be sure that rope ends are sealed by taping or whipping. Snaps should be routinely moved to the opposite end of the line so that the line.
Old, worn or cut ropes must be retired from use.

**Work
positioning
lanyards**

Work positioning lanyards must also be inspected before each climb. They must meet strength requirements for ropes and snaps.
Look for abrasions, excessive wear or faulty snaps.

**Prusik loops
& split tails**

Used in a climbing system must meet the maximum strength standards for climbing lines

Knots

A tree worker should be familiar with the knots used in tree work. Part of knowing how to tie a knot is knowing how to dress and set the knot properly

The dressing of the knot is the aligning of the parts; setting it tightens the knot in place.

A climber must know how each of the common knots is used and the advantages and dis-advantages of each knot.

Knot Knot is the general term given for all knots, hitches and bends.

Hitch A hitch is a type of knot used to secure a rope to an object, another rope or the standing part of the same rope.

Bend A bend joins two ropes ends together

A type of knot important in tree climbing is the climbing hitch. Climbing hitches are the “climbing” knots used by climbers to tie in.

Common knots used are:

Taut line hitch, blakes hitch, figure eight, bowline, running bowline, midline clove hitch, end line clove hitch with two half hitches, slip knot, sheet bend, double fisherman’s knot, pruisk hitch, cow hitch with half hitch, timber hitch and half hitch and running bowline tied for butt-hitching.

Knots that tie two ropes together are known as bends

T&D Chipper Safety

W-TT-0003

Scope

Brush chippers can be very dangerous machines. Proper work practices are essential when operating them.

Training should include instruction on daily inspection and maintenance, towing procedures, starting the chipper, feeding brush, and the potential safety hazards involved with operation.

All instructional and warning stickers and labels on the chipper must be in place and legible.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow all applicable safe work practices and procedures when performing assigned tasks involving the use of a chipper.

Hearing protection shall be worn when working with chippers. Refer to work practice W-GR-0007 Hearing Conservation for the correct hearing protection.

Proper Personal Protective Equipment

Proper PPE is required, and loose clothing, jewelry, climbing saddles, harnesses or body belts, and gauntlet- type gloves must not be worn while operating chippers because they could be caught on brush and could pull the operator into the chipper.

Brush should be fed from the side and the worker feeding the brush should move away after the brush is fed.

No part of the operator's body should ever reach beyond the back edge of the in-feed chute.

The operator should be careful to avoid placing foreign material such as rocks, wire or other debris into the chipper because such material could damage the knives or cause projectiles to be thrown from the machine.

No person should ever work on a chipper unless the engine is turned off, the ignition key removed and the cutter wheel completely stopped (with lock pin in place, if applicable) and prevented from moving.

Access panels for maintenance and adjustment of the chipper blades and associated drive train shall be in place and secure during operation.

Employees shall not permit spectators to stand near the machine while feeding brush into the chipper.

T&D Chipper Safety

W-TT-0003

Proper Personal Protective Equipment, cont.

Employees shall never place hands or another part of the body into the brush hopper while chipper is in operation.

Tools or other metallic objects shall not be used to push brush into the chipper. Sweepings, which may contain foreign objects such as stones and nails, shall be loaded on truck and not fed into the chipper.

The ignition key shall be removed when chipper is left unattended.

Trailer chippers detached from trucks shall have their wheels chocked or otherwise secured.

References OSHA Standard 29 CFR 1910.269

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Scope

Electrical conductor is defined as any overhead or underground electrical device, including communication wires and cables, power lines, and related components and facilities. All such lines and cables must be considered energized with potentially fatal voltages.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Workers should be aware at all times of the electrical hazards and follow safe work practices and work procedures in the performance of assigned task.

Every tree worker shall be instructed that a direct contact is made when any part of the body contacts an energized conductor or other energized electrical fixture or apparatus.

An indirect contact is made when any part of the body touches any conductive object in contact with an energized conductor.

An indirect contact can be made through conductive tools, tree branches, trucks, equipment or other conductive objects, or as a result of communication wires or cables, fences, or guy wires becoming energized.

Electrical shock occurs when a tree worker, by either direct or indirect contact with an energized conductor, energized tree limb, tool, equipment, or other object provides a path for the flow of electricity from the conductor to a grounded object or to the ground itself. Simultaneous contact with two energized conductors also causes electrical shock that may result in serious or fatal injury.

Electrical shock may also occur as a result of **ground fault** when a person stands near a grounded object (for example, if an uninsulated aerial device comes into contact with a conductor with outriggers down).

In the event of a downed energized electrical conductor or energized grounded object, there exists the hazard of **step potential**.

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Minimum Approach Distance

If the minimum approach distance for a qualified line clearance tree trimmer cannot be maintained during arboricultural operations, an electrical hazard abatement plan must be implemented before any work is performed in proximity to energized electrical conductors.

Electrical tools (except those with self-contained power source) must never be used in trees near an electrical conductor when there is a possibility of the power cord contacting the conductor. Tool operators must use tools in accordance with the manufacturer's instructions.

When tool are used aloft, an independent line or lanyard should support the electrical tool. Operators should prevent cords from becoming entangled or coming in contact with water.

Minimum approach distances from energized conductors for qualified Line clearance tree trimmers references can be found in WAC 296-45-325.

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Working in Proximity to Electrical Hazards

An inspection shall be made by a qualified line clearance tree trimmer to determine whether an electrical hazard exists before climbing, otherwise entering, or performing work in or on a tree.

Only qualified line clearance tree workers shall be assigned work where an electrical hazard exists.

A second qualified line clearance tree trimmer or worker shall be within visual or voice communication during line clearing operations aloft when a line clearance tree trimmer or arborist must approach closer than 10 feet to any energized electrical conductor in excess of 750 volts or when:

- Branches or limbs are being removed, which cannot first be cut (with a non-conductive pole pruner/pole saw) to sufficiently clear electrical conductors, so as to avoid contact; and/or
- Roping is required to remove branches or limbs from such electrical conductors

Branches hanging on an energized electrical conductor shall be removed using nonconductive equipment

The tie-in position should be above the work area and located in such a way that a slip would swing the line clearance tree trimmer away from any energized electrical conductor or other identified hazard.

While climbing, the line clearance tree worker should climb on the side of the tree that is away from energized electrical conductors while maintaining the required distances shown in Table 2.

Footwear or those with electrical-resistant soles shall not be considered as providing any measure of safety from electrical hazards.

Rubber gloves with or without leather or other protective covering shall not be considered as providing any measure of safety from electrical hazards.

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Working in Proximity to Electrical Hazards, cont.

A rope that is wet, that is contaminated to the extent that its insulating capacity is impaired, or that is otherwise not to be considered insulated for the voltage involved may not be used near exposed energy lines.

Ladders, platforms, and aerial devices, including insulated aerial devices, shall be subject to minimum approach distances in accordance to Table 2, as applicable.

Aerial devices with attached equipment (such as chippers) brought into contact with energized electrical conductors shall be considered energized. Contact by people and/or equipment shall be avoided.

Emergency response to an electric contact shall be performed in accordance with work practice W-GR-0000, Emergency Communication Procedure.

References ANSI Z133.1-2006
 WAC 296-45-325

**T&D
Line Clearance
Tree Trimmer**

W-TT-0006

Scope

The hazards of the tree care industry can be great, and in many cases, they may result in death. Contact with overhead power lines, struck by fallen tree sections, and faulty and/or defective equipment increase the dangers associated with tree care/removal.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow established safe work practices and procedures while working in or around the Tacoma Power electrical system.

Important Facts to Consider

Personal Protective Equipment

Eye and head protection shall be provided and used. Understand and follow safe operating procedures and wear appropriate protection when operating a chain saw.

Approved Safety Belts

Fall protection must be used when climbing. An employee shall not climb in high winds, during storms, or snow or ice conditions unless in emergency conditions. Whenever the employee is aloft over 15 feet, another employee or supervisor must be within hearing distance.

Clear The Area

When felling, before the cut is started, the feller shall check for other employees, dead limbs, angle of tree, wind conditions, and plan a path of retreat. Assisting employees shall be instructed on exactly what they are to do. Other employees are to be cleared away at a distance to twice the height of the tree being cut. Just prior to the tree falling an audible warning shall be given.

T&D
Line Clearance
Tree Trimmer

W-TT-0006

**Chipper
Concerns**

When removing brush and using brush chippers, feed the chipper from the side of the centerline of the opening. Employees shall turn away when brush is taken into the rotor chamber. Where applicable, the chipper shall be fed from the curb-side. Wear appropriate clothing – you cannot wear loose sleeves, gauntlet gloves, watches or rings.

Additionally, the brush chipper shall be equipped with a locking device on the ignition system. Access panels for maintenance and adjustment shall be closed. The in-feed hopper or table of the brush chipper shall be of such a design to prevent an employee reaching into the rotor blades or knives.

**Mobile
Equipment**

Before backing up any mobile equipment, the operator shall check the rear area of the vehicle. In areas of congestion or obstructed view, a backup alarm or an employee will assist the operator. Maintain appropriate clearances from energized conductors.

Read the equipment manuals; be trained for your job responsibilities; pre-plan – meet and discuss the job to be done with the crew; know the hazards, identify them at the job site and do a walk-around; and know where all members of the crew are located before and during felling and trimming.

Chain Saws

- Before starting, check controls, chain tension, bolts, and handles to ensure proper function and adjustment
- Start the saw on the ground or on another firm support with the brake engaged
- Plan the cut; watch for objects under tension; use extreme care to bring objects safely to the ground. Plan where the object will fall; ensure that the fall area is free of hazards; avoid felling an object into other objects; and ensure that a clear retreat path is provided
- Look for nails, spikes, or other metal objects before cutting
- Clear away dirt, debris, small tree limbs, and rocks from the chain saw's path
- Keep hands on handles and maintain secure footing
- To control or prevent chain saw kickback, push-back, and pull-in, use saws that reduce these dangers through chain breaks, low kickback chains, etc.; do not use the saw's tip and keep any tip guards in place
- Do not cut directly overhead
- Shut off/release throttle prior to retreating
- Shut off or engage chain saw brake when carrying a saw more than 50 feet or crossing hazardous terrain

Additional Personal Protective Equipment

- Chaps
- Hearing protection
- Eye protection appropriate for additional impact hazard
- Fall protection, as necessary

Contact with Downed Lines and Live Electrical Equipment and Other Utilities

Ensure that tree trimming operations to clear electrical lines are performed only by qualified line-clearance tree trimmers. A qualified line-clearance tree trimmer is knowledgeable in the construction and operation of electric power generation, transmission, or distribution equipment involved, along with the associated hazards

- Closely inspect trees for electrical conductors passing through or within reaching distance of employees before beginning tree work
- Consider all electrical power conductors to be energized and not to be directly or indirectly (e.g., through tools, branches, or other equipment) touched
- Assume that electrical lines are energized until proven otherwise. Lines and other conductors may become re-energized without warning as utilities are evaluated and restored after a disaster
- Inspect the work area for downed conductors and do not go near, drive over, or otherwise come in contact with them
- Downed electrical conductors can energize other objects, including fences, water pipes, bushes, trees, and telephone/CATV/fiber optic cables
- Unless de-energized and visibly grounded, maintain proper distance from overhead electrical power lines (at least 10 feet) and/or provide insulating barriers
- Do not approach any gas leaks; if a gas leak is detected, secure spark-producing devices (e.g., engines, tools, electronic, and communications equipment) and evacuate the area until the leak is secured
- Contact utility company to assist in locating, marking, and shutting off/purging utility lines that may pose a hazard or may be impacted; ensure that lines have been purged as needed before beginning work

Falls from Heights

Ensure that users stand firmly on the floor and do not sit or climb on the edge or rails of the basket

Ensure that no devices are used to elevate employees above the basket

When working from an aerial lift, use a body harness that is properly attached (or body belt for tethering or restraint use only) for fall protection

Limit access/set up controlled access zones

- Inspect trees and limbs for structural weakness before climbing or cutting
- Use safe climbing procedures such as breaking or cutting off dead limbs while climbing, placing hands and feet on separate limbs, and limiting shinning distance to 15 feet
- Use safe work procedures to prevent inadvertent cutting of climbing ropes, lanyards, and safety belts or straps

Additional Personal Protective Equipment

- Personal fall arrest system including harnesses, lanyards, lifelines, connectors, anchorages, and anchor points (as needed)

Use of Aerial Lifts

Do not exceed the boom and basket load limits specified by the manufacturer

Ensure that brakes are set and outriggers are used and secured before boom is raised

Never move the vehicle until the ladder is safely stored and secured (for ladder and tower trucks only) and all people are out of the basket (unless the equipment has been specifically designed for this purpose)

Never override hydraulic, mechanical, or electrical safety devices,
One exception- emergency retrievals.

Never allow an aerial lift to be used as a crane or material-lifting device

Do not make any modifications to the aerial lift without a written certification from the manufacturer

Additional Personal Protective Equipment

- Hearing protection
- When working from an aerial lift, use a body harness that is properly attached (or body belt for tethering or restraint use only) for fall protection

Personal Protective Equipment

The general PPE is recommended for all response/recovery tasks/operations; only the additional PPE that may be needed for a specific hazard is noted below.

General PPE includes:

- Hard hat for overhead impact or electrical hazards
- Eye protection with side shields
- Gloves chosen for job hazards expected (e.g., heavy-duty leather work gloves for handling debris with sharp edges and/or chemical protective gloves appropriate for chemicals potentially contacted)
- ANSI-approved protective footwear
- Respiratory protection as necessary

**T&D
Line Clearance
Tree Trimmer**

W-TT-0006

References

Occupational Safety and Health Administration – OSHA

National Institute of Occupational Safety and Health – NIOSH

American National Standards Institute – ANSI

A300-2001, Tree Care Operations – Tree, Shrub and Other Woody
Plant Maintenance – Standard Practices

Z133.1-2000, Pruning, Repairing and Maintaining, and Removing Trees
and Cutting Brush – Safety Requirements – Arboricultural Operations
Safety

Vegetation Management of Overhead Lines

W-TT-0007

Scope

This standard describes the procedures for the trimming of trees, shrubs, and other vegetation within and adjacent to right-of-way accesses, conductors, poles, and towers up to 115 kV that are maintained by Tacoma Power.

For specifications and requirements regarding 230 kV lines refer to Tacoma Power's Transmission Vegetation Management Program.

Purpose

Vegetation trimmed per this standard is meant to provide public safety and reliable electric service. The techniques applied by *Tacoma Power* encourage growth to be away from the conductors, poles, and towers and to provide suitable access to overhead conductors and structures utilizing best management practices. As a result the techniques described in this standard are likely to require limbs and/or tops to be trimmed further than the minimum clearances listed in this standard.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow all established safe work practices and work procedures in the performance of assigned tasks.

Contents

This publication contains the following topics:

Topic	See Page
Overhead Clearances	2
Conductor Clearances	3
Pruning Techniques	6
Trimming Plans	7
Vegetation Control	11
Vegetation Zone Management Recommendations	12

Overhead Clearances

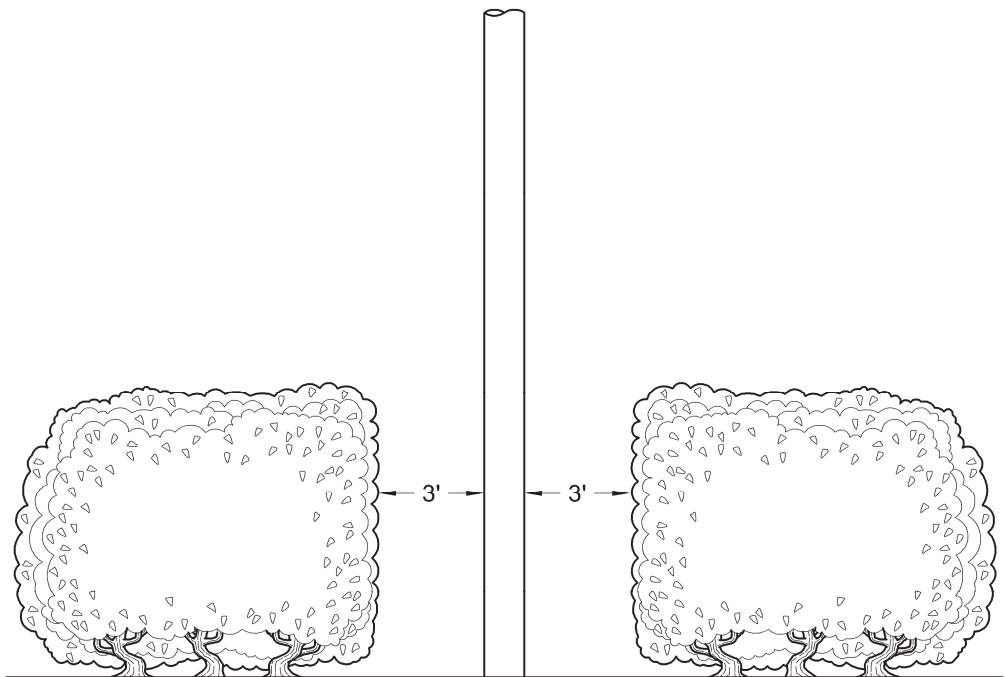
Vegetation trimmed and/or cleared per this standard **shall** follow the minimum clearances listed below.

Climbing Space

In order to ensure safe and usable climbing space for all workers of utilities that have pole attachments all vegetation will be cleared for a minimum of 3 feet from the surface of the pole in all directions. Refer to Figure #1.

Note: Ivy growing on a pole or structure shall be removed when encountered. Ivy is a climbing hazard and may become an electrical hazard if allowed to grow into the electrical utility space.

Figure #1 Climbing Space



Conductor Clearances

From Electrical Conductors

The operating voltage of the conductors determines clearances from the electrical conductors. These clearances are intended to accomplish two primary goals:

- Keep tree limbs from falling onto the conductors which result in outages to our customers and potential damage to equipment.
- Keep non-qualified workers and others far enough from the conductors when in the trees to meet the minimum approach distances set by WAC 296-155 and WAC 296-45.

Refer to Figures #2 & #3.

From Low Voltage Conductors

Tacoma Power trims low voltage conductors (0 to 600 Volts).

Low voltage service conductors (services) that extend to the customer weatherhead on their property are to be trimmed by the customer or their contractor.

Voltage of Conductors	Clearance
0 to 600 Volts	3 to 5 feet

Minimum Horizontal to High Voltage Conductors

Trees and/or limbs shall be trimmed to meet the following minimum horizontal clearances.

Voltage of Conductors (Kilovolts, Phase to Phase)	Horizontal Clearance
601 V to 50 kV	10 feet
51 kV to 121 kV	15 feet

Continued on next page

Conductor Clearances, *Continued*

**Minimum
Vertical from
High Voltage
Conductors**

Tree limbs that extend above the conductors shall be cleared to a minimum clearance as listed below:

Limbs above the minimum clearance shall be cut back in order to support normal snow load, reduce wind whipping, and any other unnecessary hazards.

Voltage of Conductors (Kilovolts, Phase to Phase)	Vertical Clearance
601 V to 50 kV	10 feet
51 kV to 121 kV	<i>No Overhanging Branches</i>

Note: Transmission and distribution feeder conductors may have large variations in sag due to the temperature of the conductors. Additional vertical clearance may be required when the conductors are heavily loaded. If there are questions concerning the sag contact T&D Engineering.

Continued on next page

Conductor Clearances, *Continued*

Figure #2 Pruning Illustration for Distribution

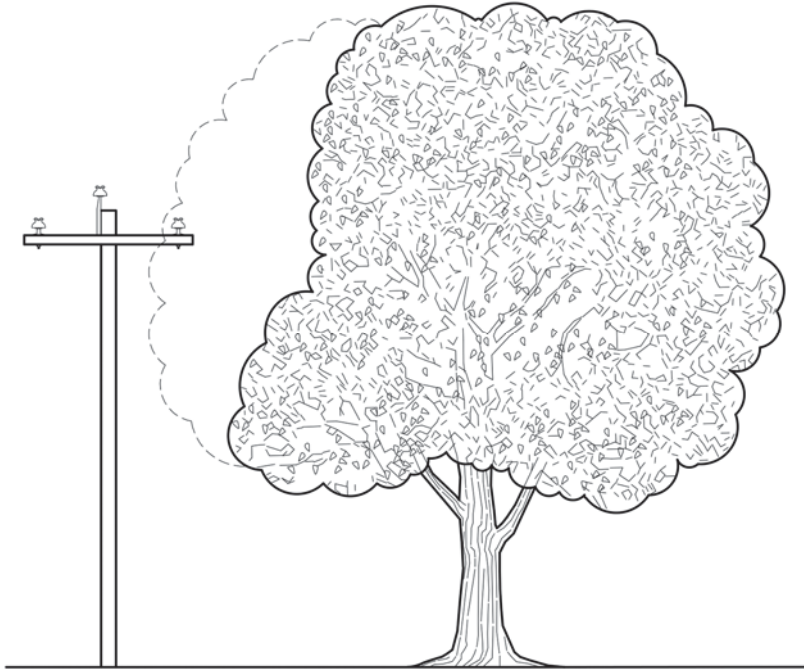


Figure #3 Pruning Illustration for Transmission



Vegetation Management of Overhead Lines

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Overhead Clearances

Imminent Threat: <i>(Conditions requiring an immediate response)</i> <ul style="list-style-type: none"> • Danger trees • Severely reduced vertical or horizontal clearances 	Immediately notify System Operator of the location and nature of the problem and the potential impact on transmission line.
	Evaluate whether the vegetation can be removed or stabilized without an outage; if so, correct problem as soon as possible.
	Evaluate all other methods of mitigation prior to requesting an unscheduled outage.

Pruning Techniques

Tacoma Power uses the most recent pruning techniques including those shown in the ANSI standards 133 and 300 on tree trimming. This includes the drop crotch pruning techniques.

Undesirable Techniques

The following techniques are not practiced by Tacoma Power.

Technique	Reason
Through or V Trimming	This technique results in trees that are hard to maintain as the trees grow larger.
Pollarding and Shearing	This technique promotes excessive sucker growth.

Trimming Plans

The following portions of this standard describe how trees are trimmed in different circumstances.

General Plan

The trimming of trees will follow the criteria below:

- Trees will be trimmed in such methods as to direct new growth away from electrical conductors, poles, and towers.
 - When possible trees that will pose continual maintenance or hazard to the electrical facilities will be removed.
-

Customer Requests

At times customers may request specific trimming of trees that are to be trimmed. Tacoma Power will consider such requests; however, the minimum clearances will not be compromised.

Danger Trees

Danger trees are trees that are located within falling distance to our power lines and may pose a hazard to the electrical facilities due to tree health, ground conditions, or any other condition that leaves the tree unstable.

When these trees are identified Tacoma Power will notify the owner and work with the owner on a case by case basis to have the trees removed.

Diseased Vegetation

Tacoma Power will identify and remove diseased portions of trees during routine tree trimming activities. Limiting the spread of tree disease is a concern of Tacoma Power.

Dutch Elm Disease: Tacoma Power will not plan on trimming Elm trees between the months of March and October to reduce the potential of Dutch Elm Disease.

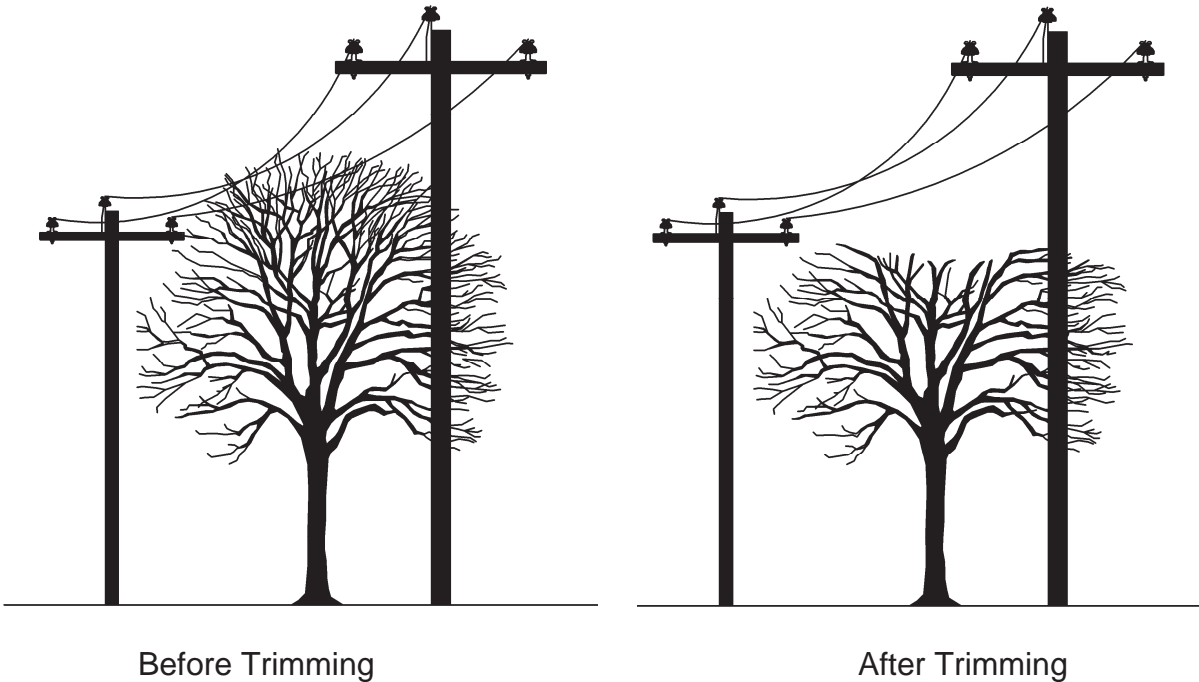
Crown Reduction or Topping

Crown reduction is cutting back large portions of the upper portion of the tree. Crown reduction is often required when a tree is located directly beneath electrical conductors. The main leader or leaders of the tree are cut back to a suitable lateral branch. Whenever possible the lateral branch should be at least 1/3rd the diameter of the leader limb(s) being removed.

Continued on next page

Trimming Plans, *Continued*

Figure #4 Crowning of Trees



Side Trimming

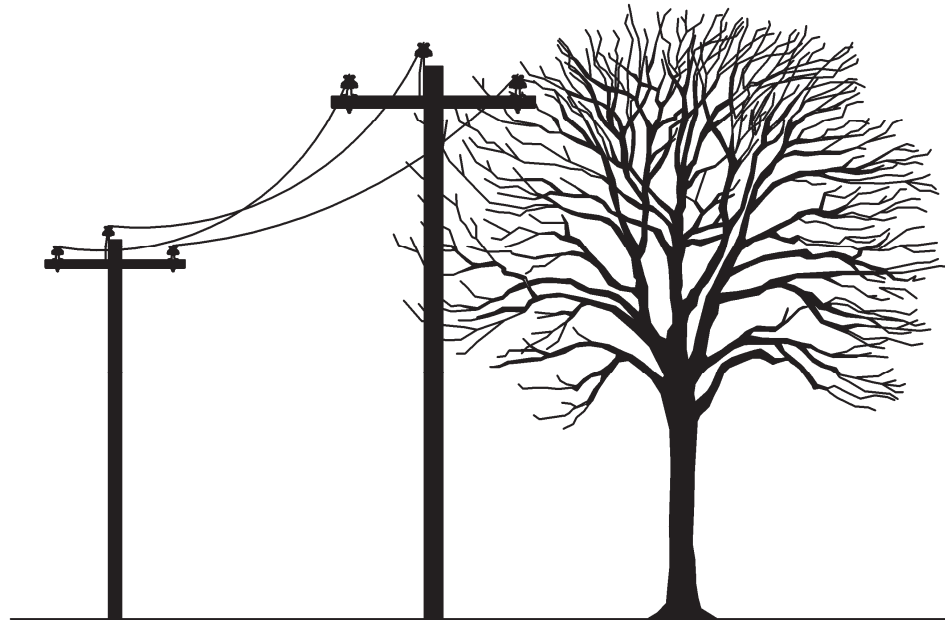
Side trimming is the removal of limbs or portions of limbs that are too close to the electrical conductors from the side. Limbs are removed at a lateral branch at least 1/3rd the diameter. Unsightly notches should be avoided when possible. Balancing the appearance of the tree by trimming branches above, below, and on the opposite side of the tree is encouraged.

Dead limbs above the electrical conductor are removed to reduce the potential of them falling on the electrical conductors. Refer to Figures #5 and #6 for examples.

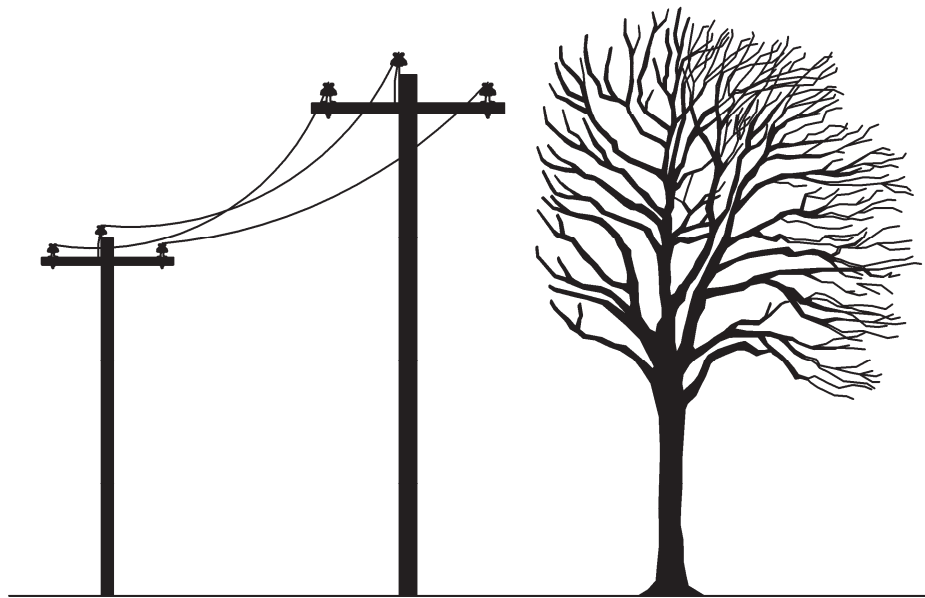
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Trimming Plans, *Continued*

Figure #5 Side Trimming



Before side trimming

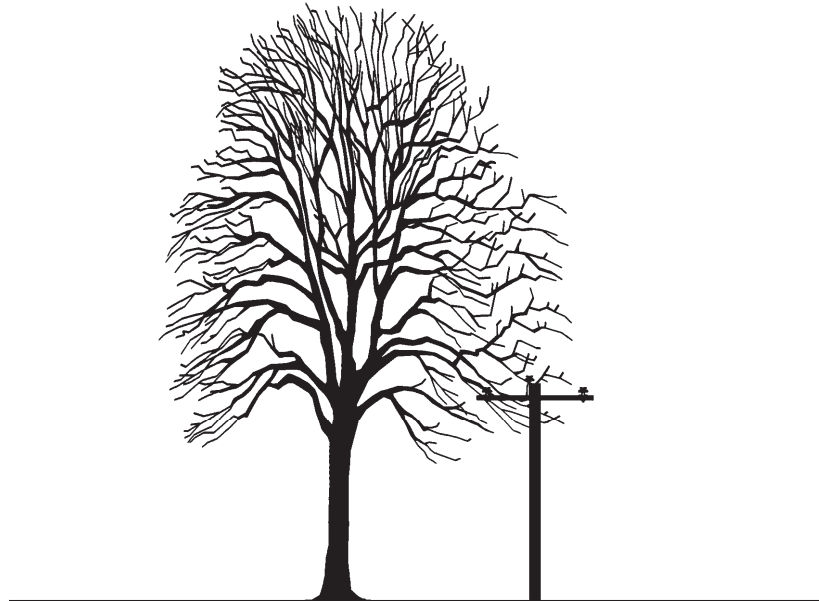


After side trimming

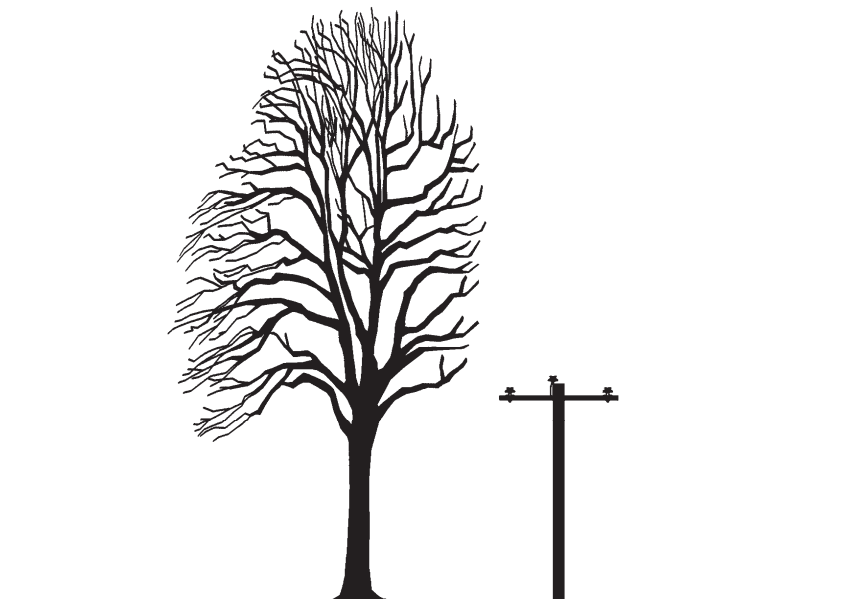
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Trimming Plans, *Continued*

Figure #6 Overhanging branches



Before trimming overhanging branches



After trimming overhanging branches

Vegetation Management of Overhead Lines

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Vegetation Control

The following methods and techniques may be used to control vegetation growth in and around Tacoma Power's facilities.

Tree Replacement

Trees adjacent to and/or beneath power lines that are likely to become clearance problems within 3 years after trimming are strongly suggested to be replaced by other species of trees.

Tacoma Power will work with the property owners, and/or other agencies to identify the most appropriate species of trees to plant in place of the problem trees. Refer to the following publication for a list of alternative trees to be planted near power lines: **Tacoma Power's Guide for Planting the Right Tree in the Right Place.**

Wetlands & Environ- mentally Sensitive Areas

Selective trimming or removal of trees within wetlands and other environmentally sensitive areas will only be conducted where a hazard to the power lines has been identified.

Note: Tacoma Power will contact The City of Tacoma Natural Resources Department, Pierce County Department of Public Works, and/or the State of Washington Department of Natural Resources prior to any work within wetland designated areas.

Herbicide Spraying

Herbicides are used to control growth in difficult, selected areas, or in unusual circumstances as determined by the T&D Construction Office. On utility right-of-ways where root stems and sprouts flourish from cut stumps and fallen logs, stump spraying has shown good results.

Note: Caution shall be used when spraying near valuable plants, trees, and maintained properties so as not to affect them. Herbicides will not be used within wetland designated areas.

Growth Regulators

Growth regulators may be used to help extend clearance cycles in difficult areas when appropriate as determined by the T&D Construction Office.

Vegetation Zone Management Recommendations

Vegetation Mowing

When it is environmentally and economically feasible, Tacoma Power may choose to use right-of-way-mowing equipment to clear vegetation adjacent to and under conductors.

This method is typically used in rural transmission rights-of-ways. Figures #7 & #8 show examples of Vegetation Zones associated with Tacoma Power transmission structures and conductors.

Figure #7 Vegetation Zones beneath Monopole

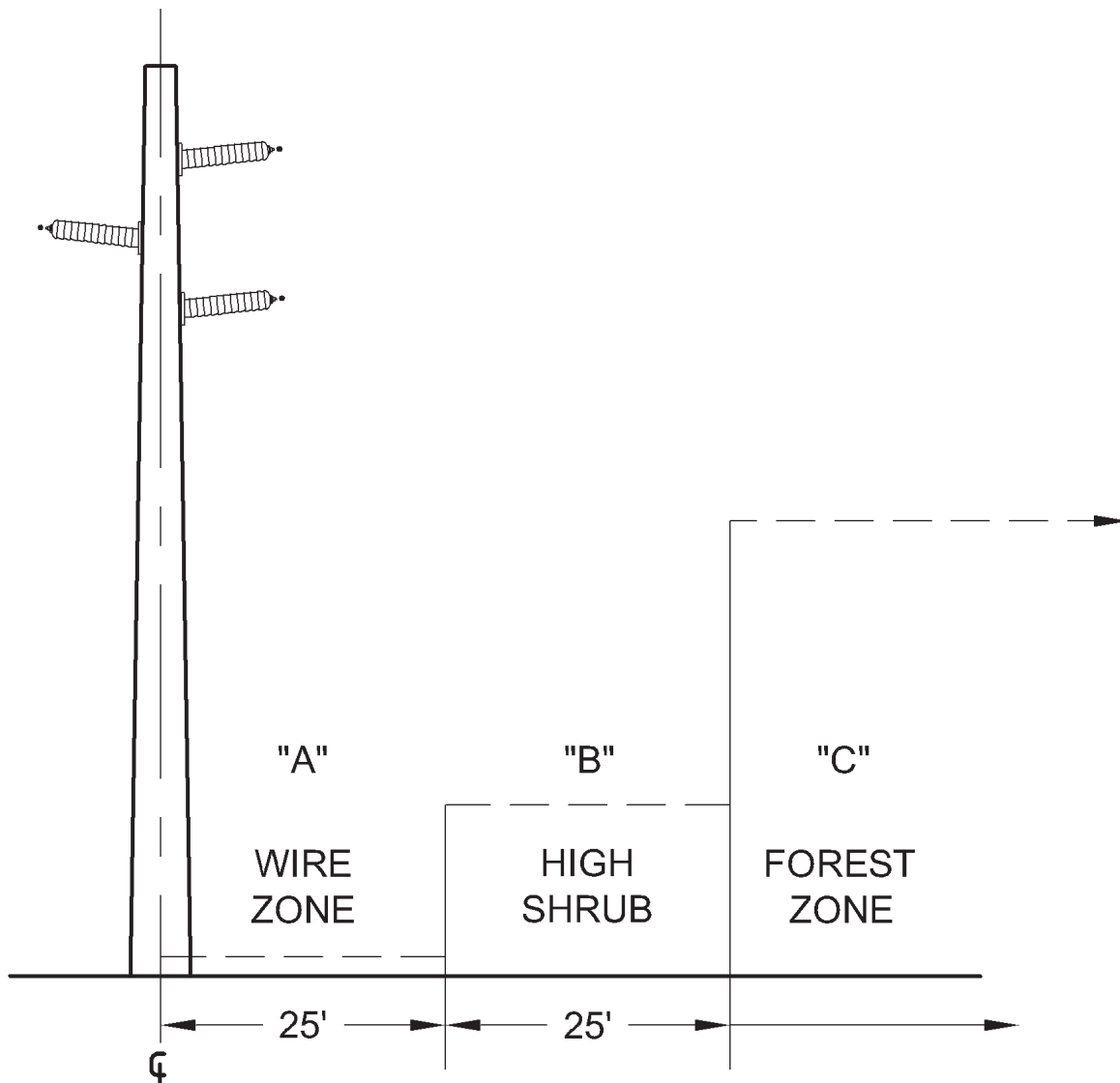
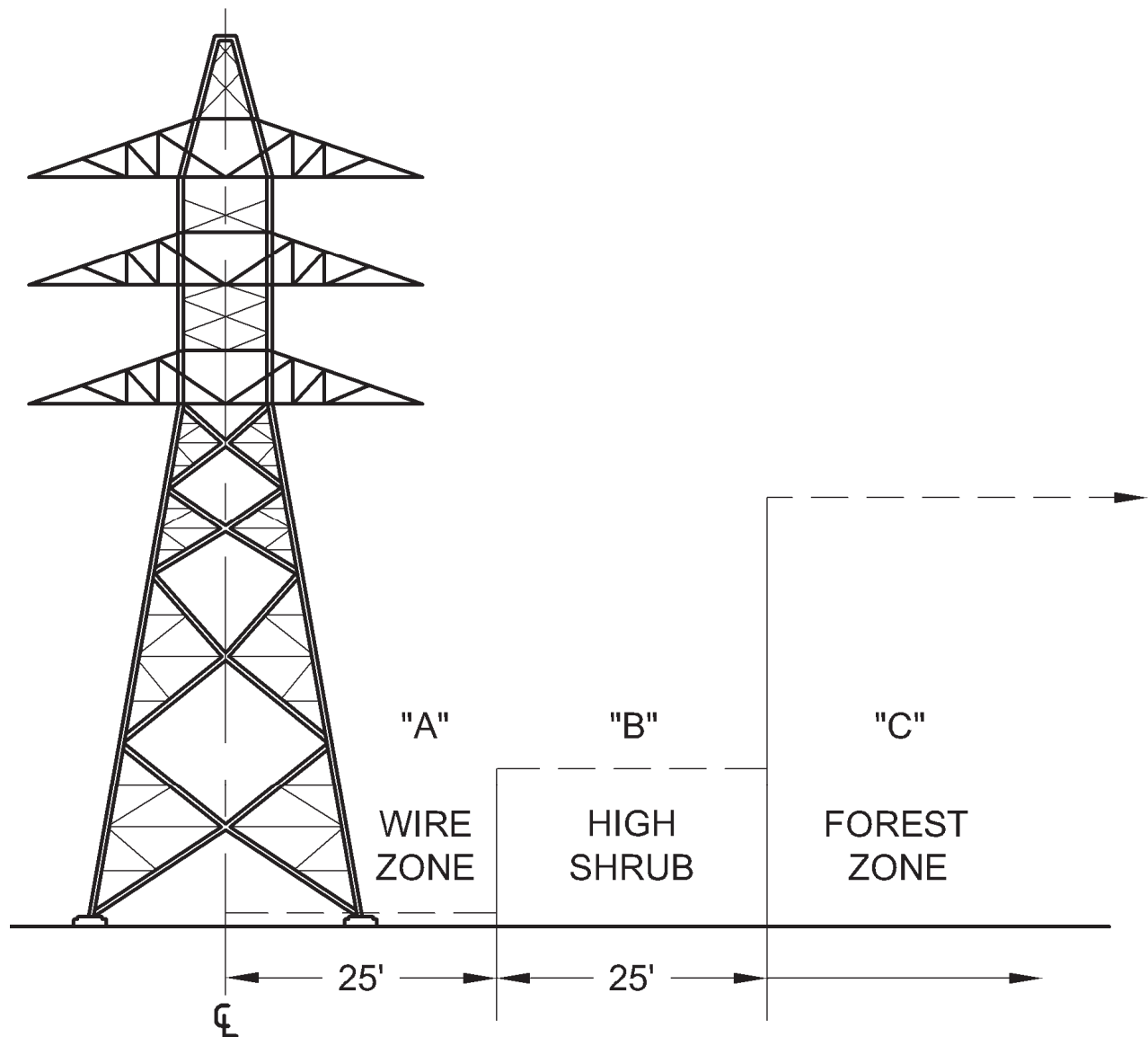


Figure #8 Vegetation Zones beneath Lattice Tower



Vegetation Management of Overhead Lines

W-TT-0007

Vegetation Zone Restrictions

The following describes the requirements for each Zone which extends from structure to structure.

Note: Vegetation Zones extend equal distances on both sides of structures and conductors.

Zone		Description	Permissible Vegetation
A	Wire Zone	The area extending from center of the structure outward 25 feet on both sides	This working zone shall be kept clear of all tall brush and trees. Periodic mowing of this area is essential.
B	High Shrub	That area extending 25 feet beyond the Wire Zone	Vegetation material in this zone will consist of tall shrubs and small tree-types.
C	Forest Zone	The area beyond the High Shrub Zone <i>(This area may be outside of the established ROW)</i>	Larger trees, shrubs, some snags, and heavier vegetation are permitted. However, trees and vegetation in this area will be monitored for uprooting, leaning, or hazardous tree conditions and will be removed if they pose a hazard to the transmission line.

New Techniques

Tacoma Power will continue to pursue new techniques for controlling vegetation around its facilities.

Chainsaw Safety Procedures

W-TT-0008

Scope

Hand and portable powered tools must be maintained in serviceable condition.

Each tool must be used and maintained according to the manufacturer's requirements.

The hand and portable powered tools shall be used only for purposes for which it was designed.

The cutting edge of each tool should be sharpened according to manufacturer's specifications whenever it becomes dull during the workshift.

Each tool should be stored in the provided location when not being used at a worksite.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers using hand and portable powered tools during the course of assigned tasks shall be properly trained in its usage and shall follow all established work practices and procedures in the performance of assigned tasks.

Topic	See Page
Chainsaw Procedures	2-3
Safety Clothing & Equipment	4

Chainsaw Safety Procedures

W-TT-0008

Chainsaw Procedures

Chainsaw operators shall inspect the saw before each use to assure that all handles and guards are in place and tight, that all controls function properly, and that the muffler is operational.

Chain saw operators shall follow manufacturer's instructions on operation and maintenance.

Power saws weighing more than 15 pounds that are used in trees shall be supported by a separate line, unless the work is performed from an aerial lift

When starting a chainsaw, it shall be placed on or against a solid support and the area cleared of all co-workers.

The operator shall grip the saw with both hands during the entire cutting operation.

Chainsaw operators shall, when necessary, clear the immediate area around their work to make certain that brush will not interfere with either the saw or the operator.

All chainsaws shall be equipped with "dead man" controls, so the control cannot lock in the "on" position.

Stop a chain saw

The chainsaw engine shall be stopped for the following reasons:

- When working on any part of the chain or cutting bar.
- While the saw is being moved from one location to another, including being carried up into the tree.
- While the saw is unattended.

A gasoline driven chainsaw engine shall be stopped when being refueled.

If gasoline is spilled on the chainsaw during fueling, it shall be wiped off before the engine is started.

Chainsaw Safety Procedures

W-TT-0008

Chainsaw Procedures continued

Chainsaws shall not be started within 10 feet of a fueling area.

A gasoline driven chainsaw shall not be used above shoulder level or at a distance that would require the operator to relinquish a safe grip on the saw.

Employees shall not approach a chainsaw operator within the reach of the saw while the saw is in operation.

An employee shall never hand a pneumatic or hydraulic pruner or saw to another employee unless it is disconnected or shut off.

Chainsaw brake

Always make sure the chain brake is functioning and capable of stopping the chain in the event of kickback. The hand guard must be in good condition. a good chain brake has a centrifugal clutch that will activate the brake by impact only, even if the hand guard is not activated.

Throttle lock

The lock on the top of the rear handle must be functioning and not taped down or broken to prevent unintentional acceleration of the saw from incidental contact with fingers or sticks.

Chain catcher

This protection at the rear of the chain must be in place to guard against chain that is thrown off of the bar from contacting the gas tank or your arm.

Bolts and handles

Bolts and handles should be checked before operation to ensure that they are tight.

Chainsaw Safety Procedures

W-TT-0008

Safety Clothing & Equipment

All chain saw operators must wear:

- hard hat
 - eye protection
 - hearing protection
 - leg protection that is UL listed (Chaps) unless in elevated position
 - boots with cut resistant material
-

Ropes and Climbing Equipment

W-TT-0009

Scope

It is the intent of this work practice standard to help assist the Tacoma Power Transmission & Distribution Line Clearance Tree Trimmer and Arborist in the performance of their daily task as a reminder to work smarter and cautiously when working aloft and on trees .

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and Arborists shall follow all safe work practices and established work procedures in the performance of their daily task.

Work Practices

A visual hazard assessment, including a root collar inspection, shall be performed prior to climbing, entering, or performing any work in a tree.

A second line clearance tree trimmer, arborist or other worker trained in emergency procedures shall be within visual or voice communication during arboricultural operations above 12 feet.

Climbing lines used in a split-tail system and split-tails shall be terminated with an eye splice or a knot that interfaces approximately with the connecting link that it is attached to. The termination knot selected shall remain secure under normal loading and unloading. When using a carabiner without a captive eye, the knot or eye splice shall cinch in place to prevent accidental opening and/or side-loading of the carabiner.

Line clearance tree trimmers and arborist shall inspect climbing lines, worklines, lanyards, and other climbing equipment for damage, cuts, abrasion, and/or deterioration before each use and shall remove them from service if signs of excessive wear are found.

Ropes and Climbing Equipment

W-TT-0009

Line clearance tree trimmer and arborist saddles and lanyards used for work positioning shall be identified by the manufacturer as suitable for tree climbing.

Saddles and lanyards used for work positioning shall not be altered in a manner that would compromise the integrity of the equipment.

Hardware used in the manufacturer of saddles shall meet the hardware material, strength, and testing requirements outlined in ANSI 359.1.

Climbing lines shall have a minimum diameter of $\frac{1}{2}$ inch and be constructed from synthetic fiber, with a minimum breaking strength of 5400 pounds when new. Maximum working elongation shall not exceed 7 percent at a load of 540 pounds.

Climbing lines shall be identified by the manufacturer as suitable for tree climbing.

Exception

In arboricultural operations not subject to regulations that supersede Z133.1, a line of not less than $\frac{7}{16}$ inch diameter may be used, provided the employer can demonstrate it does not create a safety hazard for the climber and the climber has been trained in its use. The strength and elongation ratings of the line selected shall meet or exceed that of $\frac{1}{2}$ inch arborist climbing line.

Prusik loops, split-tails, and work-positioning lanyards used in a climbing system shall meet the minimum strength standards for arborist climbing lines.

Snap hooks (rope snaps) used in climbing shall be self-locking and self-closing, with a minimum tensile strength of 5000 pounds.

Carabiners used in climbing shall be self-closing and self-locking, with a minimum tensile strength of 5000 pounds.

Carabiners shall be designed to release the load by requiring at least two consecutive, deliberate actions to prepare the gate for opening.

Splicing

Splicing shall be done in accordance with cordage manufacturers' specifications.

All load bearing components of the climbing system shall meet the minimum standards for arborist climbing equipment.

Ropes and Climbing Equipment

W-TT-0009

Equipment used to secure an arborist in the tree or from an aerial lift shall not be used for anything other than its intended purpose.

Exception

The arborist climbing line may be used to raise and lower tools.

Rope ends shall be finished in a manner to prevent raveling.

Ropes and climbing equipment shall be stored and transported in such a manner to prevent damage through contact with sharp tools, cutting edges, gas, oil, or chemicals.

Climbing line should never be left in trees unattended.

Line clearance tree trimmers and arborist shall have available a climbing line and work positioning lanyard and at least one other means of being secured while working aloft; for example, climbing line and a work positioning lanyard.

The climber shall be tied in once the work begins and shall be tied in until the work is completed and he or she has returned to the ground. The climber shall be secured when repositioning the climbing line.

While ascending a ladder to gain access to a tree, the climber shall not work from or leave the ladder until he or she is tied in or otherwise secured.

Hands and feet should be placed on separate limbs, if possible, and three points of contact should be maintained with the tree while climbing.

A false crotch and/or false crotch redirect may be used at the discretion of the climber in lieu of a natural crotch.

The tie-in position should be well above the work area so that the climber will not be subjected to an uncontrolled pendulum swing in the event of a slip.

When a climber is working at heights greater than one-half the length of the climbing line, a figure 8 knot shall be tied in the end of the climbing line to prevent pulling the rope through the climbing hitch.

References

ANSI Z133.1-2006

Tree Felling & Bucking

W-TT-0011

Scope

This document addresses many common hazards related to felling and bucking trees which the line clearance tree trimmer may encounter as well as precautions to reduce those dangers.

Introduction

The hazards of line clearance tree trimming can be great and, in many cases, result in serious injury or death. Contact with overhead power lines, being struck by fallen tree sections, and faulty or defective equipment increase the dangers associated with tree removal.

Workers must maintain a constant awareness of the work being performed as well as any changes occurring in their surroundings. The methods described in this document are useful to anyone involved with tree removal in the course of their work.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and workers shall follow established safe work practices and work procedures while performing tree maintenance and felling trees.

Job briefing

A job briefing must be held prior to the start of work and anytime significant changes to the work occur which might affect the safety of the workers.

Topic	See Page
Felling	2
Bucking	4
Kickbacks	6
Wedges	7

Tree Felling & Bucking

W-TT-0011

Felling

Felling is the process of causing standing trees to fall either through cutting or some type of mechanical means such as knocking over with equipment. It is inherently dangerous work and safe practices must be observed to minimize risks. The following guidelines can assist in keeping the worker and others in the area safe.

Size up work site

Examine the work area taking note of hazards and other factors affecting the work including:

- location of nearby trees
- lean of the tree to be cut
- tree decay or rot
- wind force and direction
- rocks near cut area
- loose material in branches and on the ground
- nearby structures
- overhead conductors
- other personnel in the area
- slope of the ground
- escape route obstructions

Identify hazardous trees

Be especially aware of trees which pose additional hazards and require additional caution such as:

Widow makers

Trees with broken or dead limbs or dead trees hung up in other trees that may fall during the cut.



Spring poles

Saplings or branches that are bent and held under tension by another tree. If the spring pole is cut or the other tree is removed from it, the sapling can snap up with a tremendous force and cause serious injury.



Co-dominant stems

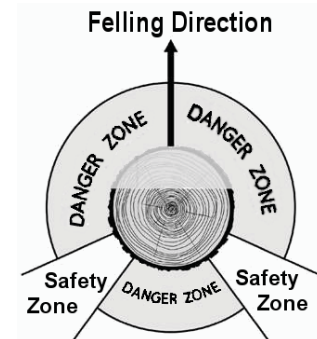
A tree with two or more main stems of about the same size that emerge from the same location on the trunk. Joints at co-dominant stems are more susceptible to failure.



Felling (cont.)

Identify escape route

Before felling a tree, identify the direction the tree will fall and plan an escape route. The preferred escape route is 45 degrees on either side of a line drawn opposite the intended direction of the fall. Clear obstructions along the escape route and use this path once the cut has been completed and the tree has committed to the fall.



Making the cut

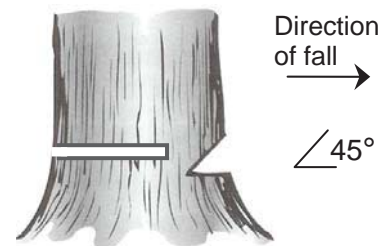
Before making the first cut, ensure the area in the direction of the intended fall is clear of structures or personnel. Be aware of the wind direction and mindful it could change unexpectedly. If another worker is felling a tree nearby, the distance between the workers must be at least two tree-lengths of the trees being felled.

Notches

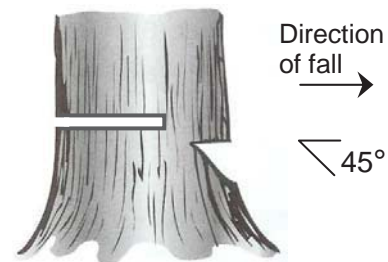
Determine the appropriate cut to make. Notching must be made on all trees greater than five inches (5") in diameter at breast height when felling whether saw cut or pushed over by mechanical means.

The three common notches for directional felling are:

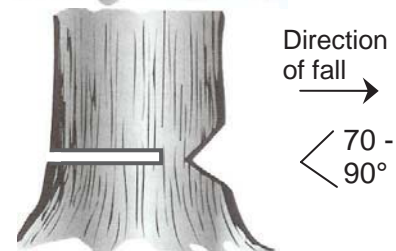
Conventional notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut above it creating a notch of approximately 45 degrees.



Humboldt notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut below it creating a notch of approximately 45 degrees.



Open face notch cut into the side of the tree facing the intended direction of fall. It consists of two cuts creating a notch greater than 70 degrees.



Tree Felling & Bucking

W-TT-0011

Felling *(cont.)*

Ensure all necessary and required safety equipment is worn prior to starting the chain saw. Stand with feet well braced and begin the first cut of the face cut a depth of one-quarter to one-third the diameter of the tree on the side where it is to fall. Complete the notch with the second cut making sure the ends of the cuts meet.

Back cut

Make a horizontal back cut on the opposite side one to two inches above the apex of the notch to create a hinge. (If cutting an open face notch, make the back cut even with the notch angle) Slow the chain as the saw approaches the notch. Do not allow the back cut to penetrate the hinge area.

Remove the saw and insert wedges into the back cut. Finish the felling by tapping the wedges into the cut causing the tree to fall in the direction of the notch. Call a warning such as "timber" to others in the area as the tree begins to fall.

Shut the saw engine off and use the predetermined escape route to move away from the falling tree to a safe area.

Bucking

Bucking is the process of sawing trees or limbs into smaller more manageable sections once they are on the ground. Because of the possibility of unseen hazards hidden in timber on the ground, additional precautions must be taken to ensure worker safety.

Prior to bucking, ensure the saw's chain brake is functioning properly.

General guidelines

Trim the limbs from the opposite side keeping the tree stem between the sawyer and the chain saw.

Never make cuts with the saw between your legs or straddle the limb to be cut.

If working on a hill, stand on the uphill side unless side binding would cause the cut log to release uphill. Work towards the top.

Use extra care when cutting small trees. Trees four to five inches in diameter can usually be felled with one cut. Watch for bounce backs and limbs.

If the saw becomes pinched or bound, begin a new cut on the opposite side or use a wedge. Make all cuts at top speed on full throttle.

When bucking a tree use caution to ensure the chain does not hit the ground. Striking the ground with chain can damage and dull the chain, create sparks resulting in fires, cause the operator to lose control of the saw, and other undesirable consequences.

Tree Felling & Bucking

W-TT-0011

Bucking *(cont.)*

Prior to bucking

Depending on where a felled tree comes to rest, it may be subjected to directional forces, or binds. Before bucking the tree, walk the entire length and evaluate it for possible hidden strains and loading. Trees resting against large rocks or standing trees may have stored energy in the form of lateral forces. Those on uneven ground or resting on objects may have top, bottom, or end binding. These binds determine bucking techniques and procedures which require added caution when cutting.

Binds

The types of stresses resulting from the binds are compression, where the wood fibers are pushed together, and tension, where the fibers are being pulled apart. Identify the binds affecting the log and make the first cut through the compression side and the final cut on the tension side. Beware of hidden branches under the log which will affect binding. Multiple stresses may be present in the same log along its length.

No binding

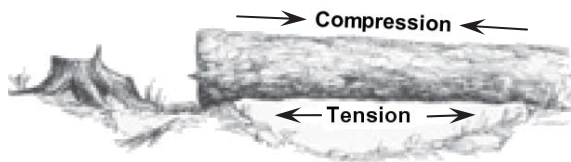
When the trunk is supported along its entire length, make cuts from the top (called over buck) one-third the diameter of the log deep, the entire length of the trunk. When this is completed, roll it over and make the final cuts.



A log resting unobstructed on level ground has no binding and experiences little tension or compression.

Top bind

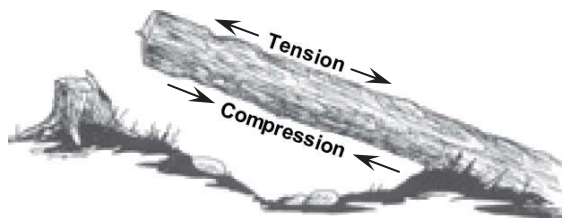
When the log is supported from both ends (top bind), cut one-third the diameter from the top (over buck), then complete the cut by cutting upward from the underside (under buck) to meet the first cut.



The tension area is on the bottom of the log. The compression area is on the top.

Bottom bind

When the log is supported on one end (bottom bind), make the first cut (under buck) one-third the diameter, then complete from topside by over bucking the upper two-thirds to meet the under buck.



The tension area is on the top of the log. The compression area is on the bottom.

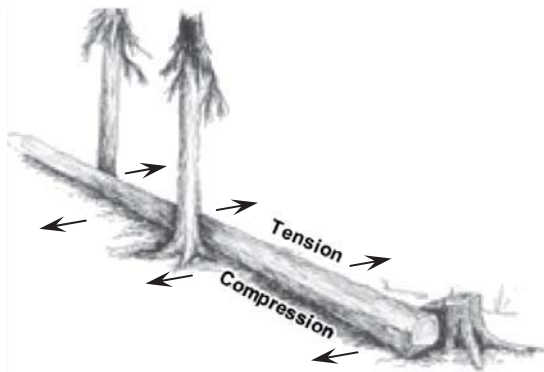
Tree Felling & Bucking

W-TT-0011

Bucking (cont.)

Side bind

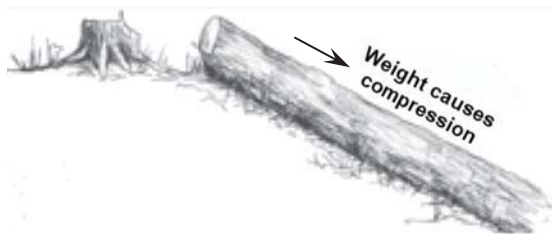
This is a particularly hazardous situation as the amount of tension and the distance the log will travel when the tension is released is unknown. Identify pivot points and direction the log will move when the pressure is released (tension side) and cut from the opposite side. Use standing trees as protection from the moving log. Remove a pie-shaped section from the compression area, and then make the release cut in the tension area.



Pressure is exerted sideways on the log. This can occur when the tree falls between multiple fixed points or is still attached to the stump.

End bind

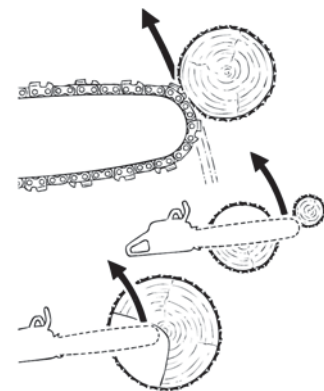
Cut from the top down, inserting a wedge as soon as possible. Finish by cutting down from the top. Watch the wood chips to make sure that the chain is not cutting in the dirt (look for dark chips).



Weight compresses the log's entire cross section, often as a result of a downhill slope.

Kickbacks

Kickback occurs when a chain tooth near the nose of the bar catches on a solid object, if the saw is incorrectly used to begin a plunge or boring cut, or if the tip becomes pinched in the cut. These conditions can cause the chain to catch and violently throw the saw up and back towards the operator often resulting in serious or fatal injuries.



Tree Felling & Bucking

W-TT-0011

Kickbacks *(cont.)*

The risk of kickback can be reduced in the following ways:

- Hold the saw firmly with both hands.
- Grip the top handle with the thumb wrapped around it.
- Use a saw equipped with chain-brake or kickback guard.
- Watch for branches that can pinch the chain.
- Do not pinch the bar while in the log cut.
- Saw with the lower part of the bar, close to the bumper, not the top near the nose.
- Maintain high saw speed when entering or leaving a cut in the wood.
- Keep the chain sharp. Dull teeth are more likely to catch.
- Cut only one piece at a time.

Do not reach above shoulder height to cut trees or branches with the saw. This position reduces control over the saw and places the chain too close to the face,

Wedges

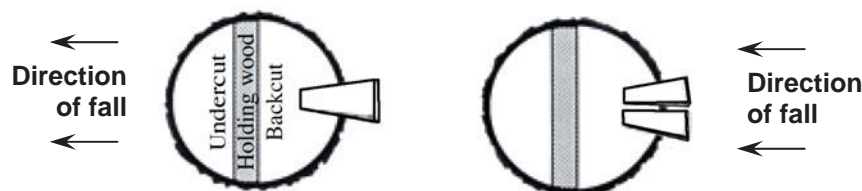
Wedges are designed to assist in the felling and bucking of trees and are generally made of wood, plastic, or a soft metal such as aluminum. Hard metals such as steel or iron are not used in the event the chain strikes the wedge resulting in severe chain damage.

Uses

Wedges may be used any time the possibility of sitback or binding of the saw exists but the saw chain must be stopped if there is a danger of driving the wedge into it.

Wedges should be used in case the lean was incorrectly established, to counter the effects of the wind, or the sawyer intends to fell the tree in a direction that differs from the tree's natural lean. Two wedges are typically used in these cases and are positioned parallel to the intended direction of the fall.

Proper positioning



When the final cut is up to the proper depth for felling the tree, remove the chain saw. Shut the chain saw off and move it back to a safe position. Then tap the wedges with a sledge or maul to fell the tree.

Blocking Down A Tree

W-TT-0012

Scope

This standard covers the process for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, trees, etc. or are under their own tensions, strains, and forces.

Introduction

Work should be done by trained professionals.

Workers shall do a hazard analysis and develop a work plan that addresses all recognized hazards.

To assure the highest level of safety, it is imperative that employees carefully inspect downed trees for any visible strains in the horizontal, vertical, or lateral directions, in addition to inspecting for rotational forces. This inspection is best done from various angles and distances.

If it is determined that there is a risk due to forces and strains, a plan that identifies those risks shall be used.

Safety

Safety is an important part of any job; this is especially true when working in, on, or near trees and poles with the ever-present threat of unknown tensions.

Tacoma Power's Transmission & Distribution Line and Line Clearance Tree Trimmers shall follow and adhere to all established work practices and safe work procedures.

Topic	See Page
Blocking Down A Tree	2
Recommended Best Practice	3
Figures 1-3	4-6

Blocking Down A Tree

W-TT-0012

BLOCKING DOWN A TREE

Tensions, strains, and forces are a considerable hazard on any work site. To ensure safe work practices, employees shall adhere to the following steps for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, etc. or are under their own tensions, strains and forces.

In some cases the removal of a tree leaning into the power lines and/or communication cables may be removed by blocking down the tree, ultimately reducing the tension gradually.

Blocking down a tree is a process of removing a tree from the butt end in pieces, and letting gravity and/or tension clear the tree off.

Blocking Down A Tree

W-TT-0012

Best Practice Method

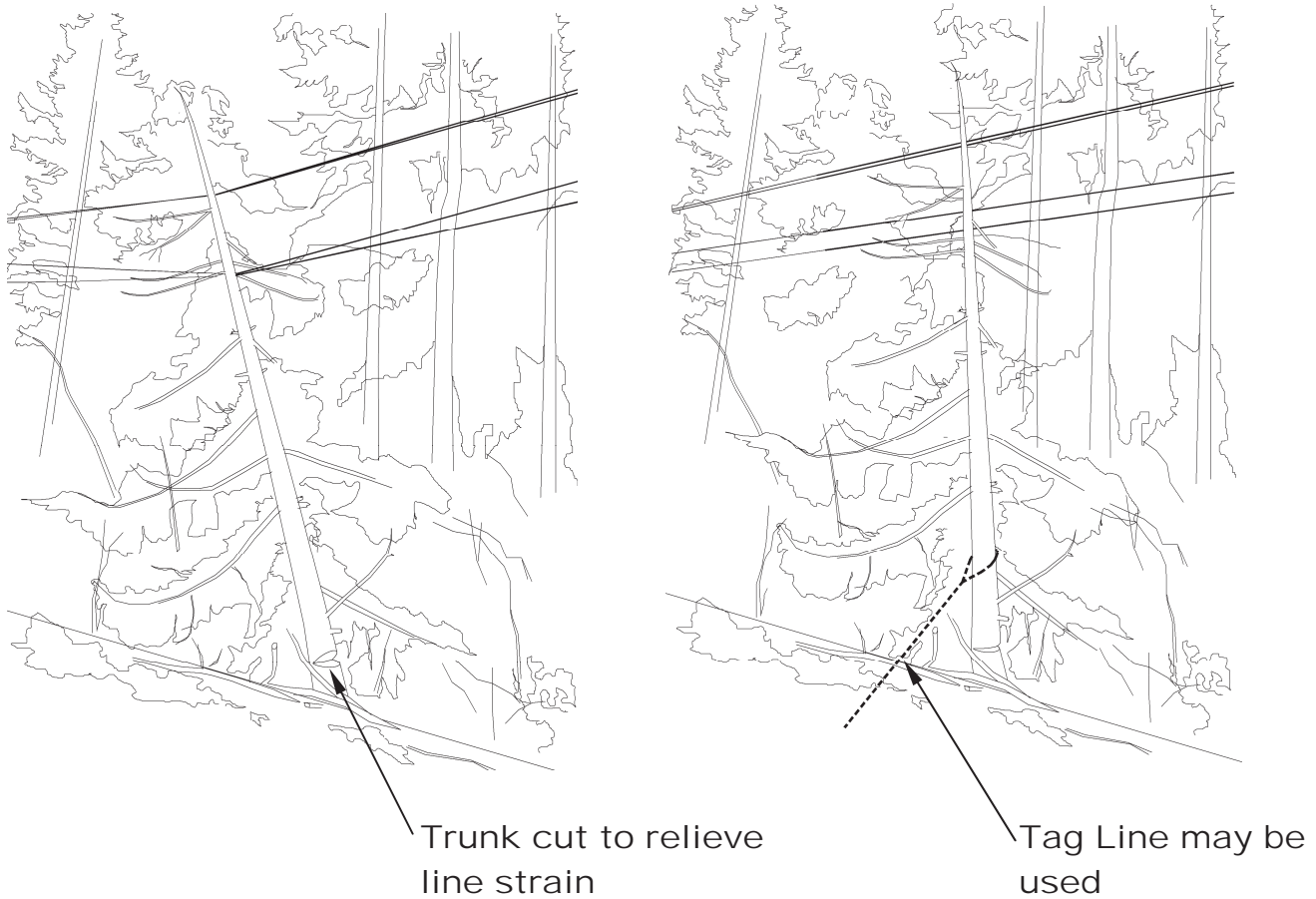
The following is a recommended best practice:

Step	Action
Note:	When working in an area where tension may be present in the downed power or communication lines, employees shall evaluate the work site and attempt to identify any and all hazards such as structural damage (i.e. adjacent poles, towers, property, and trees), tension and forces placed on remaining lines, electrical hazards, and tree hazards.
1	If a clearance is needed, employees shall follow the procedures outlined in the Red book.
2	Whenever employees must be positioned in the bite, risks need to be minimized through proper rigging techniques. A safety line shall be placed over the conductor, messenger or guy and used as a hold down device that can be relieved under tension. Every effort should be made to avoid being in the bite. Every effort must be made to avoid snap back or shock loading when load is removed.
3	When possible, the crew shall remove brush from the top of the tree, cutting branches as close to the trunk as possible, to improve visibility. Employees shall make every effort to identify when additional restraint is needed in addition to the blocking.
4	Whenever possible, the crew shall tie a tag line in the tree just below the conductors to help guide and control the tree after blocking has begun.
5	Additional references can be found in work practice W-GR-9001 (Working with Strains on Lines) .

Blocking Down A Tree

W-TT-0012

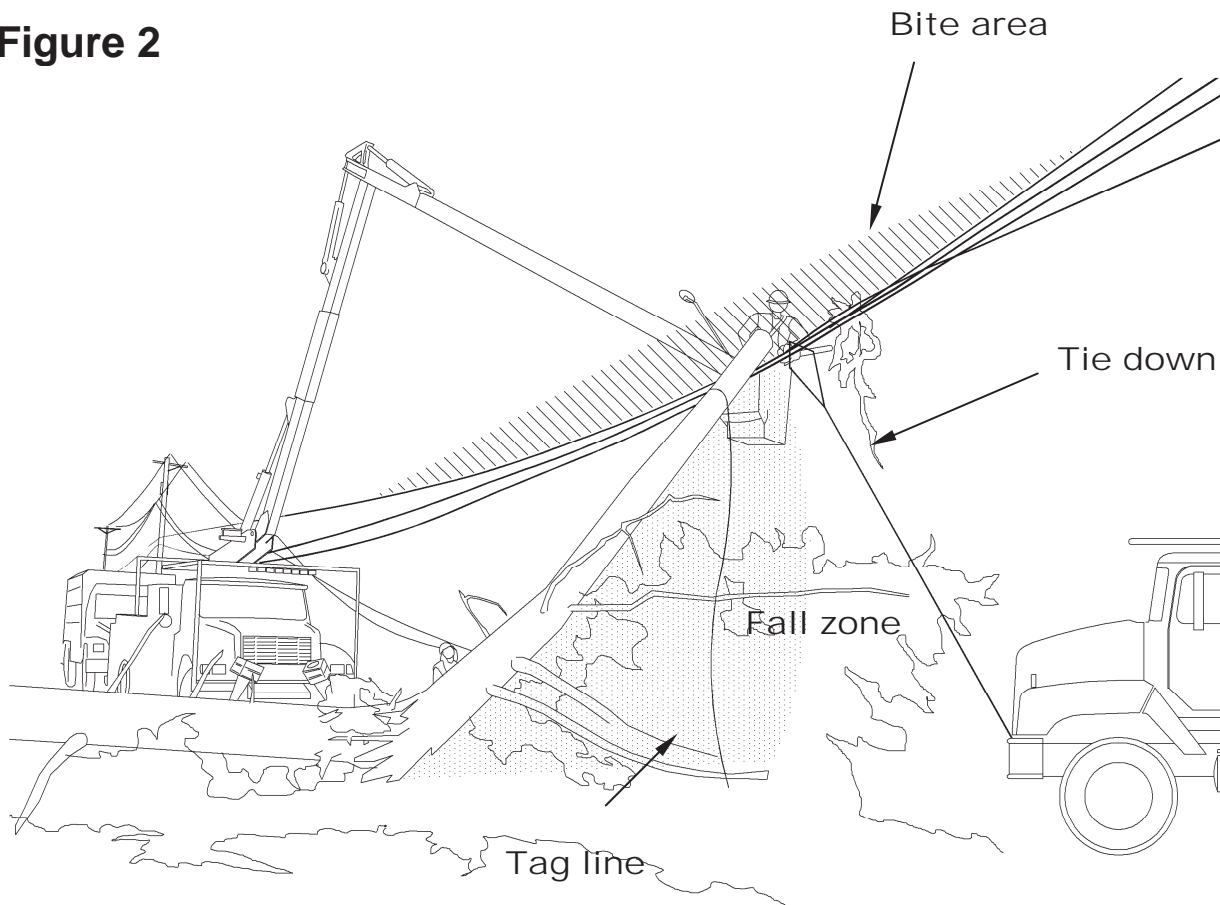
Figure 1a, b



Blocking Down A Tree

W-TT-0012

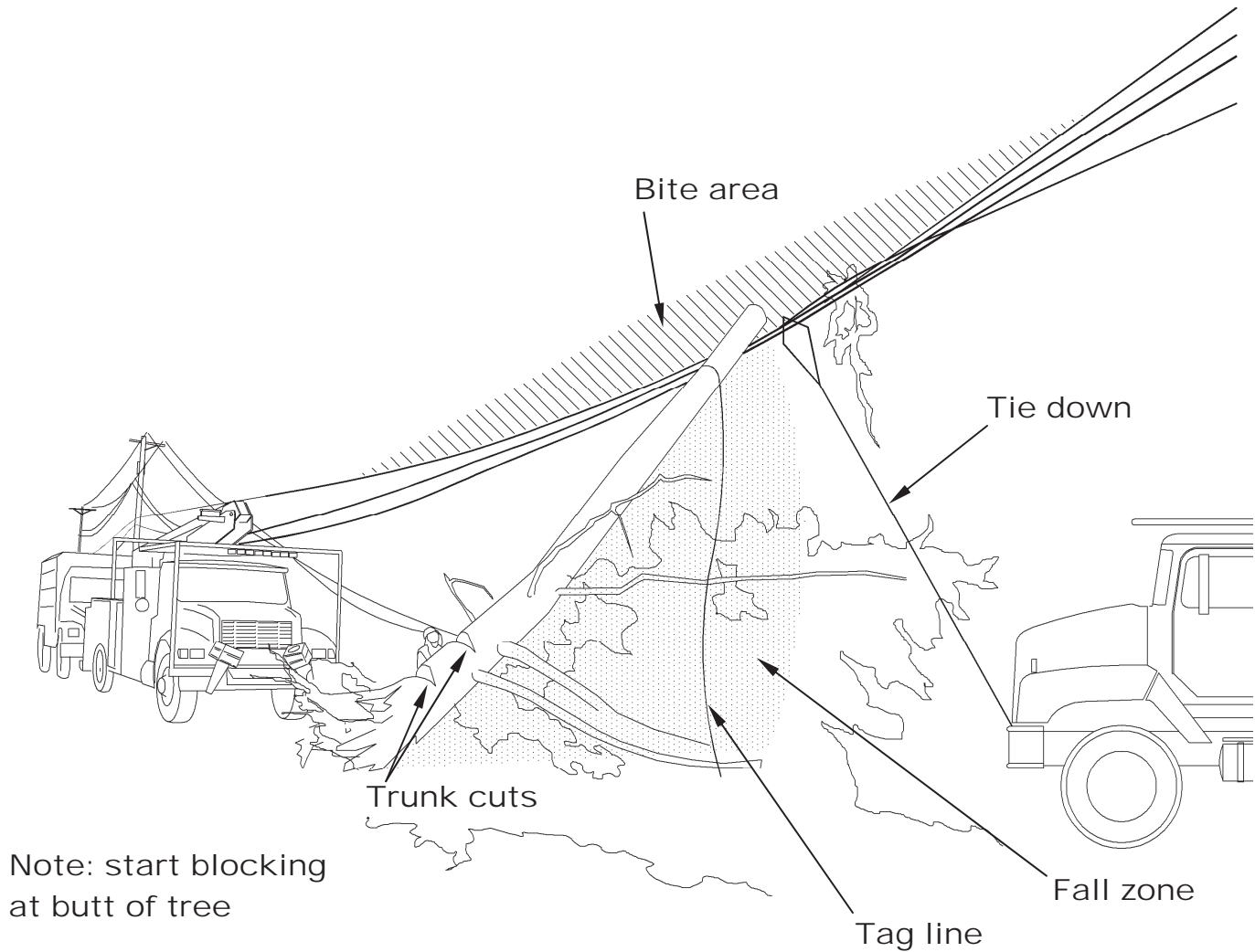
Figure 2



Blocking Down A Tree

W-TT-0012

Figure 3



APPENDIX “B”

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 "C" – 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
Contract No. 4600005555
PO No. 450033958

DESCRIPTION	HOURS	RATE	AMOUNT
Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self feed chipper	8	\$200.00	\$1,600.00
Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self feed chipper - <u>minus the Groundperson</u> (this hourly rate is less the current billing rate of \$25.00 for a Groundperson)	8	\$175.00	\$1,400.00
Line Item #11 ISA Certified Arborist w/Transportation	24	\$100.00	\$2,400.00
Line Item #18 Off-Road (all terrain) 75ft working height Man-Lift	10	\$60.00	\$600.00
Subtotal			\$6,000.00
Sales Tax			-
TOTAL			\$6,000.00

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

APPENDIX “D”
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

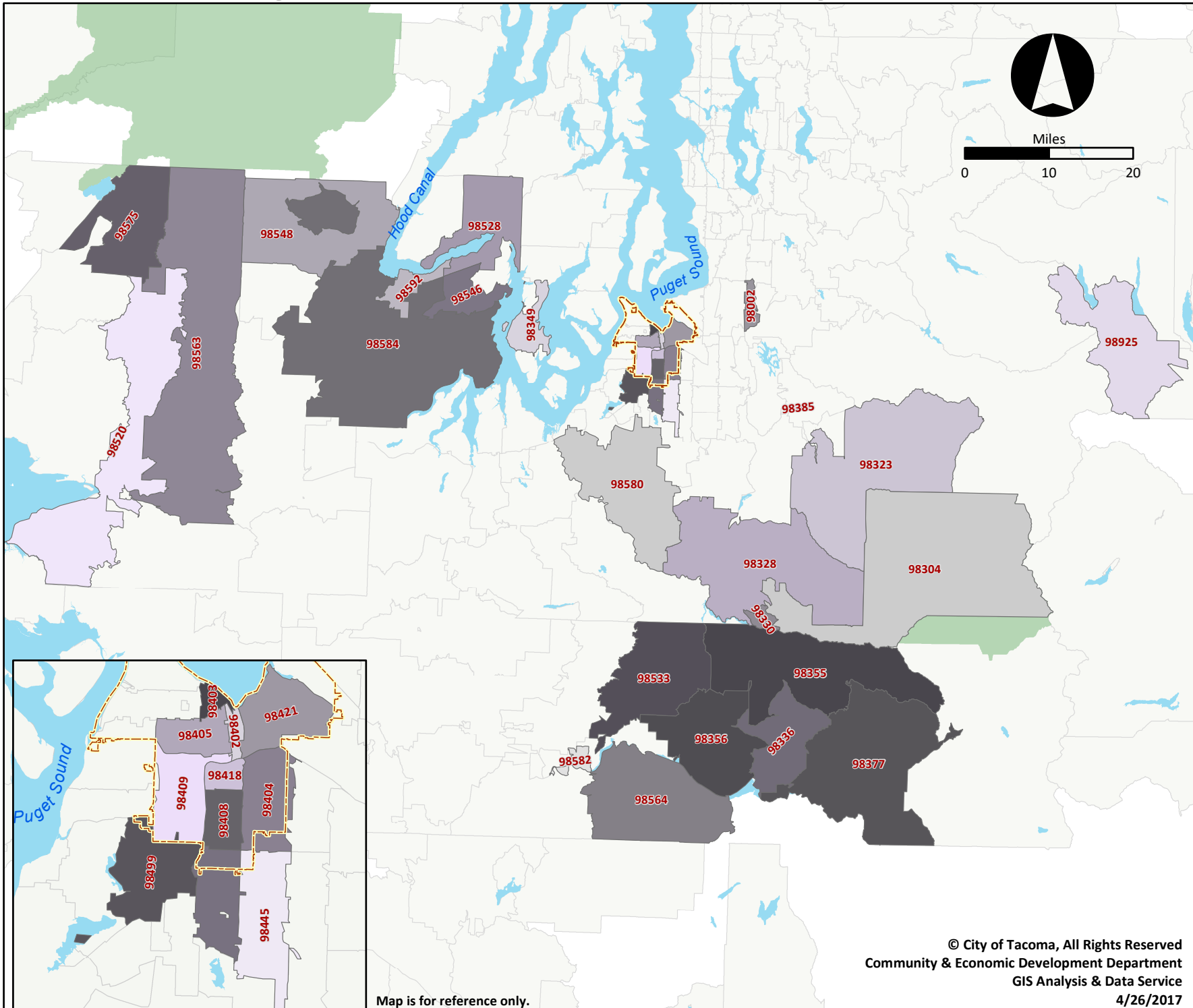
98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	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

08256

08277

00205

00520

55555

50520

98555

58540

98548

98563

98564

98575

98580

98582

98584

98592

98925

98402

98403

98404

98405

98408

98409

99419

08421

08444

00115

1000

58155

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Community & Economic Development Department
GIS Analysis & Data Service
4/26/2017

Map is for reference only.

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 “E”

EQUITY IN CONTRACTING (EIC) REGULATIONS

TACOMA MUNICIPAL CODE – CHAPTER 1.07

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

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)

APPENDIX "F"

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 “G”

PERFORMANCE AND PAYMENT BOND SAMPLES



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: _____

SAMPLE

APPENDIX “H”

RETAINAGE BOND SAMPLE



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 "I" – DAILY INSPECTION REPORT



Tree Contractor Daily Inspection Form

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

Approved: _____
 (Tacoma Power T&D)

Approved: _____
 (Contractor)

Description			
REG	OT	STORM	**Augmented/Contracted Crews**
			Standard Crew with 50' lift
			Standard Crew with 75' lift
			Climbing Crew
			Trackhoe Mower & Operator
			2 Person Spray Crew
			ISA Certified Arborist
			ISA Certified Arborist with Equipment

Description						
ADD			***Add/Deduct Personnel***	DEDUCT		
REG	OT	STORM	From Crew Makeup	REG	OT	STORM
			Power Line Clearance Trimmer			
			Power Line trimmer in charge			
			Apprentice 4th Step			
			Apprentice 3rd Step			
			Apprentice 2nd Step			
			Apprentice 1st Step			
			Tree Equipment Operator			
			Flagger			
			Tree Trimmer Groundperson			
			Other _____			

Description	
ADD	***Additional Equipment***
	Add to Crew
	50-55 Foot Articulated Man-Lift
	60-70 Foot Articulated Man-Lift
	80-92 Foot Articulated Man-Lift
	105 Foot Articulated Man-Lift
	150 Foot Articulated Man-Lift
	Off Road 75ft Max Man-Lift
	Self Feed Chipper
	2 1/2 Ton Dump Truck
	Hi-level Mobile Sign Board

APPENDIX “J” – PERMIT FOR USE OF CITY PROPERTY

APPENDIX “J” – PERMIT FOR USE OF CITY PROPERTY

(Notice: Actual form may change but will be substantially the same)

**CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
PERMIT NO. [xxx]**

Reference No.:	P[xxxx-xxx]
Licensor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Licensee:	[Licensee's Name(s) Here]
Legal Description:	Portion of the Southeast Quarter of Section 25, Township 20 North, Range 2 East, W.M.
Tax Parcel No.(s):	Portion of 0220254077
County:	Pierce
Permit Expiration Date:	[4-year contract end date] or upon termination of City Contract No. [xxxxxxxxxx], whichever occurs first

CONTACT INFORMATION

LICENSEE:

Name(s): _____
Mailing Address: _____
Phone Number(s): _____
E-mail: _____

LICENSOR:

Tacoma Public Utilities
Real Property Services
3628 South 35th Street
Tacoma, Washington 98409
(253) 396-3060

This Permit (“Permit”) made and entered into this _____ day of _____, 20____
 (“Effective Date”), by and between the CITY OF TACOMA, DEPARTMENT OF PUBLIC
 UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a municipal corporation, hereinafter
 referred to as “Licensor” and [Licensee’s name(s) here], hereinafter referred to as “Licensee.”

RECITALS

A. Licensor owns, operates, and maintains the Premises defined below as part of and in relation
 to its utility operations.

B. Licensee desires to use a specified portion of said Premises for the use specified in this
 Permit.

C. Licensors are willing to grant permission to Licensee to access and use a portion of its real property strictly for the use specified in this Permit and issue Licensee a real property license to use said real property per the terms and conditions specified in this Permit.

NOW THEREFORE, in consideration of the mutual promises contained in this Permit, the parties agree as follows:

1. LICENSE.

A. Grant of License / Description of Premises. Licensors grants to the Licensee limited, non-exclusive, revocable permission to use the following described Premises for the Permitted Use stated below subject to all the terms and conditions of this Permit:

A 110 FOOT X 130 FOOT SITE AREA LOCATED ON THAT TRACT OF LAND CONVEYED TO THE CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION BY WARRANTY DEED DATED JUNE 29, 1965 AND RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2107599 AND ALSO BEING KNOWN AS A PORTION OF LICENSOR'S SOUTHWEST SUBSTATION PROPERTY LYING JUST NORTH OF THE FENCED TRANSFORMER OIL PROCESSOR BUILDING AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

(hereinafter "Premises")

B. Purpose.

i. Permitted Use. Licensors permits the Premises to be used by the Licensee, and Licensee's agents, contractors, employees, customers, guests, and invitees, only for the express purpose of:

PARKING FOR LICENSOR'S VEHICLES AND EQUIPMENT RELATED SOLELY TO WORK BEING PERFORMED UNDER CITY CONTRACT NO. [XXXXXXXXXX] AND (1) PORTABLE CHEMICAL TOILET (I.E. SANI-CAN OR PORT-A-POTTY).

(hereinafter "Permitted Use")

ii. No Other Use Is Permitted. Licensee may only use the Premises in strict accordance with this Permit. Licensee shall make no other use of the Premises or change or enlarge Licensee's use thereof without prior written approval of Licensors.

C. No Property Rights Are Granted. This Permit does not convey any right, title, or interest in real property or in the above described Premises. The permission granted by this Permit is a license in real property only.

D. CONDITION OF PREMISES. LICENSEE HAS INSPECTED THE PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION "AS-IS." LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR THE PERMITTED USE.

E. Third Party Obligations. Licensee shall ensure that its agents, contractors, employees, customers, guests, and invitees shall comply with all the requirements, obligations, limitations, and restrictions of this Permit. The Permit and permissions granted herein are contingent

upon Licensee and Licensee's agents, contractors, employees, customers, guests, and invitees complying with all the terms and conditions of this Permit.

F. Special Conditions.

Special Conditions are attached to this Permit as Exhibit B "Special Conditions".

2. PERMIT PERIOD

A. Term. The term of this Permit and the permission and license granted herein shall be effective beginning on the Effective Date and terminating on [enter 3-year contract end date] or upon termination of City Contract No. [xxxxxxxxxx], whichever occurs first.

B. Permit Extension. Licensee may submit a term extension request and applicable fee to Licensor no later than sixty (60) days before the Permit terminates per Section 2.A. A mandatory site inspection will be required for all Permit term extensions. After receipt of the request and site inspection, Licensor may, in its sole discretion, increase the term of this Permit. Permit extensions will not be granted if any conditions have changed since the original Permit was granted and/or any permitted structures or improvements are not in compliance with the terms and conditions of this Permit.

C. Permit Re-Issuance. In the event this Permit is terminated and Licensor thereafter grants a new Permit to Licensee, Licensee shall pay all fees owing to process a new permit.

3. FEES AND COSTS

A. Fees. No Processing Fee and/or Use Fee are assessed for this Permit. The permission granted herein is consideration associated with City Contract No. [xxxxxxxxxx], which provides for no fee contractor use of Tacoma Power property.

B. Licensee Assumes all Costs. Licensee hereby expressly assumes liability and responsibility for all expenses and costs associated with this Permit and the Permitted Use.

C. Licensee to Pay Costs to Enforce Conditions of Permit. Licensee agrees to reimburse Licensor for any costs (including reasonable attorney's fees) that Licensor may incur in enforcing the terms and conditions of this Permit.

D. Licensee Liable for Damages. Licensee shall pay or reimburse Licensor for all damages to Licensor's property or the Premises resulting from the actions of Licensee or any of Licensee's agents, guests, or invitees.

E. Leasehold Excise Tax. In addition to the Land Use Permit Fees, Licensee shall pay Licensor:

- i. all leasehold excise tax (as required by RCW 82.29A in lieu of real property taxes) to the extent that any is determined to be due as a result of this Permit,
- ii. any surface water and other governmental charges and assessments (special and general) of every kind and nature levied or assessed against the Premises, and
- iii. any taxes levied or assessed in lieu of the foregoing, in whole or in part.

Leasehold excise tax is calculated by the State, and assessed against a variety of interests in real property, including, without limitation, permits, licenses and facility use agreements (none of which are leases) using a percentage multiplier of either the rent/use fee/permit fee/license fee required hereunder or an imputed fair market value of the same, and as a result, Licensee shall be responsible for any increases in leasehold excise tax that result from an increase in rent/use fee/permit fee/license fee for the Premises over the term hereof, or for increases due to an increase in the statutory rate during the term of this Permit. If Licensee provides Licensors with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then Licensee shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, Licensee shall be required to obtain documented renewal of such exemption and provide such to Licensors in order to claim continued exemption under this Permit.

4. MAINTENANCE OF PREMISES AND IMPROVEMENTS

A. Maintenance Requirements. The Premises, including any improvements, structures, facilities, and/or equipment will be maintained at the Licensee's sole cost, in a safe condition, in a clean and neat manner, and in accordance with the specifications of the Permit and attached Exhibits.

B. Assumption of Risk. Any improvements, facilities, or equipment allowed per this Permit on the Premises shall be subject to being damaged by Licensors use or operations. Licensee assumes the risk of these limited use rights and will be responsible for the costs and expenses in restoring the Premises.

C. Maintenance Notice. Licensee shall notify Licensors four (4) weeks prior to scheduled maintenance of the Premises or improvements permitted by this Permit that could potentially interfere with Licensors use of the Premises. The parties agree that if maintenance schedules result in a construction or use conflict, Licensors schedule shall prevail. If emergency maintenance is required on Licensee's facilities, Licensee shall notify Licensors as soon as reasonably practical.

5. NO WARRANTY

Licensors does not warrant its authority to permit the above described Permitted Use and Licensee shall secure any other rights or permissions that are needed for Licensee's lawful use of the Premises.

6. PURPOSE AND CONTROL OF PREMISES

Licensors owns the Premises as part of its utility system and the Premises are necessary for the operation, maintenance, and improvement of its utility system facilities. Licensee therefore acknowledges that the primary purpose of the Premises is Licensors operations. Thus, the permission granted by this Permit is subject and subordinate to Licensors paramount rights and operations. Licensee shall not in any way interfere with Licensors use of or operations on the Premises. Licensee shall not prohibit or in any way limit access to the Premises by any city, state, or federal regulatory agency, Licensors, or other party granted permission by Licensors to access and use the Premises. Licensors may, in its sole discretion, require Licensee to move or modify its use, operations, facilities, or structures at Licensee's expense.

Further, Licensee, its agents, employees, or property is subject to the hazards of Licensor's utility operations, which Licensee hereby expressly assumes.

7. TEMPORARY EXCLUSIVE CONTROL

A. Exclusive Control. Licensor, in its sole discretion, may assert temporary exclusive control over the Premises, including temporarily excluding Licensee from the Premises, when exclusive control is needed for Licensor's operations.

B. Hold Harmless. Licensee agrees to hold Licensor harmless against any claims, demands or damages related to denial of access and use of the Premises.

8. PERMIT NON-EXCLUSIVE / SUBJECT TO REGULATION AND CITY OF TACOMA POLICY

A. Other Permits. This Permit is nonexclusive and shall not prohibit Licensor from granting permits or licenses to the same Premises to others.

B. Other Agreements. The rights granted by this Permit shall be subject to any prior, concurrent, or subsequent agreements or contracts entered into or that may be entered into by Licensor or the City of Tacoma.

C. Regulation. Licensee shall obtain all applicable permits or approvals from federal, state, or local agencies prior to use of or construction on the Premises as allowed by this Permit. The Licensee shall give full cooperation to any federal, state, county, or local agencies having jurisdiction over the Premises or use of the Premises.

D. City of Tacoma Policy. Licensor and the City of Tacoma reserves the right to prescribe additional rules, policies, and regulations relating to the rights, use, and permission granted under this Permit. Licensor will endeavor to give sixty (60) days' notice to Licensee of any such additional rules, policies, and regulations.

9. SUPERVISION

Licensee shall give the conduct, operation, and maintenance of the Premises and Permitted Use its personal supervision and direction.

10. NUISANCES PROHIBITED

The Licensee will maintain the Premises in a clean, neat, and orderly manner and will not create or permit any nuisance to exist or allow the Premises to be used for any immoral or unlawful purposes.

11. NONLIABILITY

Licensor shall not be liable to the Licensee or to any third parties entering upon the Premises related to or in furtherance of any act or thing done in connection with the Permitted Use or other use of the Premises. Licensee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the Permitted Use or other use of the Premises.

12. INDEMNIFICATION

Licensor shall in no way be liable or responsible for any injury or damage done or occasioned by the actions or operations of Licensee or Licensee's contractors, agents, employees, customers, guests, and invitees under this Permit, and Licensee binds and obligates itself to pay and satisfy any and all claims arising on account of its operations under this Permit. To the fullest extent allowed by law, the Licensee agrees to indemnify, defend and hold harmless the Licensor and the City of Tacoma, its officers and employees, from and against any and all claims for damages or loss to the Licensor's or the City of Tacoma's operations or property and from any and all claims or litigation arising in connection with this Permit and/or Licensee's use of the Premises. This includes damages to or loss of property and personal injury, including injury to or death of Licensee or Licensee's agents, contractors, employees, customers, guests, and invitees, which may be caused or occasioned by the existence, operation, use or maintenance of any and all of the property subject of this Permit or associated with the license granted hereunder, or caused or occasioned by any act, deed or omission of the Licensee, Licensee's contractors, agents, employees, guests, customers or invitees.

In this regard, Licensee hereby waives immunity under Title 51 RCW, Industrial Insurance Laws, and acknowledges that this provision has been mutually negotiated. The Licensor and the City of Tacoma agrees to be responsible for its sole negligence or the sole negligence of its employees and officers occurring within the scope of their employment.

13. HAZARDOUS SUBSTANCES AND/OR CONDITIONS

A. No goods, merchandise or material shall be kept, stored or sold on the Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be conducted therein, thereon or therefrom other than as provided for in this Permit. No machinery or apparatus shall be used or operated on the Premises which will in any way injure the Premises; provided, however, that nothing in this paragraph shall preclude Licensee from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are necessary or customary in carrying out the authorized uses under this Permit.

B. In the event such uses include keeping or storing inflammable or explosive substances, such substances shall be stored in closed containers and shall be stored, used or dispensed in the manner prescribed by the regulations of Licensor or other public body having authority in the matter and, in any event, in the safest manner reasonably possible. Licensee shall be solely liable for the remediation of any Hazardous Substance and/or conditions on the Premises resulting from Licensee's use of Premises. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup.

14. INSPECTION

This Permit is a Real Property license and conveys no possessory interests whatsoever. Licensor may, therefore, enter the Premises at any time for any reason.

15. TERMINATION

A. Notice of Termination. This Permit may be terminated by the Licensee or Licensor upon thirty (30) days written notice, for any reason stated in said notice, mailed by certified mail to the Licensee at [ADDRESS HERE], OR to Licensor at P.O. Box 11007, Tacoma, Washington 98411.

B. Operational Necessity. In the event it should become necessary, as determined by Licensor in its sole discretion, for Licensor to make use of the Premises to such an extent as to necessitate discontinuance of the use thereof by the Licensee, Licensor may terminate this Permit by giving Licensee written notice of such termination at any time. Said notice to be given by certified mail addressed to Licensee at [ADDRESS HERE], and termination shall be effective IMMEDIATELY upon delivery thereof.

C. Insolvency/Bankruptcy. It is hereby agreed that if the Licensee becomes either insolvent or files a proceeding in bankruptcy, or if a receiver is appointed, Licensor may, upon giving ten (10) days' notice to the Licensee, cancel this Permit and Licensee shall cease the Permitted Use and vacate the Premises.

D. Vacation of Premises. Upon the termination of this Permit for any reason, the Licensee agrees to promptly and peaceably vacate the subject Premises and to return said Premises and any structures and/or improvements located on the Premises prior to the beginning date of this Permit to Licensor in as good condition as the same existed prior to the execution of this Permit, reasonable wear and tear excepted. If the Licensee's structures and/or improvements existed prior to this Permit, the Licensee shall return the Premises to the Licensor in a condition that is satisfactory to the Licensor. Satisfactory condition of the returned Premises shall be determined at the Licensor's sole discretion. Any damages to the subject Premises or to cultural resources on the Premises shall be repaired at Licensee's expense.

16. ASSIGNMENT

This Permit is non-assignable and non-transferable.

17. MISCELLANEOUS

A. Entire Agreement. This Permit constitutes the entire agreement and understanding of the parties and supersedes all discussions and other agreements between the parties. There are no representations or understandings of any kind not set forth herein. Notwithstanding anything to the contrary in this section, Licensor policies, regulations, and procedures will apply to and govern the terms and conditions and the permission granted by this Permit.

B. Amendments. Any amendments to this Permit must be in writing and executed by both Parties.

C. Governing Law. This Permit shall be construed in accordance with the laws of the State of Washington.

D. Enforceability. Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

E. Exhibits. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

F. Mutual Negotiation. Licensee acknowledges that this Permit has been mutually negotiated and any ambiguity regarding the terms and conditions herein shall not be construed or interpreted against Licensor as the drafter of this Permit.

G. Recording. This Permit or a memorandum hereof shall, at the Licensor's sole discretion, be recorded in any public office.

H. No Waiver. Failure of Licensor to insist on the performance of any of the terms and conditions of this Permit, or the waiver of any breach of any of the terms and conditions of this Permit, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

I. Section Headings. The titles to the sections and paragraphs of this Permit are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Permit.

J. Survival

The following sections will survive the termination of this Permit and remain enforceable against Licensee after termination:

Sections 2.C, 7, 12, 13, 15, 17.C and 17.D.

[COMPANY NAME]

[Name of Signer], [Signer's Title]

I certify that I know or have satisfactory evidence that [Name of Signer] and [Name of Signer] is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the [Title of Signer] and [Title of Signer] for [Company Name] to be the free and voluntary act and deed of such company for the uses and purposes mentioned in the instrument.

Notary Public in and for the State
of _____
Residing in _____
My Commission Expires _____



Dated this _____ day of _____, 20____

Approved:

Power Superintendent

Accepted:

Authorized and Approved:

Division Manager

Section Manager

Reviewed:

Form Approved:

Project Lead

Deputy City Attorney

**City of Tacoma - Department of Public Utilities –
Light Division Permit No. [xxx]**

PREMISES

**Portion of the Southeast Quarter of Section 25, Township 20 North, Range 2 East, W.M.,
in the City of Tacoma, Pierce County, Washington**



REAL PROPERTY SERVICES ILLUSTRATION

Reference No.
P[xxxx-xxx]

This illustration is not to scale. It is provided as a customer convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.

EXHIBIT A

EXHIBIT B
SPECIAL CONDITIONS

1. ACCESS

- A.** Licensee's access to the Premises shall be made from South 74th Street only.
- B.** Licensee shall not block roads, alleys, and/or driveways at any time and/or for any reason.

2. INSPECTION

- A.** Upon termination of the Permit/License, the Licensee agrees to meet with Licensors at the Premises to allow inspection of the property and ensure that all conditions of the Permit/Licensee have been fulfilled. Licensors can be contacted at the telephone (253) 502-8720 or at Real Property Services at (253) 396-3060.
- B.** Any inspections performed by Licensors, or Licensors's failure to conduct an inspection, shall not operate to or in any manner impose any legal duty or liability on Licensors or relieve Licensee of any responsibility, obligation, duty or liability under this License or imposed by any applicable law, rule or regulation.

3. INSURANCE

- A.** During the term of this Permit/License, Licensee and its contractors, shall obtain and maintain at its sole expense the following liability insurance coverage:
 - i.** A policy of Commercial General Liability insurance coverage, providing coverage for claims of bodily injury, death, personal injury, and property damage arising from operations on the Licensors's property. Coverage shall include, but not be limited to: products hazard and completed operations coverage, contractual liability coverage, and employer stop gap coverage. The policy shall name the Licensors as an additional insured.
 - ii.** The Licensee and its contractor(s) shall obtain and have in place prior to entering upon the Licensors's property, a policy of Commercial Automobile Liability coverage, with the Licensors named as an additional insured.
- B.** For all insurance policies required by this section:
 - i.** Coverage shall be written on a policy form published by the Insurance Service Office (ISO) or its functional equivalent. The Licensors reserves the right to determine if a proposed policy is in fact a functional equivalent and its decision shall be conclusive on the issue.
 - ii.** Coverage shall be underwritten by insurance carriers licensed to do business in the State of Washington and of adequate financial strength (an A.M. Best Company rating of no less than A-V) subject to review and approval by the Licensors.
 - iii.** Coverage shall be primary over and non-contributing to the Licensors's own insurance coverage or program.

- iv. No coverage required by this section shall be subject to a deductible or self-insured retained limit in excess of \$10,000 without the Licensors prior written approval. To assure that the Licensor receives the full benefit of coverage, the Licensee shall pay any deductible or self-insured retained limit on behalf of the Licensor, notwithstanding any negligence or liability on the part of the Licensor.
- v. All coverage required by this section shall be written on a per "occurrence" basis and not on a "claims-made" policy form.
- vi. All policies required by this section shall provide policy limits of no less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate limit of \$2,000,000. The aggregate limit shall be dedicated or limited to the location or work reflected by the contract, permit or right of entry or industry track agreement by policy endorsement.
- vii. The Licensee and the Licensor, shall mutually and reciprocally waive claims of subrogation against each other for claims of damage to their property or injury to their employees, and shall obligate their insurance carriers to do the same. This provision is not intended to waive contractual indemnification obligations or claims under any additional insured policy provision.

C. Subcontractors. If any portion of Licensee's operation or work permitted by the Licensor is to be contracted by Licensee, Licensee must require that the contractor provide and maintain insurance and coverages set forth herein and require that its contractor release, defend, hold harmless, and indemnify the Licensor to the same extent and under the same terms and conditions as Licensee.

D. Certificate of Insurance. Certificates of Insurance, reflecting evidence of the required insurance and coverage as described in A. above, shall be sent to the following address prior to the use of any rights provided by the Permit/License:

Tacoma Public Utilities
Real Property Services
3628 South 35th Street
Tacoma, WA 98409

The certificate shall be filed with the acceptance of the Permit/License and annually thereafter. All coverage shall be listed on one certificate with the same expiration dates.

In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the Permit/License, then, in that event, the Licensee shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination.

Failure to obtain or provide adequate evidence of the required insurance and coverage will entitle, but not require, the Licensor to terminate this Permit/License.

E. Modification / Adjustment of Insurance Requirements. The Licensor reserves the right to modify the insurance requirements of this Permit/License, require any other insurance coverage, or adjust the policy limits as it deems reasonably necessary to reflect then-current

risk management practices. Licensee shall have thirty (30) days from receipt of written notice of the change, modification, or adjustment to provide the Licensor with a Certificate of Insurance evidencing that Licensee has obtained the required insurance as described in the notice.

F. Self-Insurance Provision. An entity that is wholly or partially self-insured may, with the approval of the City of Tacoma, provide evidence of such self-insurance funding and, by letter, commit its self-insurance program to the minimum amounts required herein. By executing this License, Licensee agrees that it will pay any deductible or self-insured portions of the insurance or self-insurance provided.

4. TRANSMISSION LINE SAFETY

A. Clearances. Licensee shall use good and reasonable judgment with regard to type and height of vehicles allowed to access the Premises, and in allowing any use of tools or activities which could endanger Licensee's employees, licensees, agents, patrons, invitees, or any other person(s). Licensee expressly acknowledges the high voltage transmission lines over the licensed Premises and the extreme danger and hazard to life and property associated with such high voltage power lines.

B. Work under Power Lines. Licensee, for itself and on behalf of its agents and contractors and personnel, agrees to adhere to all applicable safety codes and laws, including but not limited to, National Electric Safety Code, Washington Administrative Codes, WAC 296-24-960, "Working on or Near Energized Parts" and WAC 296-155-53408, "Power Line Safety", and Tacoma's standards.

C. No Grading, Digging. No digging, filling and/or grading within said Premises is allowed.

D. Electromagnetic Fields. Electric devices, including power lines, emit electromagnetic fields (EMF). Some studies have shown that EMF may affect human and/or animal biological systems. Although a National Academy of Sciences Committee has concluded that the findings to-date do not support claims that EMF fields are harmful to a person's health, the Licensee is hereby notified that potential causal connections between EMF and human diseases may exist. Licensor does not warrant that use of this Licensor's real property (the Premises) is without risk of exposure to EMF. In spite of this concern, the Licensee has decided to enter into this Permit/License with Licensor and expressly assumes all risk of harm as set forth herein.

E. Static Electrical Charge. Metallic structures (fences, metal buildings, etc.) installed near high voltage power lines may, under some conditions, become energized with a "static" electrical charge. Licensee shall take necessary measures to eliminate the possibility of static electrical shock to persons coming in contact with such structures.

APPENDIX “K” – TACOMA POWER SERVICE TERRITORY MAP



APPENDIX “L” – 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 "M"

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 workers 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 Act 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.