



City of Tacoma, WA

Tacoma Power / Transmission and Distribution

**REQUEST FOR
PROPOSALS**

Wood Pole Inspection, Treatment and Reinforcement

SPECIFICATION NO. PT22-0046F



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

**REQUEST FOR PROPOSALS PT22-0046F
Wood Pole Inspection, Treatment and Reinforcement**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 26, 2022

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFP 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 Choose one

Project Scope: Provide the services of inspection of wood utility poles, treatment of decay, and selective reinforcement for Tacoma Power.

Estimate: \$950,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tisha Rico, Senior Buyer by email to trico@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 CHECKLIST

<p>Provide one electronic copy of your complete submittal package in PDF format per the instruction in Section 2.01. These items make up your submittal package:</p> <p>Confidential information to be identified and indexed as indicated in 2.02.</p> <p><u>(Please do not include</u></p>		
1	<p>Signature Page with <u>ink signature</u>, including acknowledgement of any addenda.</p>	
2	<p>Proposal Pages</p> <ul style="list-style-type: none"> <input type="checkbox"/> State Responsibility and Reciprocal Bid Preference Form <input type="checkbox"/> Proposal – Conditions Sheet <input type="checkbox"/> Proposal – Vendor Inquiry Sheet <input type="checkbox"/> Proposal – Treatment Data <input type="checkbox"/> Proposal – Pricing Sheets <input type="checkbox"/> Contractor’s Record of Prior Contracts 	
3	<p>Submittal of Proposal: Submittals are to be organized and identified per Section 2.01.</p>	
4	<p>Sample Digital Images per Section 4.01.3</p>	
<p>After award approval, the following documents will be required:</p>		
1	<p>Contract (Appendix #2)</p> <p>Supplier is required to enter into a contract incorporating terms and conditions contained herein.</p>	
2	<p>Certificate of Insurance and applicable endorsements (Appendix #3)</p>	
3	<p>Performance Bond (Appendix #4)</p>	
4	<p>Bond in-lieu-of Retainage (Appendix #5)</p> <p>If Contractor opts to use a retainage bond in place of the holding of retainage the City’s retainage bond must be submitted with the contract forms. See Section 2.05.3.</p>	
5	<p>Statement of Intent to Pay Prevailing Wages (Appendix #7)</p>	

SUBMITTAL INSTRUCTIONS

PRE-SUBMITTAL QUESTIONS

- A. Questions and requests for clarification of these Specifications may be submitted in writing via email by **3:00 p.m., Pacific Time, April 14, 2022**, to the Purchasing contact listed below. Questions received after this date and time may not be answered.
1. Please indicate the RFP 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 RFP.
 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 questions will be posted with the Specification on or about **April 19, 2022**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Current Contracting Opportunities / Public Works and Improvements Solicitations*, and then scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- C. To receive notice of the posted answers, you must register as "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.
- D. The answers are not typically considered an addendum.

Communication	Addressee
For all questions regarding Specification PT22-0046F	Tisha Rico Senior Buyer trico@cityoftacoma.org - email

REVISIONS TO SPECIFICATIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to registered plan holders and posted on the Purchasing website at www.TacomaPurchasing.org. Navigate to *Current Contracting Opportunities / Public Works and Improvements Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

RESPONSIVENESS

- A. Respondents agree to provide 90 days for acceptance from the submittal deadline.
- B. Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial. The City also reserves the right to not award a contract or to issue a subsequent RFP.
- C. The final selections, if any, will be that submittal which, after review and in the sole judgment of City, best meets the requirements set forth in this RFP.

CITY CONTACT INFORMATION

- A. All communications concerning this solicitation shall be directed via email to the Purchasing contact:
Tisha Rico / trico@cityoftacoma.org
- B. Unless authorized by the Purchasing contact, no other City official or City employee is empowered to speak for the City with respect to this solicitation. Any Respondent seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Purchasing contact is advised that such material is used at the Respondent's own risk. The City will not be bound by any such information, clarification, or interpretation.
- C. Following the submittal deadline, Respondents shall not contact the City Purchasing contact or any other City employee except to respond to a request by the City Purchasing contact.

Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or an individual specifically approved by the Purchasing contact in writing, may be grounds for rejection of the Respondent's submittal.

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER / TRANSMISSION AND 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 Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR PROPOSALS SPECIFICATION NO. PT22-0046F Wood Pole Inspection, Treatment and Reinforcement

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

Authorized Signatory 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.)

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



Request for Proposals PT22-0046F
Wood Pole Inspection, Treatment and Reinforcement

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.

Request for Proposals PT22-0046F

Wood Pole Inspection, Treatment and Reinforcement

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 Equity in Contracting and Local Employment and Apprenticeship Training 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.



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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.



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PROPOSAL PAGES

The pricing and information requested on the following Proposal Pages are not the only requirements for this RFP. Additional information and proposed items and/or services are also to be included in your submittal. Refer to Section II “General Instructions” for a complete outline of requirements.

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 (**INSERT DATE**), 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.*



EXCEPTIONS TO TERMS OF RFP

Exceptions, if any, may be submitted in the space provided below or in an alternate format. If an alternate format is chosen, the exceptions must be listed on a separate sheet clearly identified within your submittal.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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PROPOSAL – VENDOR INQUIRY SHEET

BONDING REQUIREMENTS

Can your firm obtain a Performance Bond for twenty-five percent (25%) of the dollar amount awarded as required in Section 2.05.2?

YES	
NO	

BUSINESS INFORMATION

1. What are your normal business hours? _____

2. Can your firm provide an on-call phone number for use by Tacoma Power during hours outside your normal business hours?

YES	
NO	

3. State the number of years your firm has been providing Wood Pole Inspection, Treatment and Reinforcement services with a scope similar to that outlined in this Specification.

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

PROPOSAL – TREATMENT DATA

The following information should be included in your Proposal as part of Section 2.01.2C “Treatment Products to be Utilized.”

Material	Manufacturer	Catalog Number	Applicator Requirements
Fumigant/treatment for inspection holes			
Internal Decay Treatment			
Insecticide			
External Ground-line Treatment			

PROPOSAL - PRICING SHEET

This form should be included in your proposal as part of Section 2.01.2E "Pricing for Services."

Reporting Services – To be included with Proposal			
<i>Inspection Reporting data is to be part of the services provided with the items listed in the following table. Data shall be submitted in a Microsoft Excel version compatible with Tacoma Power record management requirements. Refer to Section 4.01 and 5.02 for detailed information.</i>			
Work Task Description	No.	Type	Unit Price
Wood Pole Inspection – 10 years or less			
Visual Inspection - Includes High Resolution Digital Photographs of Pole – 2 Views (See Section 4.01)	1	Transmission	\$
	2	Distribution	\$
Wood Pole Inspection and Treatment – Greater than 10 years			
Visual Inspection, Sound and Bore Only; Pole Set in Concrete. (See Section 4.02)	3	Transmission	\$
	4	Distribution	\$
Visual Inspection, Sound and Bore, Partial Excavation w/ Preservative Paste; 18 inches at Largest Check. (See Section 4.03)	5	Transmission	\$
	6	Distribution	\$
Visual Inspection, Sound and Bore, Full Excavation, No Treatment. (See Section 4.03)	7	Transmission	\$
	8	Distribution	\$
Visual Inspection, Sound and Bore, Full Excavation, External Treatment, and Wrap; 18 inches around pole. (See Section 4.03)	9	Transmission	\$
	10	Distribution	\$
Internal Inspection – Fumigant (MITC or equivalent) Treatment per Vile and Plug*. (See Section 4.04)	11	Transmission	\$
	12	Distribution	\$
Internal Inspection – Fungal Decay Detected – Internal Flood of Decay Pockets and Plug. (See Section 4.04.1)	13	Transmission	\$
	14	Distribution	\$
Internal Inspection – Insect Decay Detected – Internal Flood of insecticide + Fungal agent and Plug. (See Section 4.04.2)	15	Transmission	\$
	16	Distribution	\$

*All unit prices offered are to be per pole with the exception of line item 11 and 12 which are per MITC vile (or equivalent) and plug.

PROPOSAL - PRICING SHEET, cont.

Wood Pole Reinforcement		
Evaluation for Reinforcement. Determination of Remaining Strength vs. Required Strength. (See Section 4.05)	17	\$
Mobilization for Emergency / Non-scheduled Reinforcement. (See Section 4.05.2)	18	\$
Mobilization for Non-Emergency / Scheduled Reinforcement. (See Section 4.05.3)	19	\$
Price Schedule of C-Truss Reinforcement with External Treatment, and Wrap included. (See Section 4.05)	Provide <u>price schedule</u> per Height and Class of Pole. See Appendix #10 for example of schedule format.	
Additional Services - Per Pole (Materials to be supplied by Tacoma Power)		
Application of Pole Numbers (See Section 4.09.1)	20	\$
Installation of Guy Guards	21	\$
Installation of Ground Wire Moldings	22	\$
Identification of Missing Ground Wires	23	\$
Removal or painting over of “BO” or graffiti markings on pole (See Section 4.09.2)	24	\$
Removal of Signs	25	\$
Additional Reporting Services - Per Pole		
Joint-Use Pole Attachment Audit (See Section 4.09.3)	26	\$
Disposal Services		
Disposal of MITC or equivalent fumigant Vials (Cost per Vial)	27	\$

[illegible]

SECTION I – INTRODUCTION

1.01 – SCOPE OF WORK

The City of Tacoma (City), Department of Public Utilities, Light Division (dba Tacoma Power) is soliciting proposals from qualified firms to provide Wood Pole Inspection, Treatment, and Reinforcement Services for a two-year term.

The intent of this Request for Proposals is to solicit the services of firms capable of providing Wood Pole Inspection, Treatment, and Reinforcement services ***of up to an estimated 5,000 wood poles per year*** as identified by Tacoma Power. The quantity or scope may be revised upwards or downwards, depending on budget constraints during the term of the contract. It is anticipated that one contract will be awarded; however, the City may at its option award more than one contract for these services.

The service provider will be expected to supply equipment, labor, and professional assistance to Tacoma Power as identified within this specification. Anticipated services may include but shall not be limited to:

1.02 – REQUIRED SERVICES

Qualified Respondents shall be capable of performing the following services:

- Inspect poles for broken material or hazardous conditions.
- Internal and external inspection of wood poles utilizing current industry practices.
- Internal and external treatment of wood poles with fumigants, pesticides and preservatives with appropriate application licenses. Licenses must be obtained prior to bid submission.
- Removal or painting over of “BO” or graffiti marking on pole.
- Structural strength evaluation of wood poles.
- Verifying pole serial number, if applicable
- Identify cutout material type (IE: porcelain, epoxy, etc:)
- Installation of pole numbers, guy guards.
- Installation of C-Truss reinforcement on poles found to be re-enforceable.
- Providing detailed reporting of inspection and treatment of each pole utilizing Microsoft Excel databases in such a form that is compatible with the City of Tacoma’s equipment record database.
- Digital image recording of poles.

1.02.1 – ASSIGNMENT OF WORK

- ❑ The majority of the work will be assigned by substation distribution circuit designation.
- ❑ A portion of the work will be assigned by transmission line naming convention.
- ❑ On a limited basis by immediate need, work will be identified by Tacoma Power staff.

1.02.2 – LOCATION OF WORK

The majority of the work will be assigned within Tacoma Power’s Distribution (Service) Area. A portion of the work will be assigned in areas of the Cushman Hydro project, Alder Dam and Joint Base Lewis-McChord. Access to these areas is possible with a full size vehicle. See Appendix #9 for a map of possible work locations within Tacoma Power’s service area.

1.02.3 – ESTIMATES OF WORK

Listed below are percentages of the type of pole inspections encountered during previous contracts. The figures were developed from past experience for Tacoma Power and are not a guarantee of the work to be performed during this contract.

- Visual Inspection 12%
- Sound and Bore (no excavation) 10%
- Partial Excavation 72%
- Full Excavation 6%

1.03 – ADDITIONAL SERVICES

Tacoma Power will consider and evaluate any additional services not explicitly mentioned in this RFP that will add quality or value to the proposal. Explanation of services and associated costs must be included with all additional service offerings.

1.04 – TERM OF CONTRACT

The term of the contract will be either 36 months from the effective date of the contract (See Section 3.05) or when budgeted funds for the project have been expended, whichever comes first.

1.04.1 – EXTENSION OF CONTRACT

A single one-year contract extension may be considered subject to mutual agreement between the Contractor and Tacoma Power. The extension will be at the same terms and conditions of the original contract. Rates for the extension term may be adjusted based upon the change in the Washington State prevailing wage rates per Section 2.01.2E.

1.05 – PRE-CONSTRUCTION MEETING

If requested by the Tacoma Power project manager the awarded Contractor will conduct an information session for Tacoma Power employees prior to the start of work. This session will cover the treatment products that Tacoma employees may encounter and identify any cautionary exposure risks.

1.06 - DEFINITIONS

For the purposes of this specification, the following definitions shall apply:

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

SECTION II – GENERAL INSTRUCTIONS

2.01 – SUBMITTAL OF PROPOSALS

Proposals must be emailed with the Specification number, Specification title, and Respondent name in the subject line, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda.

2.01.1 – ORGANIZATION OF PROPOSAL

The Respondent shall submit a proposal that clearly addresses their ability to provide the services as described in Section I “Introduction. This shall be accomplished by providing proposal content as requested in the following instructions.

Proposals shall be organized into the **eight (8) categories** listed below, so that essential information can be located easily during the evaluation process. The information required to be submitted by the Respondent within these categories is outlined in further detail throughout section 2.01.2. **The proposals shall be clearly organized and identified with labels and/or tabs for each category.**

- ☐ **Services to be Provided**
- ☐ **Experience and Qualifications**
- ☐ **Treatment Products to be Utilized**
- ☐ **Quality Control and Safety Program**
- ☐ **Key Personnel**
- ☐ **Pricing for Services**
- ☐ **Procedure Manuals**
- ☐ **Equity in Contracting Program**

2.01.2 – PROPOSAL CONTENT

In a clear and concise manner, RFP responses should address the specific information requested throughout section 2.01.2. Submittals will be evaluated as described in Section 3.01.

2.01.2A – SERVICES TO BE PROVIDED

Describe in detail the services that your firm will supply under this Contract. At a minimum, address the topics in the table below. See Technical Requirements Section VII for a further defined scope of work responsibilities.

The evaluation of this section will be based upon the assigned points in the table below.

Item	Description of Service	Evaluation Points Assigned
1	<p>Procedures for wood pole inspection and evaluation</p> <ul style="list-style-type: none">• Include operation and procedure manuals suitable for review. The information should provide an overview of the firm's	2

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	management policies and values toward workmanship.	
2	Processes for the application of treatments utilized during the course of work	2
3	Management and coordination of contract crews	2
4	Reporting and strength calculation methods <ul style="list-style-type: none"> • Include a copy of the pole strength evaluation method as described in Section 4.05.1A. 	2
5	Process of data collection	1
6	Impact of services on human health and the environment <ul style="list-style-type: none"> • Evaluation will be conducted in conjunction with Tacoma Power Environmental Compliance Specialist. 	1

2.01.2B – EXPERIENCE AND QUALIFICATIONS

Describe in detail your firm's experience and expertise in providing wood pole inspection, treatment, and reinforcement services.

Include a list of prior contracts that are similar in size and scope to that described in this specification. This information shall be provided using the "Contractors Record of Prior Contracts" form included in the Proposal Pages or in a similar format on company letterhead. A minimum of five (5) references must be included from utilities or companies that have contracted for wood pole inspection, treatment, and reinforcement services on cedar and fir species during the last five years. Contact names and telephone numbers shall be included for each reference. Experience with the City of Tacoma, including Tacoma Public Utilities, may be included for consideration.

Tacoma Power reserves the right to contact other references from any sources to solicit additional information.

2.01.2B.1 – ABILITY TO ACTIVELY PURSUE THE PROPOSED WORK

Include a statement that clearly articulates your firm's ability to accept responsibility for providing wood pole inspection, treatment, and reinforcement services and meeting Tacoma Power's timeframes in view of your current and projected workload.

2.01.2C – TREATMENT PRODUCTS TO BE UTILIZED

Provide information on the treatment products necessary to complete the work described in this specification. The documentation will be evaluated by Tacoma Power Environmental Compliance staff. At a minimum the following documentation should be included:

- Manufacturer instructions for the application of offered products.
- Full MSDS for each product is required. Toxicity of products may be considered.

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Wood Pole Inspection, Treatment and Reinforcement

- Performance testing results of the products and their method of application on fir and cedar poles. Reports conducted by a qualified independent evaluation laboratory may receive additional consideration.
- Documentation of the number years the proposed treatment products have been utilized by your firm.
- Environmental impact data.

2.01.2D – QUALITY CONTROL AND SAFETY PROGRAM

Include a copy of your firm's comprehensive safety and quality control programs that include the following items:

- 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.
- Process of quality control documentation.

Electronic documents are an acceptable format for the submittal of the information requested in this section.

2.01.2E – PRICING FOR SERVICES

Include the Proposal – Price Sheet in your proposal. Unit prices should be based on the parameters listed in Section IV "Technical Requirements."

2.01.2E.1 – PRICE ADJUSTMENTS

Requests for escalation of unit prices are limited to the percent change in the Consumer Price Index posted by the Bureau of Labor Statistics.

- A. Price escalation may be allowed on unit pricing on the anniversary date of the contract award.
- B. Contractor will be required to submit all proposed price escalation/de-escalation in writing to the Tacoma Power contract manager, 30 days prior to each contract period anniversary.
- C. In the event that the City and the Contractor cannot agree on an adjustment request, the City may terminate the contract.
- D. Price quotes shall remain firm for the life of the contract, with allowances for annual adjustments on labor line item rates (proposal line items 1-8) based on the Consumer Price Index, Seattle-Tacoma-Bellevue WA, All Urban Consumers, Services. Adjustments will be implemented on the anniversary date of the contract award. Reasonable care should be exercised in the preparation of this price list, as the estimates shall be a factor in evaluating proposals. However, awarding the contract will not be based on total costs alone.

2.01.2F – EQUITY IN CONTRACTING (EIC)

Indicate in this section of your proposal whether your firm, or the firm you are partnering with, is certified with Washington State for any of the categories below (note all that apply).

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)

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Wood Pole Inspection, Treatment and Reinforcement

- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

The EIC office has determined there is no reasonable opportunity for subcontracting to exist in this project. The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the TMC 1.07 Equity in Contracting Policy at the City's [Equity in Contracting Program website](#).

2.02 – CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See section 1.21 of the City of Tacoma "General Provisions."

2.03 – LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Participation in LEAP is not required for this project. However, contractors are encouraged to volunteer in the LEAP Program. Following are the LEAP Program goals:

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. It requires the prime contractor or service provider performing a 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) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works project or service contract. Contractors/vendors may obtain further information by contacting Deborah Trevorvow at 253-591-5590 or dtrevorrow@cityoftacoma.org. The LEAP and Workforce Programs coordinator can assist contractors /vendors in the recruitment of qualified candidates in meeting your workforce needs. The LEAP Office is located in the City's Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402.

2.04 – POST AWARD CONTACTS

Contact information will be provided after a contract is fully executed.

2.05 – INSURANCE AND BONDING

2.05.1 – PROOF OF INSURANCE

Any contract with the City of Tacoma resulting from this RFP will require a Certificate of Insurance meeting the requirements listed in City of Tacoma Insurance Requirements (Appendix #3). The document must certify the insurance coverage is in effect and will not be cancelled or materially changed without 30 days' written notice given to the City. The general comprehensive liability policy shall include an endorsement naming the City as an additional insured and stating that coverage under such policy is primary over any insurance the City may maintain.

2.05.2 – POSTING OF PERFORMANCE BOND

A performance bond, including power of attorney, is required in the amount of twenty-five percent (25%) of the contract total, excluding sales tax, prior to issuance of a contract. The City's bond form must be used.

Tacoma Power may elect to amend and increase the contract for additional work. In that event, the Contractor will be required to execute a contract amendment for the identified work and submit a new or supplemental performance bond securing twenty-five percent (25%) of the new contract amount.

2.05.3 – BOND IN-LIEU-OF RETAINAGE

At the option of the Contractor, a bond in lieu-of retainage may be used in lieu of the City holding retainage of five percent of the total contract value. The City's bond form must be used. The bond is required to be included with all contract documents upon inception of the contract and subsequent adjustments.

Tacoma Power may elect to amend and increase the contract for additional work. In that event, the Contractor will be required to execute a contract amendment for the identified work and submit a new or supplemental retainage bond securing five percent (5%) of the new contract amount.

2.06 – PROFESSIONAL SERVICES WARRANTY

The contract resulting from this RFP will contain a Professional Services Warranty clause. The awarded Contractor shall agree to the following terms or provide a warranty clause within their submittal that is similar in substance and intent.

- A. In the performance of services under this agreement, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by other Contractors rendering the same or similar type of service.
- B. If the Contractor intends to rely on information or data supplied by the City, City contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.
- C. The Contractor warrants its services/equipment under this agreement shall be generally suitable for the City's intended use of said services/equipment as expressed in this specification.

2.07 – PROPOSAL COSTS

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

2.08 – PROPOSALS – PUBLIC INFORMATION

Documents submitted under this specification are considered public records unless they fall within the exemptions noted in Section 2.02.

2.09 – RESPONDENT WARNING

Respondents are warned that any attempt to condition the proposal by inserting therein any exceptions to this RFP or any conditions, qualification, or additions which vary the terms of the proposal may result in the rejection thereof.

2.10 – INSERTIONS OF MATERIAL CONFLICTING WITH REQUEST FOR PROPOSALS

Only materials provided by the Respondent to meet requirements of this RFP will be considered in evaluation. The City of Tacoma will disregard any other material inserted or included by the Respondent.

2.11 – TERMINATION OF CONTRACT

The City shall have the right to cancel this contract upon 30 days written notice to the Contractor without cause.

2.12 – PREVAILING WAGES – ANNUAL FILING

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

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. Unless otherwise identified and approved by Tacoma Power, the workers under this proposal are classified under the heading of “Electricians – Powerline Construction” in accordance with WAC 296-127-01320.

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.

Please see Appendix #1 and #2 for additional details.

2.13 – COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Supplier’s performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor’s fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.14 – RESERVED RIGHTS

In addition to other rights in this RFP, the City reserves, holds, and may exercise at its sole discretion, the following rights and options:

- A. To supplement, amend, reduce, or otherwise modify this scope of work or cancel this RFP with or without substitution of another solicitation.
- B. To issue additional or subsequent solicitations.
- C. To conduct investigations of Respondents and their proposals, including inspection of their facilities.
- D. To seek partnerships between one or more Respondents.
- E. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose proposal conforming to this solicitation will be most advantageous to the City.
- F. To negotiate any rate/fee offered by a Respondent. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Respondent does not accept the City’s final offer, the City may, in its sole discretion, reject the proposal and start negotiations with other Respondents.
- G. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to the Respondent and either award to another Respondent or reject all proposals or cancel this solicitation.
- H. Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City’s best interest. In submitting a proposal, Respondents agree that the City is not liable for

any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this proposal.

2.15 – ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

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

2.16 – SUSTAINABILITY

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

- A. Pollutant releases
- B. Toxicity of materials used
- C. Waste generation
- D. Greenhouse gas emissions, including transportation of materials and services
- E. Recycle content
- F. Energy consumption
- G. Depletion of natural resources
- H. Potential impact on human health and the environment

The supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

SECTION III – RFP SELECTION AND AWARD PROCESS

Tacoma Power will evaluate and make a selection of the firm that best meets its needs as outlined in these specifications for Wood Pole Inspection, Treatment, and Reinforcement services. Additional services offered by Respondents will be considered in the evaluation.

3.01 – EVALUATION CRITERIA

- A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection is made.
- B. The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- C. The SAC may select one or more Respondents to provide the services required.
- D. The City may award to other than the highest ranked submittal or Respondent if the price submitted by the Respondent is more than the project estimate. Also, note that the inclusion of fees and charges as an evaluation factor does not require the City to select the Respondent submitting the lowest cost.
- E. A serious deficiency in any one criterion, including costs over the project estimate may be grounds for rejection.
- F. Each area of evaluation will be evaluated on a scale of 0 to 10. An evaluation designation of 10 would be the highest given in any area; however, the SAC is not required to give a score above a 0 in any area. The evaluation scores will be summed to determine the highest scoring proposal.
- G. The SAC reserves the right to request clarification of information at any time in the evaluation or award process. This action shall not be construed as negotiation or any indications to award. If called upon, the Respondent shall respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal.
- H. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.

Evaluation Criteria

Content Area	Section Reference	Weight	Points	Criteria Summary
Services to be Provided	2.01.2A	20%	0-10	Level of explicit detail as to the services to be provided.
Experience and Qualifications	2.01.2B	10%	0-10	Firm's past experience with wood pole and inspection services including past experience with similar scopes of work with other businesses of similar size.
Treatment Products to be Utilized	2.01.2C	15%	0-10	List of treatment products with technical documentation of composition and hazard designation.
QC and Safety Program	2.01.2D	5%	0-10	The depth and detail of the submitted quality control and safety program, as well as the thoroughness of the process, that will be utilized by the contractor during the term of the contract.
Pricing for Services	2.01.2E	45%	0-10	Pricing for services.
Equity in Contracting	2.01.2F	5%	10	Respondent, or a partnering firm, is certified with Washington State in any of the categories noted in the referenced section.

3.02 – INTERVIEWS AND/OR ORAL PRESENTATIONS AND DEMONSTRATIONS

- A. An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals. Respondents must be available to interview within three business days' notice.
- B. The City reserves all rights to begin contract negotiations without conducting interviews.

3.03 – AWARD NOTIFICATION

- A. After the Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.
- B. Once a finalist (or finalists) has been selected by the Selection Advisory Committee contract negotiations will begin. If a contract is successfully negotiated, it will be submitted for final approval by the Public Utility Board. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

3.04 – TACOMA POWER RIGHTS

Tacoma Power has the option to, retains the right to, and has the sole discretion to:

- A. Reject any and all proposals.
- B. Issue subsequent RFPs.
- C. Request that responders present further information in order to complete evaluations.

3.05 – AWARD OF CONTRACT

As described in this RFP, Tacoma Power will identify the Respondent(s) that best meet the criteria for selection. Respondents should identify in their responses any objections or exceptions to the Terms and Conditions contained in this RFP. Exceptions should be noted on the “Proposal – Conditions Sheet” or if an alternate format is chosen, the exceptions must be clearly listed on a separate sheet within your proposal. The submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

The “*Award Date of the Contract*” will commence following approval by the Public Utility Board, when the insurance documents have been accepted by the City of Tacoma, and all contract documents have been fully signed and executed by the Contractor(s) and the City of Tacoma.

3.05.1 – EXPANSION CLAUSE

Any resultant Contract 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 established in writing. Contractor profit margins are not to increase as a result of Contract additions.

3.06 – COMMENCEMENT OF WORK

The Contractor shall be able to perform work in the contract within thirty (30) calendar days after the date of the initiation of the contract.

Note that the work under this contract may not be continuous, and several months may go by before more work may be available.

SECTION IV – TECHNICAL REQUIREMENTS

The requirements below reflect the minimum expectations of Tacoma Power for the inspection and treatment of wood poles per this RFP. Poles identified by Tacoma Power for inspection shall be:

Work to Perform	Pole Group
<ul style="list-style-type: none">• Visual Inspection	All Poles
<ul style="list-style-type: none">• Sound and bore for internal inspection	Poles greater than 10 years of age, unless otherwise inspected and tagged within last 8 years (double circuit or underbuild/overbuild)
<ul style="list-style-type: none">• Excavated and inspected beneath ground-line, when necessary and possible	Poles greater than 10 years of age, unless otherwise inspected and tagged within last 8 years (double circuit or underbuild/overbuild)

4.01 – VISUAL INSPECTION AND IDENTIFICATION

All poles identified by Tacoma Power for inspection shall be visually inspected from the ground-line to the top of the pole. Per Section 4.01.3 the visual inspection shall include obtaining digital images.

4.01.1 – POLE INSPECTION

The characteristics of the wood pole shall be documented and a data report submitted per the requirements of Section 5.02.2A.

4.01.2 – EQUIPMENT AND MATERIAL INSPECTION

The condition of the following equipment and material on the inspected poles shall be noted and documented if found to be substandard, broken, chipped, missing, or loose:

- Insulators
- Pins
- Cutouts
- Crossarms and Braces
- Leaking Transformer
- Ground wire integrity
- Pole Tops

4.01.3 – DIGITAL IMAGES

High quality color digital images supplied by the Contractor shall be of suitable quality that specific elements of the pole and associated attachments are clearly identifiable. A minimum of two photos are required per pole. One photo providing representation of the entire pole and a second close up taken from a different angle to capture the construction features of the pole. Sample digital images shall be provided with proposals that demonstrate the quality of the image. The images shall be provided in jpg or tiff format.

4.02 – SOUNDING AND BORING

All poles greater than 10 years in age identified by Tacoma Power for inspection shall be sounded. The inspector shall bore each pole identified by Tacoma Power for inspection. Additional holes shall be bored as required.

4.02.1 – SOUNDING OF POLES

All poles shall be sounded with an approved hammer from ground level to a minimum height of approximately seven (7) feet above grade, in order to locate exterior decay or interior pockets of decay. Sounding shall be on at least two sides of the pole in 1 to 2 foot intervals.

4.02.2 – BORING PATTERN

As required, inspection holes shall be made with an inspection bit of appropriate size to inspect the pole and insert treatment.

- The holes shall be at 45° angles to the surface of the wood and extend to the pith of the pole.
- Inspection and treatment holes should not intercept areas of splitting, checking, etc., from which the treatment could escape.

Requirement	Dimension
Diameter of hole	As appropriate
Angle of hole from vertical	45° minimum
Vertical Spacing	12 to 16 inches
Horizontal Separation	90° to 120°

4.02.2A – HOLE LOCATIONS

Requirements	Specifics		
Start of Drilling Pattern	Poles excavated and chipped		All others
	18" below ground-line**		At ground line
End of Drilling Pattern	4 feet above ground-line		
Spacing	The holes will be spiraled around the pole and spaced as evenly as possible. No two holes shall be drilled in the same plane.		
	Poles excavated and chipped (+/- 2")		All others (+/- 2")
	<ul style="list-style-type: none"> • -15 inches* • ground-line 	<ul style="list-style-type: none"> • + 15 inches • + 30 inches • + 45 inches 	<ul style="list-style-type: none"> • ground-line* • + 15 inches • + 30 inches • + 45 inches

**** NEAR OR BELOW THE WIDEST CHECK**

4.02.2B – MEASURING SHELL THICKNESS

All holes shall be probed with a shell thickness indicator of a type approved by Tacoma Power. The minimum and average shell thickness measured shall be documented.

4.02.3 - TREATMENT OF INSPECTION HOLES

Inspection-holes shall be treated with a treatment system approved by Tacoma Power. The proposal shall include the type of treatment and delivery system.

4.02.3A – POLES WITH INTERNAL DECAY

Poles with internal decay shall be treated as described below in section 4.04. A **minimum of 2 inches** of average shell thickness is required.

4.02.3B – PLUGGING OF BORE HOLES

All bore-holes shall be plugged with plastic removable plugs. Plugs shall be driven into the bored holes until flush with the pole surface.

4.02.3C – PRE-TREATED POLES

Where poles have been previously bored the inspector shall re-drill the initial holes and extract the original plugs to avoid creating additional holes in the pole. Metallic treatment containers shall be removed from bored holes and disposed of properly, as required.

4.03 – EXCAVATION AND EXTERNAL INSPECTION BELOW GROUND-LINE

The following steps shall be followed while inspecting wood poles that are older than 10 years old, or all other poles that show decay at or near the ground-line.

Step	Action						
1	Where practical and safe, each pole shall be partially excavated, using hand tools, in the area of the largest check of the pole at ground-line. <ul style="list-style-type: none">If surface decay is found with partial excavation a full excavation shall be performed. This will result in soil removal all the way around the pole.						
	<table><tr><th>Excavation</th><th>Dimension</th></tr><tr><td>Minimum Depth, measured from the downward slope side</td><td>18"</td></tr><tr><td>Minimum Width at bottom of excavation</td><td>4"</td></tr></table>	Excavation	Dimension	Minimum Depth, measured from the downward slope side	18"	Minimum Width at bottom of excavation	4"
	Excavation	Dimension					
	Minimum Depth, measured from the downward slope side	18"					
Minimum Width at bottom of excavation	4"						
2	Perform inspection for internal decay as described in Section 4.02.2						
3	Prior to backfill the surface of the pole shall be cleaned and the circumference of the pole at ground-line is measured and documented.						
4	The surface is treated with an approved pesticide that is applied in a paste form and covered with a suitable barrier material.						

4.03.1 – HANDLING OF EXCAVATED SOIL

The soil removed shall be placed on a tarp or within a container to minimize impact to surrounding landscaping or paved surface.

4.03.2 – CLEANING OF SURFACE

A wire brush or check scraper shall be used to clean the below ground portion of the pole to locate exterior decay.

4.03.2A – CHIPPING

All overhanging and/or loose and/or weathered wood is to be chipped off from its lowest point to 6" above ground level. All exterior decay shall be removed from the treatment zone.

4.03.2B – SOUND WOOD

No visually sound wood is to be removed from the stem of the pole unless essential to re-inspection and/or treatment.

4.03.2C – REMOVED MATERIAL

All loose shavings, wood chips, and decayed pieces of wood are to be removed from the hole and surrounding area and disposed of properly by the Contractor.

4.03.3 – MEASUREMENT OF CIRCUMFERENCE

After removal of any material from the surface of the pole a measurement of the circumference of the pole shall be made and documented. Any poles found with remaining strength lower than required remaining strength based on pole loadings shall be brought to the immediate attention of Tacoma Power.

4.03.4 – EXTERNAL TREATMENT

The external treatment shall be a wood preservative approved by Tacoma Power.

4.03.4A – APPLICATION OF TREATMENT

The application of the treatment shall be, as approved by Tacoma Power, as submitted by the Contractor.

4.03.4B – APPROVED POLE WRAP

A shield moisture barrier of plastic-backed Kraft paper that is approved for wrapping preservatives, or other material approved by the City, shall be applied.

4.03.4C – LIMITATIONS TO EXTERNAL TREATMENT

The following are limitations to external treatment:

- Poles located in fields where livestock are kept or near water shall not be externally treated above the ground level.
- Poles that upon inspection are identified to be rejected and are not selected for reinforcement.
- Other environmentally sensitive areas as identified by Tacoma Power.

4.03.5 – BACKFILL OF EXCAVATION

The excavation shall be backfilled, using hand tools, in 6-inch lifts with the soil removed from around the pole, unless otherwise specified. Each lift is to be tamped sufficiently so as to avoid subsequent settling.

4.04 – INTERNAL DECAY TREATMENT

4.04.1 – FUNGAL DECAY

Poles found to have internal fungal decay shall have the area of decay treated as follows:

4.04.1A – APPROVED INTERNAL DECAY TREATMENT

The internal decay treatment shall be a wood preservative solution approved by Tacoma Power.

4.04.1B – APPLICATION OF TREATMENT

The treatment shall be applied as required by the manufacturer of the treatment and as approved by Tacoma Power.

4.04.1B.1 – BELOW GROUND-LINE DECAY

Treatment shall be deposited above advanced internal decay in solid wood when the decay is below the ground-line.

4.04.1B.2 – ABOVE GROUND-LINE DECAY

Treatment shall be deposited above and below advanced internal decay in solid wood.

4.04.2 – TREATMENT FOR INSECT DAMAGE

Ant and termite treatment shall consist of locating the top gallery of interconnected galleries or chambers by boring holes into the pole.

4.04.2A - TREATMENT APPLICATION

Inspection holes shall be bored above and below the galleries and approved treatment applied.

4.04.2B – INSECTICIDE APPLICATION

An approved Insecticide/preservative solution shall then be pumped into the galleries as required by the manufacturer of the treatment and as approved by Tacoma Power.

4.05 – REINFORCEMENT EVALUATION AND C-TRUSS INSTALLATION

Poles that have been rejected and selected for reinforcement shall be reviewed and approved for strengthening by Tacoma Power. Poles selected for reinforcement will be eligible for preservative treatment. Upon approval for strengthening the Contractor shall proceed with installing the appropriate metal truss reinforcement.

- **Poles 35 feet and under will not be selected for reinforcement.**

4.05.1 – APPLICATION OF TRUSS REINFORCEMENT

The application of the reinforcement shall follow the steps listed below:

Step	Action
1	Utilize the Test and Treat Contractors' engineering method to determine the required reinforced pole strength for the tensions and loadings of poles to be stubbed. Calculation is made with the assumption that the pole has no remaining strength at the ground level.
2	Appropriate metal truss is selected (length, width, and depth) and the amount of banding is determined.
3	Pole is treated and wrapped when necessary.
4	The truss is driven in place to the appropriate depth and banded.

4.05.1A – APPROVED ENGINEERING METHOD

The method to determine the remaining strength of the pole and the required truss shall include the following characteristics:

- Incorporate applicable standards such as:
 - ANSI Standard C2-2017 – NESC
 - ANSI Standard O5.1 -2002 – Specifications and Dimensions for Wood Poles
 - ASTM Standards for stubbing and banding materials
- Account for all loads as attachment on the pole per ANSI Standard C2-2012 – NESC – Sections 24 thru 27
- Methodology must be approved by Tacoma Power Transmission & Distribution Engineering Section
 - Copies of sample reports and additional supporting documentation are required in the submission of the proposal for review by Tacoma Power.

4.05.2 – MOBILIZATION FOR EMERGENCY (NON-SCHEDULED) REINFORCEMENT

Mobilization charges for emergency reinforcement services shall be bid as a flat rate that includes mobilization and demobilization to and from the Tacoma Power service area. The mobilization charge would be a one-time fee per assignment of work. This could include assignments of work that extend multiple days and include various work locations within the Tacoma Power service territory. Refer to Appendix #9 for service territory map.

4.05.3 – MOBILIZATION FOR NON-EMERGENCY (SCHEDULED) REINFORCEMENT

Mobilization charges for non-emergency reinforcement services shall be bid as a flat rate that includes mobilization and demobilization to and from the Tacoma Power service area. The mobilization charge would be a one-time fee per assignment of work. This could include assignments of work that extend multiple days and include various work locations within the Tacoma Power service territory. Refer to Appendix #9 for service territory map.

4.06 – REJECTION CRITERIA

Poles upon inspection shall be identified as rejected per the following criteria:

- ❑ Poles that have less % Remaining Strength than the required % Remaining Strength when compared to the percentage of Pole Capacity based on Actual Pole Loadings.
- ❑ Average shell thickness less than 2 inches.
- ❑ Pole tops with a rating of 1, and possibly a rating of 4 according to the table below, as observed from the ground, with 10 power binoculars.

Observed Decay for Pole Tops should be rated by the following scale for all wood type and construction type, as inspected with 10 power binoculars:

Rating	Description
10	Pole top is in excellent condition, no signs of degradation or decay, no checks, cracks or bird holes apparent.
7	Pole top is in fair condition. Normal signs of degradation, based on pole age. 1 or 2 minor checks or cracks visible, extending less than 6 inches each. No bird holes visible. Minor decay showing.
4	Pole top is in poor condition. Higher than normal degradation, based on pole age. 2 or 3 checks or cracks visible, extending up to 10 inches each. Bird hole visible. Pole top loadings (construction type, strains, guys) used to determine pole top strength needed exceeds pole top remaining strength. Consider reject pole based on rejection criteria listed in Section 4.06.1
1	Pole top is in bad condition. Severely dilapidated condition, parts of pole top missing. Can see sky through pole from more than one angle. 2 or more checks or cracks visible, extending 12 inches or more each. Multiple bird holes visible. Pole top loadings (construction type, strains, guys) used to determine pole top strength needed exceed pole top remaining strength; reject pole.

4.06.1 – PRIORITIZATION OF REJECTION CRITERIA

Priority Level	Pole ≤60' Above Grade		Pole ≥60' Above Grade		Locations	Pole Top Rating
	(Rule 250B – Medium Load Condition) Calculated % Remaining Strength (including shell thickness and shell circumference)	% Remaining Load Capacity (including strain, guys, equipment, attachments, etc.)	(Rule 250C & D – Medium Load Condition) Calculated % Remaining Strength (including shell thickness and shell circumference)	% Remaining Load Capacity (including strain, guys, equipment, attachments, etc.)		
Priority 1 – Replace Immediately	%RS<40%, regardless of other criteria %RS=<66% with side strain	%RLC<10%	%RS<50%, regardless of other criteria %RS=<75% with side strain	%RLC<20%	Critical (Schools, Highway & Railroad Crossings, Waterways)	1
Priority 2** – Replace in 1 year	<66%	%RLC between 10% and 20%	<75%	%RLC between 20% and 30%	Non critical	4
Priority 3 – Replace in 2 years	<70%	%RLC between 20% and 30%	<80%	%RLC between 30% and 40%	Non critical	4

Reference: ANSI – O5.1; Table 1 (PSI) & NESC – Section 26; Table 261-1

****IF THERE ARE MULTIPLE PRIORITY 2 POLES IN A ROW THAT HAVE LOW REMAINING STRENGTH, REPRIORITIZE TO PRIORITY 1**

4.07 – WORK TASKS NOT INCLUDED

The following work tasks **are not** included in the scope of work for this project.

- A. Treatment of poles not owned by Tacoma Power (e.g., owned by customers or other utility companies) is not considered part of this project and will not be paid by Tacoma Power. If the Contractor is unsure of pole ownership, contact should be made with the Tacoma Power project manager for clarification. If treatment and billing occurs on a pole that is not owned by Tacoma Power, reimbursement will be requested from the Contractor.
 - **Poles with a meter base are considered customer owned.**
- B. Inspection or treatment of laminated wood poles will not be included in the scope of this project.
- C. Treatment products are not to be applied within pole surface areas that have received a “through- bore” pattern as part of the original preservative treatment process.

4.08 – WORK AUDIT

Tacoma Power will audit the work with a Contractor representative. Initially every 1000 poles inspected, treated, and/or reinforced 10% (100 poles) will be selected for audit. The audit will review the quality of the work performed by the Contractor based on the requirements of this RFP and the proposal submitted by the Contractor. Any chronic problems identified by the audit will require timely correction by the Contractor. Tacoma Power reserves the right to increase or decrease the frequency of the audits based on the documented performance of the Contractor.

4.09 – ADDITIONAL SERVICES

4.09.1 – POLE NUMBERING

The Contractor will install the designated pole number on the pole with tags and brackets supplied by Tacoma Power. The Contractor will:

- ✓ Insert and secure the numbers into the bracket, and
- ✓ Nail the assembly onto the pole not less than eight (8) feet above existing grade.

4.09.2 – REMOVAL OF PAINTED DESIGNATION FROM POLE

- The Contractor shall submit a plan to address the removal or covering of the designation of “BO” in white paint from pole. The removal would only apply to poles that have been treated.
- Tacoma Power may request the additional services of the removal or covering of graffiti from wood poles.

4.09.3 – JOINT USE POLE ATTACHMENT AUDIT

During the course of work Tacoma Power may request the additional service of a pole audit field survey. It is anticipated that this service will be utilized on an infrequent basis. The purpose of this activity is to capture and document third party joint-use information. Services will include documentation of foreign attachments, pole attributes and digital images per Section 4.01.3. Data will be collected electronically per Section 5.02.1.

4.10 – NOTIFICATION

The Contractor must promptly notify the Tacoma Power project manager or their designee of any situations that constitute a clear and present danger to persons or property. In addition any circumstance that requires the assistance of Tacoma Power personnel such as difficulties with access to the pole, requirements for vegetation removal etc., shall be promptly reported.

SECTION V – ON-SITE LABELING AND REPORTING

At a minimum, Tacoma Power requires the following tagging procedures for poles that have been treated and/or tested.

5.01 – TAG REQUIREMENTS

The tags shall include the following:

- Name of Inspection company
- Year inspected
- Type of treatment

5.01.1 – LOCATION OF TAGS

The tag(s) should be placed a minimum of eight (8) feet above existing grade or higher, if possible, and located so as to be most visible from the nearest access road.

5.01.2 – TAG MATERIAL

The tag shall be constructed of weather resistant aluminum and all information shall be embossed on the tag.

5.01.3 – TAG INSTALLATION

The tag shall be installed with a single aluminum nail that is located so as not to obscure the information on the tag.

5.02 – DATA COLLECTION

5.02.1 – FIELD DATA COLLECTION

The Contractor shall enter all report data collected into a computer/PDA device at the job site. Hand written field reports are not acceptable.

5.02.2 – REPORT SOFTWARE

All reports provided to Tacoma Power shall be computer generated in Microsoft Excel 2016 format or newer (or as approved by Tacoma Power). Tacoma Power will provide a template to the Contractor for their use. The format will be as shown in the following section or slightly modified.

5.02.2A – SITE DATA

The following information is required per pole site. This data must be submitted per the template supplied by Tacoma Power.

- | | |
|----------------------------------|--|
| ➤ SAP Notification No. | ➤ Existing Reinforcement |
| ➤ Pole Number | ➤ Ground-line Circumference |
| ➤ Equipment No. | ➤ Shell Thickness |
| ➤ Circuit Name | ➤ Estimated Remaining Strength @ Ground-line |
| ➤ Location coordinates | ➤ Pole Ground Integrity |
| ➤ Date of Treatment & Inspection | ➤ Pole Top Integrity |
| ➤ Pole Length | ➤ Crossarm Integrity |
| ➤ Pole Class | ➤ Shell Rot Depth |
| ➤ Species | ➤ Physical Damage |
| ➤ Construction Year of Pole | ➤ Woodpecker Damage |
| ➤ Manufacturer | ➤ Guy Marker Installation |
| ➤ Original Treatment | ➤ Removal of "BO" from pole |
| ➤ Reject | ➤ Installation of Pole Number |
| ➤ Reject / Re-enforceable | ➤ Pole Not Inspected |
| ➤ Reject / Priority | ➤ Comments |
| ➤ Pole Wrap | ➤ Inspection Type |
| ➤ Fumigant (# of Vials) | ➤ Serial Number |
| ➤ Internal Flood | ➤ Cutout Type |
| ➤ Insecticide | |

▼	SAP Notification
▼	Pole #
▼	Equipment #
▼	Circuit Name
▼	X Coordinates
▼	Y Coordinates
▼	Date of Treatment / Inspection
▼	Pole Length (ft.)
▼	Pole Class
▼	Species
▼	Construction Year of Pole
▼	Manufacturer
▼	Original Treatment
▼	Reject
▼	Reject / Re-enforceable
▼	Reject / Priority
▼	Pole Wrap Numerical
▼	Pole Wrap
▼	Fumigant (# of Vials)
▼	Internal Flood Numerical
▼	Internal Flood
▼	Insecticide Numerical
▼	Insecticide
▼	Existing Reinforcement Numerical
▼	Existing Reinforcement
▼	Groundline Circumference (in.)
▼	Shell Thickness (in.)
▼	Estimated Remaining Strength @ Groundline (%)
▼	Pole Ground Integrity Numerical
▼	Pole Ground Integrity
▼	Pole Top Integrity Numerical
▼	Pole Top Integrity
▼	Crossarm Integrity Numerical
▼	Crossarm Integrity
▼	Shell Rot - Depth (in.)
▼	Physical Damage Numerical
▼	Physical Damage
▼	Woodpecker Damage Numerical
▼	Woodpecker Damage
▼	Guy Marker Installation
▼	Removal of "BO" from Pole
▼	Install Pole Number
▼	Pole Not Inspected
▼	Comments (field limited to 70 characters)
▼	Comments 2 (field limited to 70 characters)
▼	Pole Serial Number
▼	Cutout Type

5.03 – ANNUAL WORK SUMMARY REPORT

Prior to the start of work, samples of summary reports must be submitted and approved by the Tacoma Power Project Manager.

The following information is required for the annual work summary report:

- Trending of Inspected Poles -
 - Reject pole only: Age versus type of failure (based on 4.06 rejection criteria categories: Average shell thickness failure, shell rot/internal decay failure, shell circumference failure, pole top failure)
 - Remaining strength (other than pole top), for total inspected population
 - Breakdown of Reject Priority
 - Percentage of reject poles based on total inspected population
 - Reject pole only: Breakdown of Manufacturer of pole
- Reporting of the cumulative total of work performed from the initiation of the project.

5.04 – INVOICING

Invoices shall be submitted to the Project Manager or as otherwise directed. The invoices shall be submitted in a format that is straightforward and meets with the approval of the Project Manager. Specific submittal information will be provided after award. Invoices shall be separated, totaled and submitted upon the completion of each circuit assigned to be inspected and treated. Partial invoices are not acceptable. With each invoice the chargeable items shall be listed and the individual pole numbers included.

- 1) Inspected and Treated
- 2) Inspected, Rejected, and Identified as Reinforceable
- 3) Inspected and Rejected
- 4) Reinforced and Treated

5.04.1 – FORMAT OF INVOICES

The format shall include the following:

- List the sum of work tasks for the billing period grouped into categories of work as shown in section 5.02.2A. The categories of work will be assigned item numbers as shown in Section 5.04 above. Any additional work categories beyond those listed will be assigned an additional number.
- Include the Tacoma Power pole numbers for which the work is being billed under each Item number listed in the Invoice.

5.04.2 – SITE DATA AND DIGITAL IMAGES EXCHANGE

Site data in the format required in Sections 5.02.2 and 4.01.3 will be furnished on a CD(s) or DVD(s) and included with the invoice for each circuit. Each CD or DVD shall be clearly dated and labeled as to the assigned circuit that is submitted for invoicing.

In conjunction with Section 3.13 of the General Provisions, the following table shows the steps for close out procedures and 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 (See Appendix #13)
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 Contractor's 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

5	<ul style="list-style-type: none">▪ Department of Revenue▪ Employment Security Department
	<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.

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
2. Bankruptcy. If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. Notice. In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

2.15 PACKING SLIPS AND INVOICES

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

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

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

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE 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(I), 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.

APPENDIX #1

PREVAILING WAGE RATES

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

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

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

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

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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

APPENDIX #2

INTENT & AFFIDAVIT INFORMATION FOR 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.

APPENDIX #3

CONTRACT SAMPLE

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("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. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 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.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

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.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample

APPENDIX #4

INSURANCE REQUIREMENTS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.7 Pollution Liability Insurance

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

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

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

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.8 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:

4.8.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.8.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.9 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.

4.10 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).

APPENDIX #5

PERFORMANCE BOND SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

APPENDIX #6

BOND IN LIEU OF RETAINAGE 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 Obligee 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 Obligee harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligee 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 Obligee, 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_____.

Approved as to form:

Principal: **Vendor Legal Name**

Deputy City Attorney

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

APPENDIX #7

PAYMENT BOND



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 #8

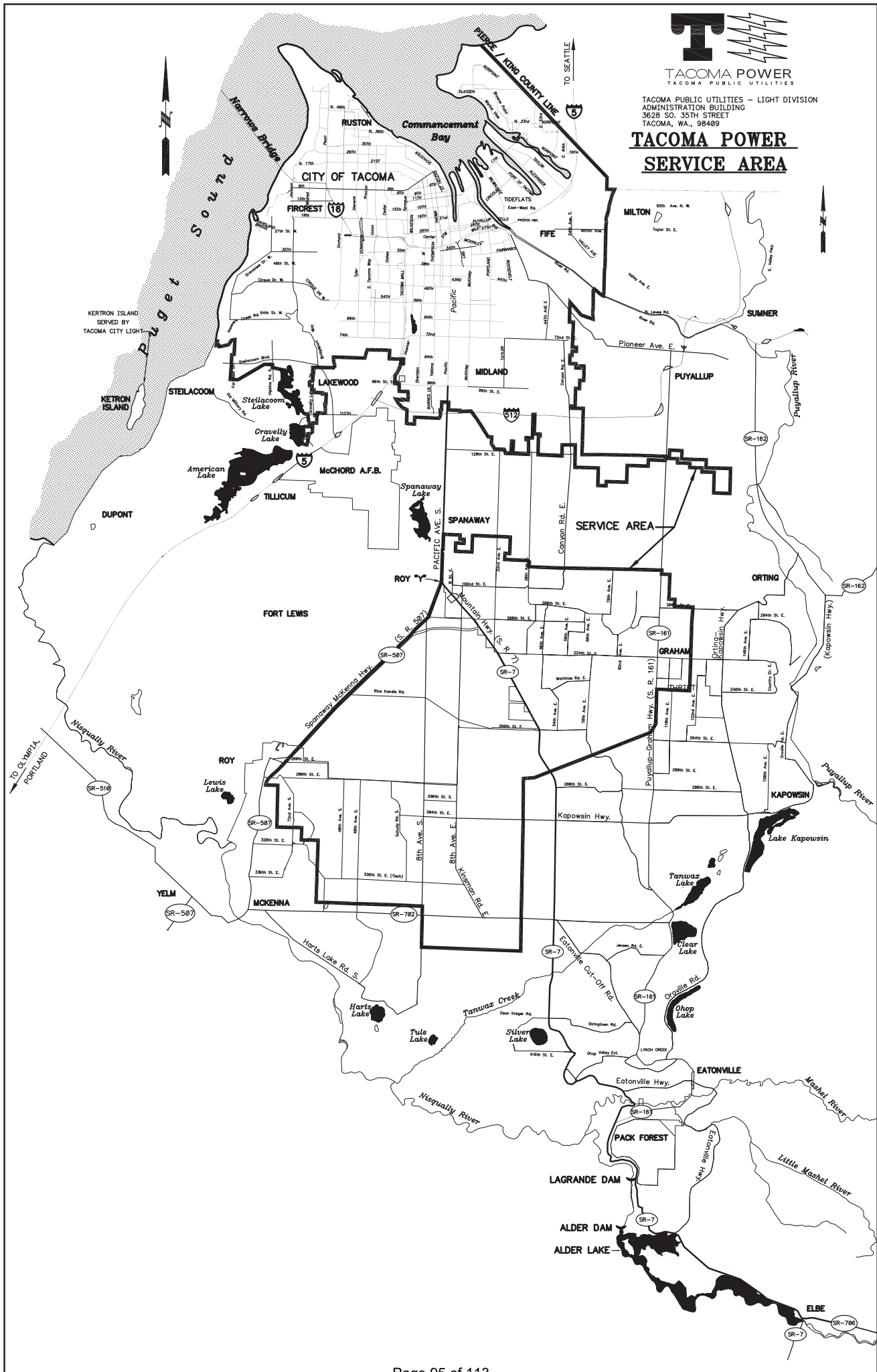
TACOMA POWER SERVICE AREA



TACOMA POWER
TACOMA PUBLIC UTILITIES

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

TACOMA POWER SERVICE AREA



APPENDIX #9

EXAMPLE **PRICE SCHEDULE OF C-TRUSS** **REINFORCEMENT**

The following information should be included in your Proposal as part of Section 2.01.2E "Pricing for Services."

POLE LENGTH	POLE CLASS									
	H3	H2	H1	1	2	3	4	5	6	7
30				\$	\$	\$	\$	\$	\$	\$
35				\$	\$	\$	\$	\$	\$	\$
40				\$	\$	\$	\$	\$	\$	
45				\$	\$	\$	\$	\$	\$	
50				\$	\$	\$	\$	\$		
55				\$	\$	\$	\$			
60				\$	\$	\$	\$			
65	\$	\$	\$	\$	\$	\$	\$			
70	\$	\$	\$	\$	\$	\$	\$			
75	\$	\$	\$	\$	\$	\$				
80	\$	\$	\$	\$	\$	\$				
85	\$	\$	\$	\$	\$	\$				
90	\$	\$	\$	\$						
95	\$	\$	\$	\$						
100	\$	\$	\$	\$						

APPENDIX #10

TACOMA POWER CONSTRUCTION STANDARD

A-OH-1100 - DISTRIBUTION WOOD POLES

Distribution Wood Poles

A-OH-1100

Application

Used to support overhead distribution conductors and devices. All new distribution poles are Western Red Cedar, butt treated with copper naphthenate or pentachlorophenol.

Construction Unit Materials (35' thru 45' Poles)

Figure	Construction Unit	CU ID										
A	35' Wood Pole, Class 4*	PLW35CL4	■									
A	35' Wood Pole, Class 3*	PLW35CL3		■								
A	35' Wood Pole, Class 2	PLW35CL2			■							
A	40' Wood Pole, Class 2	PLW40CL2				■						
A	40' Wood Pole, Class 1*	PLW40CL1					■					
A	40' Wood Pole, Class H1*	PLW40CLH1						■				
A	45' Wood Pole, Class 2	PLW45CL2							■			
A	45' Wood Pole, Class 1*	PLW45CL1								■		
A	45' Wood Pole, Class H1*	PLW45CLH1									■	
A	45' Wood Pole, Class H2*	PLW45CLH2										■

* Special order only

Item #	Material / Construction Unit	MID / CU ID	Quantity									
1	Wood Pole, 35 foot, Class 4	20427	1									
1	Wood Pole, 35 foot, Class 3	20426		1								
1	Wood Pole, 35 foot, Class 2	20425			1							
1	Wood Pole, 40 foot, Class 2	20428				1						
1	Wood Pole, 40 foot, Class 1	20429					1					
1	Wood Pole, 40 foot, Class H1	20430						1				
1	Wood Pole, 45 foot, Class 2	20431							1			
1	Wood Pole, 45 foot, Class 1	20432								1		
1	Wood Pole, 45 foot, Class H1	20433									1	
1	Wood Pole, 45 foot, Class H2	20434										1
2	Tag Holder *	20008	1	1	1	1	1	1	1	1	1	1
3	Wire, #4 Copper-Clad, Bare, Solid (ft)**	52230	FC	FC	FC	FC	FC	FC	FC	FC	FC	FC
4	Connector, Crimpit	FC	1	1	1	1	1	1	1	1	1	1
5	Molding, Plastic, 1/2" x 1/2" x 8'	34836	1	1	1	1	1	1	1	1	1	1
6	Staples, 1/2" Molding	44448	FC	FC	FC	FC	FC	FC	FC	FC	FC	FC
7	Plate, Cu, Grounding, w/Connector	41132	1	1	1	1	1	1	1	1	1	1
8	Cap, Pole 19 inch	52980	1	1	1	1	1	1	1	1	1	1
9	Tag, Ground Wire	58320	1	1	1	1	1	1	1	1	1	1

* 1" poly tags MID# 20998 thru 21009 for pole number

** #4 Copper-Clad, Bare, Solid = .116lbs/ft

Construction Unit Materials (50' thru 55' Poles)

<u>Distribution Wood Poles</u>									
Figure	Construction Unit	CU ID							
A	50' Wood Pole, Class 2	PLW50CL2	■						
A	50' Wood Pole, Class 1*	PLW50CL1		■					
A	50' Wood Pole, Class H1*	PLW50CLH1			■				
A	50' Wood Pole, Class H2*	PLW50CLH2				■			
A	55' Wood Pole, Class 2	PLW55CL2					■		
A	55' Wood Pole, Class 1*	PLW55CL1						■	
A	55' Wood Pole, Class H1*	PLW55CLH1							■
A	55' Wood Pole, Class H2*	PLW55CLH2							■

* Special order only

Item #	Material / Construction Unit	MID / CU ID	Quantity						
1	Wood Pole, 50 foot, Class 2	20435	1						
1	Wood Pole, 50 foot, Class 1	20436		1					
1	Wood Pole, 50 foot, Class H1	20437			1				
1	Wood Pole, 50 foot, Class H2	20438				1			
1	Wood Pole, 55 foot, Class 2	20440					1		
1	Wood Pole, 55 foot, Class 1	20439						1	
1	Wood Pole, 55 foot, Class H1	20441							1
1	Wood Pole, 55 foot, Class H2	20442							1
2	Tag Holder *	20008	1	1	1	1	1	1	1
3	Wire, #4 Copper-Clad, Bare, Solid (ft)**	52230	FC	FC	FC	FC	FC	FC	FC
4	Connector, Crimpit	FC	1	1	1	1	1	1	1
5	Molding, Plastic, 1/2" x 1/2" x 8'	34836	1	1	1	1	1	1	1
6	Staples, 1/2" Molding	44448	FC	FC	FC	FC	FC	FC	FC
7	Plate, Cu, Grounding, w/Connector	41132	1	1	1	1	1	1	1
8	Cap, Pole 19 inch	52980	1	1	1	1	1	1	1
9	Tag, Ground Wire	58320	1	1	1	1	1	1	1

* 1" poly tags MID# 20998 thru 21009 for pole number

** #4 Copper-Clad, Bare, Solid = .116lbs/ft

Distribution Wood Poles

A-OH-1100

Construction Unit Materials (60' Poles)

Distribution Wood Poles

Figure	Construction Unit	CU ID				
A	60' Wood Pole, Class 2	PLW60CL2	■			
A	60' Wood Pole, Class 1*	PLW60CL1		■		
A	60' Wood Pole, Class H1*	PLW60CLH1			■	
A	60' Wood Pole, Class H2*	PLW60CLH2				■

* Special order only

Item #	Material / Construction Unit	MID / CU ID	Quantity			
1	Wood Pole, 60 foot, Class 2	20444	1			
1	Wood Pole, 60 foot, Class 1	20443		1		
1	Wood Pole, 60 foot, Class H1	20445			1	
1	Wood Pole, 60 foot, Class H2	20446				1
2	Tag Holder *	20008	1	1	1	1
3	Wire, #4 Copper-Clad, Bare, Solid (ft)**	52230	FC	FC	FC	FC
4	Connector, Crimpit	FC	1	1	1	1
5	Molding, Plastic, 1/2" x 1/2" x 8'	34836	1	1	1	1
6	Staples, 1/2" Molding	44448	FC	FC	FC	FC
7	Plate, Cu, Grounding, w/Connector	41132	1	1	1	1
8	Cap, Pole 19 inch	52980	1	1	1	1
9	Tag, Ground Wire	58320	1	1	1	1

* 1" poly tags MID# 20998 thru 21009 for pole number

** #4 Copper-Clad, Bare, Solid = .116lbs/ft

Construction Notes

- All pole holes will be field drilled
- In the 13.8kV system, the pole bond may stop at ground line until a transformer, or other equipment, is installed.
- Avoid placing pole ground in climbing space

Weight of Western Red Cedar Poles (lbs)

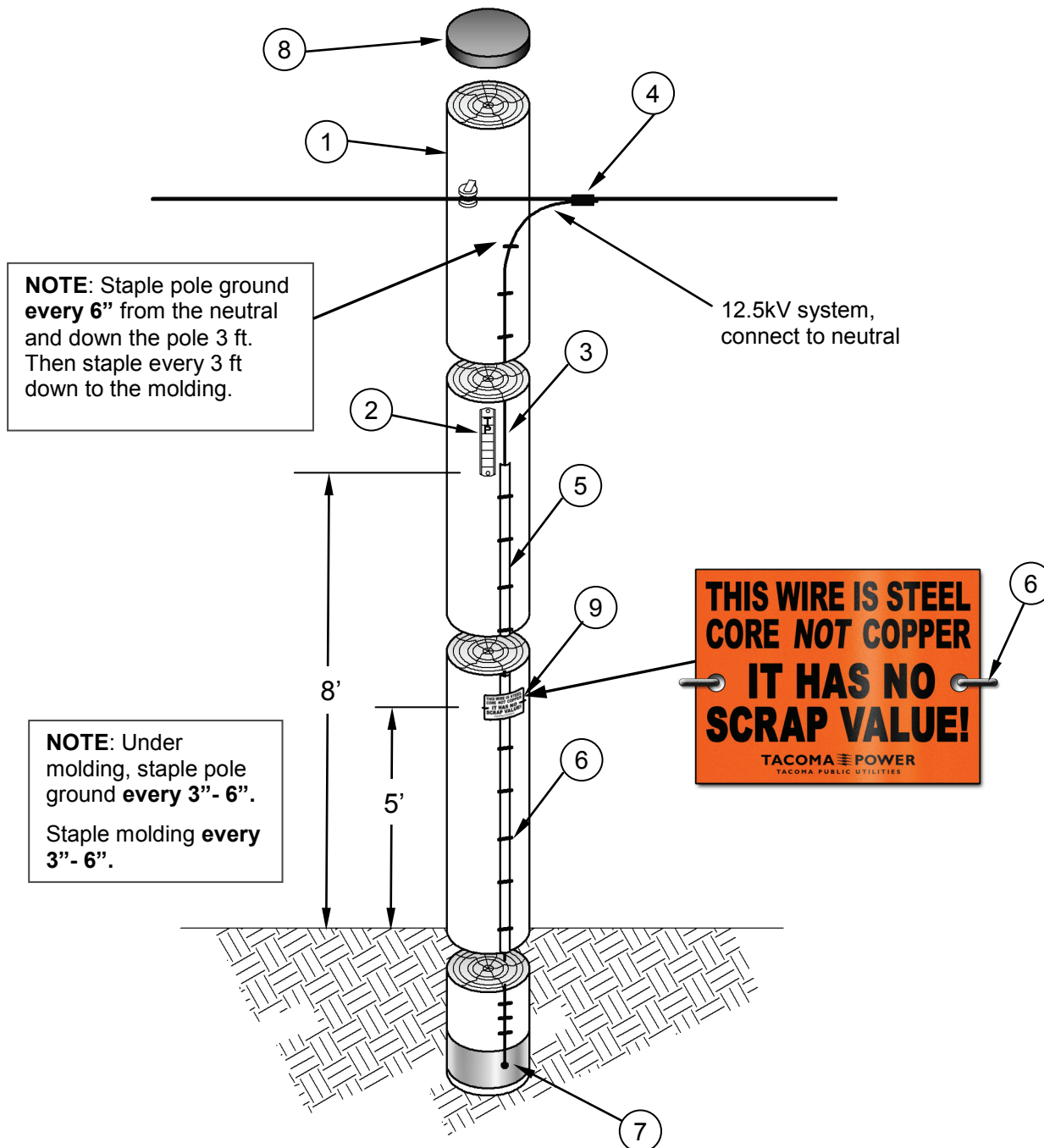
Pole Length (feet)	Class 4	Class 3	Class 2	Class 1	Class H1	Class H2
35	582	672	753			
40			954	1083	1404	
45			1137	1296	1701	1809
50			1344	1533	1950	2085
55			1554	1776	2229	2442
60			1767	2028	2502	2754

Note: These are estimated weights because of wood variances

Distribution Wood Poles

A-OH-1100

Figure A Distribution Wood Pole



APPENDIX #11

GENERAL RELEASE



City of Tacoma

City of Tacoma Contract No.: _____ Specification No.: _____

General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name 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 on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name