



City of Tacoma, WA

PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
2022-2026 MOVEABLE BRIDGE O-M
SPECIFICATION NO. PW21-0683F



**City of Tacoma
Public Works Department**

**REQUEST FOR PROPOSALS PW21-0683F
2022-2026 Moveable Bridge O-M**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 11, 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. If submitting your bid electronically, a scanned version of the original bid bond or cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency and received by the Contracting Agency within 7 calendar days of the bid opening or the bidder may be deemed non responsive.

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

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
P.O. Box 11007
Tacoma, WA 98411-0007

By Carrier:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th Street
Tacoma, WA 98409

In Person:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Administration Building North
Guard House (east side of main building)
3628 S 35th Street
Tacoma, WA 98409

By Mail:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

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 will be held at the link below. December 10, 2021 at 11:30 am. Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85365143919?pwd=Qzd4bGVKMGE1VHQ2NmFsNHZkN2c4QT09>

Passcode: 562821

Or One tap mobile :

US: +12532158782,,85365143919#,,,,*562821# or +16699006833,,85365143919#,,,,*562821#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 853 6514 3919

Passcode: 562821

International numbers available: <https://us02web.zoom.us/j/kdynGQFQkj>

Project Scope: The City of Tacoma is seeking proposals from a responsible and qualified proposer (Proposer) to conduct the operation and maintenance of the Hylebos and Murray Morgan Bridges in accordance with the terms and requirements of this Request for Proposal (RFP) and federal regulations given in the Code of Federal Regulations, Title 33, Navigation and Navigable Waters, United States Coast Guard, as amended, particularly Section 117, Drawbridges (33 CFR 117). Both the Hylebos Bridge and Murray Morgan Bridge are defined by the City of Tacoma as meeting the definition of "Drawbridge" in 33 CFR 117. The work shall consist of operating, inspecting, providing routine maintenance, and providing non-routine maintenance and repairs for both bridges.

Estimate: \$6,000,000.00

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 Doreen Klaaskate, Senior Buyer by email to dklaaskate@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.

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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

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Appendix A

Signature Page

Price Proposal Page

Certification of Compliance with Wage Payment Statutes

State Responsibility Form Reciprocal Bidder Information

Sample Contract

Insurance Requirements

Bid Bond

Subcontractor List – Categories of Work

Intent of Affidavit Information on Call Contracts

Appendix B

Appendix B intentionally left blank

Appendix C

Local Employment and Apprenticeship Program (LEAP)

Appendix D

Vicinity Map

Summary of Maintenance Responsibilities

Moveable Bridge Openings 2019-2021

Hylebos Bridge O & M Manual

(<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=22848>)


Murray Morgan Bridge O&M Manual

(<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=22848>)

SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

The following items make up your submittal package:	
One original and one electronic copy (flash drive) of your complete submittal package (with original and copies clearly identified)	
Signature Page (Appendix A)	
Certification of Compliance with Wage Payment Statutes (Appendix A)	
State Responsibility and Reciprocal Bid Preference Information (Appendix A)	
Price Proposal Page (Appendix A)	
Information in Section 12	
Bid Bond	
Subcontractors List	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

The City of Tacoma is seeking proposals from a responsible and qualified proposer (Proposer) to conduct the operation and maintenance of the Hylebos and Murray Morgan Bridges (MMB) in accordance with the terms and requirements of this Request for Proposals (RFP) and federal regulations given in the Code of Federal Regulations, Title 33, Navigation and Navigable Waters, United States Coast Guard, as amended, particularly Section 117, Drawbridges (33 CFR 117). Both the Hylebos Bridge and Murray Morgan Bridge (MMB) are defined by the City of Tacoma as meeting the definition of “Drawbridge” in 33 CFR 117. The work shall consist of operating, inspecting, providing routine maintenance, and providing non-routine maintenance and repairs for both bridges.

Routine maintenance is hereby defined as the inspection and maintenance activities listed in section 3 of the “Operation and Maintenance Manual” for the Hylebos Bridge. A copy of this manual can be found in Appendix D: The payment for Routine maintenance will be included in the base bid cost.

Non-routine maintenance and repairs is defined as all activities not defined by Routine Maintenance. This will include but not be limited to inspection and routine maintenance of the MMB. A copy of the MMB Operation and Maintenance Manual is included in this RFP (Appendix D). The first 4 sections of this 3,000 page document are the most pertinent. Non-routine maintenance will also include repairs as needed to keep both bridges in working order. The payment for non-routine maintenance and repairs will be paid by force account as defined in the Standard Specifications for Road, Bridge, and Municipal Construction 2022.

The contractor shall also provide internal personnel or sub-contractors to service:

1. Traffic signals and gates.
2. Electrical controls and software, especially as it relates to the Allen Bradley control panel and the programmable logic controller (PLC).
3. Mechanical systems including motors, gears, cables, sheaves, and all working systems on both bridges.
4. Bridge repair including deck repair, painting, guardrail repair, and expansion joints.

Summary of Costs		
	Hylebos Bridge	Murray Morgan Bridge
Operation of Bridge	Paid on a monthly basis by Base Bid	Paid monthly by unit price per openings for that month
Routine Inspection	Paid on monthly basis by Base Bid	Paid by Force account
Troubleshooting and Repairs	Paid by Force Account	Paid by Force account

Force account will be in accordance with the *Standard Specifications for Road, Bridges, and Municipal Construction, 2022*.

HYLEBOS BRIDGE:

The Hylebos Bridge is located on East 11th Street over the Hylebos Waterway in the industrialized Port of Tacoma, Washington see vicinity map in Appendix D. The bridge connects the East Blair Peninsula with Marine View Drive.

The Hylebos Bridge will be staffed 24 hours per day and 7 days per week.

The bridge is a double leaf bascule that spans the Hylebos Waterway. The total bridge length is approximately 972 feet. The bascule spans a 150 foot wide channel and has a maximum clearance of 21'. The PC & Steel Girders Loading is HL – 93.

Bridge openings over the last few months have been averaging about 400 to 500 openings per month.

MURRAY MORGAN BRIDGE (MMB):

The MMB is located on East 11th Street over the Foss Waterway in Tacoma (see Appendix D). The bridge is approximately 2.5 miles west of the Hylebos Bridge.

The MMB is a vertical lift bridge over the Thea Foss Waterway. The total bridge length is about 1,500 ft. with. The vertical lift is about 275 ft. clear between piers. Since the bridge has a clearance of 60 feet at high tide, the bridge is only opened a 5 to 15 times per month.

MMB openings require a two hour advance notice from ships to the bridge operator. This bridge will be staffed as an “on-call” service. The ship wishing to pass under a lifted MMB will telephone the contractor to set an appointment for the opening. The contractor will have a minimum of 2 hours to respond to the call and open the bridge for the ship to pass under.

A sample of typical openings can be found in Appendix D (Moveable Bridge Openings 2019-2021).

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

The City anticipates awarding this contract to the most responsible and qualified Contractor scoring the highest ranking from the RFP.

Period of performance is for a 3 year contract term (May 2, 2022 to May 1, 2025), with a possible 1 year extension (May 2, 2025 to May 1, 2026).

These services are budgeted at \$6,000,000 and the anticipated completion date is May 1, 2025 with a possible one year extension through May 1, 2026.

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

2. MINIMUM REQUIREMENTS

Minimum requirements the vendor should meet or have:

- City of Tacoma Business License
- State of Washington Contractor License
- Ability to bond the work
- Ability to provide the appropriate insurance coverage for this work.
- Trained and qualified staff to operate the moveable bridges.
- Minimum of 5 years of documented experience in the operation and maintenance of a moveable bridge.
- Ability to meet the Federal Regulations as outlined in Title 33, Navigation and Navigable Waters, United State Coast Guard, section 117 Drawbridges.

3. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals.

The objective of this project is for the City of Tacoma (City) to obtain the services of a qualified Contractor to operate, inspect, perform routine maintenance, and non-routine repairs on the Hylebos Bridge and MMB. The Contractor will be responsible for operations, inspecting the bridge for safety and to determine if repairs are required, and normal maintenance of the bridge. Repairs required that are not part of routine maintenance will be negotiated with the Contractor on a case by case basis or will be performed by City staff or other contractors. The operation, inspection, and maintenance tasks included in the Scope of Work are described below.

A complete list of the scope of work is outlined in the Technical Provisions of this RFP.

4. CONTRACT TERM

The contract will be for a three-year period with the option to renew the contract one additional one-year term. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

Publish and issue RFP:	12/6/2021
Pre-Submittal Questions:	12/10/2021
Response to Questions:	12/17/2021
Submittal Due Date:	1/11/2022
Submittal Evaluated:	1/24/2022
Interviews/presentations, on or about:	2/7/2022
Award Recommendation:	3/7/2022
City Council Approval:	4/15/2022

6. INQUIRIES

Questions should be submitted to Doreen Klaaskate via email to dklaaskate@cityoftacoma.org. Subject line to read:

PW21-0683F – 2022-2026 Moveable Bridge O/M – *VENDOR NAME*

Questions marked confidential will not be answered or included.

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

The answers are not typically considered an addendum.

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

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

7. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at the date and time specified in the calendar of events, via video conference/teleconference. No in person meetings will be held due to Covid.

8. DISCLAIMER

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

9. EVALUATION CRITERIA

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.

The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Qualifications/Experience of Firm	20
Examples of Projects	10
Reporting Capabilities	5
Client References	10
Price Proposal	20
Qualifications / Experience of Key Personnel	25
Sustainability	5
Equity in Contracting	5
Credit Card Acceptance	0
Contract Exceptions	0
Total	100

The criteria for price evaluation shall be based upon the following formula:

Price Score = [(Lowest Base Bid / Proposer's Base Bid) x 15] + [(Lowest MMB unit price/Proposer's MMB Unit Price) x 5]

The base bid will be the proposer's price for operating and maintaining the Hylebos Bridge for 4 years as found in Appendix A (Price Proposal Page - Line A). The MMB unit price is the price per opening for the MMB as found in Appendix A (Price Proposal Page - Line B).

Assuming all other criteria are met, the Contract will be awarded to the Proposer with the highest Total Proposal Score.

(100 pts. Maximum) Total Proposal Score = Technical Score + Price Score

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

The City reserves the right to visit facilities of selected Respondents for the purpose of reviewing the Contractor's ability to meet the minimum requirements of the RFP.

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.

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

10. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

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

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

11. RESPONSIVENESS

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

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

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

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

Proposals should be formatted as 8 ½" x 11". A "page" is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75" or greater. Submittals should be limited to a maximum of 10 pages, double-sided, or 20 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

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

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1.21 of the General Provisions - PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

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

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

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

12.1 Qualifications/Experience of Firm – 20 points

1. Describe your company's ability to provide the service.

12.2 Examples of Projects – 10 points

In the fields below, describe three projects similar in scope and complexity to this project's scope of work in the last five years.

1. Project 1
2. Project 2
3. Project 3

12.3 Reporting Capabilities – 5 points

1. Describe reporting capabilities.

12.4 Client References – 10 points

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

1. Reference 1
2. Reference 2
3. Reference 3

12.5 Price Proposal – 20 points

Provide the method of billing.

12.6 Qualifications / Experience of Key Personnel – 25 points

List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved.

12.7 Sustainability – 5 points

Provide information on your company's commitment to the environment. Include your sustainability statement and current practices.

12.8 Equity in Contracting – 5 points

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories (select all that apply)? Selecting any item below will award all points for this category.

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

12.9 Credit Card Acceptance – 0 points

Not applicable

12.10 Contract Exceptions – 0 points

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions?

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

The City reserves the right and holds at its discretion the following rights and options:

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

14. ACCEPTANCE OF SUBMITTAL CONTENTS

The Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

15. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its

sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein.

16. INSURANCE REQUIREMENTS

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

17. PREVAILING WAGE INFORMATION

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.

18. PAID LEAVE

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

19. PAYMENT AND PERFORMANCE BOND

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

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

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

20. PARTNERSHIPS

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

21. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the

life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract. Specific language pertaining to personnel substitution is contained within the sample contract in Appendix A.

22. AWARD

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

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

23. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

24. EQUITY IN CONTRACTING

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](#).

25. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

26. ADDENDUMS

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

28. TECHNICAL PROVISIONS

A. SCOPE OF WORK AND DELIVERABLES

The objective of this project is for the City of Tacoma (City) to obtain the services of a qualified Contractor to operate, inspect, perform routine maintenance, and non-routine repairs on the Hylebos Bridge and Murray Morgan Bridge. The Contractor will be responsible for operations, inspecting the bridge for safety and to determine if repairs are required, and normal maintenance of the bridge. Repairs required that are not part of routine maintenance will be negotiated with the Contractor on a case by case basis or will be performed by City staff or other contractors. The operation, inspection, and maintenance tasks included in the Scope of Work are described below.

1. Operating Requirements. Contractor shall operate both bridges in accordance with Operation and Maintenance (O&M) Manual and applicable rules and regulations in the Code of Federal Regulations, Title 33, Navigation and Navigable Waters, United States Coast Guard, as amended, particularly Section 117, Drawbridges (33 CFR 117). The Hylebos Bridge will be in operation will be 24 hours a day, seven days a week. The MMB will be operated on an “on call” basis.

2. Staffing and Training. Contractor is required to provide the required staff to manage, supervise, and perform the operations, inspection, and maintenance duties specified in this Scope of Work. The City’s current movable bridge contractor and City staff will provide initial training on the operation and maintenance of the bridge; however, the Contractor shall develop a training program to ensure that Contractor’s staff are knowledgeable in the duties they are to perform and that work is performed in accordance with applicable safety regulations. The Contractor and its employees will be viewed by the public as representatives of the City, and as such, shall dress in clean and appropriate attire and shall operate the bridge in a manner respective of bridge users.

3. Security. Contractor shall be responsible for ensuring the security of the Hylebos Bridge. An up to date inventory of all keys and the individuals that have possession of the keys shall be kept by the Contractor. Contractor shall be responsible for ensuring that the bridge gates, doors, storage areas, and the control room are locked when not in use. Contractor shall inspect the Hylebos Bridge and surrounding area (including the approach structures, fencing, and lighting) daily to ensure the security of the structure, to maintain safety for both the public and the Contractor's work force, and to detect damage or vandalism, including graffiti. Contractor shall report any breach of security, vandalism, or condition that could impact safety to the public or its work force to the City's Designated Contact Person (DCP) within 24 hours. If any unauthorized person attempts to gain access or accesses controlled areas of the bridge, the Contractor shall immediately notify the Tacoma Police Department and the DCP.

The MMB shall be made secure each time the contractor operates this bridge. An up to date inventory of all keys and the individuals that have possession of the keys shall be kept by the Contractor.

4. Maintenance and inspection. Contractor shall be responsible for routine maintenance and inspection of the Hylebos Bridge in accordance with the O&M Manual provided for the Hylebos Bridge. The cost of providing routine maintenance will be included in the base bid price. The contractor shall be responsible for all maintenance and inspection on the MMB in accordance with the Operation and Maintenance Manual for the MMB. The cost for inspection and maintenance on the MMB will be paid via force account. The maintenance will include but not be limited to the following:

- a. Inspection of mechanical and electric machinery. If during operation or inspection of the operating machinery a condition is noted that requires repair, the DCP shall be contacted within 24 hours.
- b. Cleaning, lubricating, and making minor repairs to operating equipment according to the O&M Manual. Contractor is responsible for providing materials (including lubricants) and tools to perform this task and disposal of lubricants and other maintenance materials in an environmentally sound manner.
- c. Maintaining the electrical apparatus according to maintenance schedule in the O&M Manual.
- d. Contractor is responsible for removing graffiti, signs, or other visual signs of vandalism within 48 hours for the Hylebos Bridge. The removal of graffiti or repair of vandalism on the MMB will be paid via force account on an as needed basis.
- e. Maintaining an inventory of spare parts. The initial spare parts inventory will be provided by the City. The Contractor will invoice the City for replacement of spare parts used for repair.
- f. Maintaining and cleaning tools provided by the City.
- g. Preparing updates to the preventive maintenance schedule in the O&M Manual for bridge operating equipment. Updates shall be prepared at least annually.

5. Storage facility. The contractor will be responsible for maintaining a small enclosed storage facility in the vicinity. The storage facility will be used to keep spare parts, equipment, or other materials for each bridge. The storage facility can be part of the contractor's regular equipment yard. The cost of this item is included in the Base Bid.

6. Record Keeping and Documentation. Contractor shall maintain a log book of documented bridge openings for both vessel passage and maintenance. Contractor shall document all maintenance performed on the bridge, inspections performed, and any repairs performed. A report containing the above information shall be submitted to the DCP monthly within ten (10) calendar days after the end of each month. The cost of this item is included in the Base Bid.

7. Control Building. It is the Contractor's responsibility to ensure the control building for both bridges is maintained in a clean and safe manner at all times. Furnishing the control buildings is the Contractor's responsibility. The cost of this item is included in the Base Bid.

8. Utilities. The City has provided internet, phone connections, a phone and computer to the Hylebos Bridge control building. The City will pay the electrical bill for the bridge and street lighting. The Contractor is responsible for paying the water, internet, and phone bills.

9. Navigation Lights. Every six months, the Contractor shall verify and correct the setting of the navigation lights and arcs of visibility. The lift span shall be 180° green when lift span is fully open for navigation and red for all other positions. The setting of the lights shall be in accordance with Minimum Lighting for Bascule Bridges 33 CFR 118.80. Records verifying light settings and corrective actions shall be documented and submitted to the DCP annually. The cost of this item is included in the Base Bid.

10. Lighting and Traffic Control Devices. Contractor shall inspect daily the operation of navigation lights, traffic signals, warning lights, traffic barriers, and other traffic control devices. Contractor shall notify the City of malfunction or required maintenance to the roadway traffic control system and the City will be responsible for this maintenance. Maintenance of the navigation lights is the responsibility of the Contractor.

11. Repairs. Contractor shall notify the DCP within 24 hours of any repairs that are beyond the scope of routine maintenance. Otherwise, the City may request that the Contractor provide a scope of work and estimate for the repair to be performed under separate change order, or may conduct the repair using City staff or other contractor. After City acceptance of Contractor scope and estimate, a change order will be prepared to cover the cost of the repair. In its monthly invoice, the Contractor shall include the invoice for the repair and any documentation that the City requires.

12. Emergency Repairs. Contractor shall notify the DCP immediately of the need for an emergency repair required to maintain marine and/or road traffic, or that is necessary to protect the public, the environment, or Contractor's employees. City may direct the Contractor to perform emergency repairs under force account.

B. PROJECT REQUIREMENTS

- a. Documentation and filing: Contractor shall keep all inspection, maintenance, repair, light adjustment, navigation records and any documentation pertaining to this job in a secure file cabinet located in a location approved by the DCP. The cost of this item is included in the Base Bid.
- b. Bridge Tender: Any person operating the Hylebos Bridge shall meet all of the following criteria:
 - i. Must be at least 18 years of age, have a corrected vision of 20/40 or better, as verified by a periodic eye exam performed at intervals not to exceed two years;
 - ii. Be able to distinguish primary colors (red, green and blue), as verified by an initial eye exam;
 - iii. Be able to hear frequencies from 500 to 6,000 Hertz between 15 and 50 decibels (DB) with hearing sensitivity in normal situations, as determined by an initial exam and at intervals not to exceed 5 years;
 - iv. Successfully complete a minimum 32 hours of classroom and on-site training based on the specific and current operational characteristics of the bridge;
 - v. Be able to climb bridge stairs and ladders; and
 - vi. Have at least one year experience of operating movable bridges or experience in electrical or mechanical work (or an equivalent combination of education and/or training and/or experience).
- c. Senior Bridge Tender: Senior bridge tender shall meet the above requirements for Bridge Tender and have at least four years of movable bridge operations experience, or an equivalent combination of education and/or training and/or experience.
- d. Drug-Free Workplace: Throughout the term, the Contractor shall provide a drug-free workplace.
- e. Performance Expectation:

The City or its representative will conduct periodic inspections of the Hylebos Bridge for quality control and quality assurance (QC/QA). Any failure by the contractor to perform in accordance with the Scope of Work and O&M Manual may result in contract default and a reduction in payment until corrections are made to the satisfaction of the DCP.

C. EMERGENCY MANAGEMENT

- a. High Winds: High winds may make the bridge inoperable or subject to damage. The bridge is authorized to remain closed while experiencing sustained winds of 34 knots (39mph) or more if the City has determined that closure is required to prevent damage to the bridge. Any planned deviation from the operation schedule because of high wind shall be reported to the DCP and to the USCG.
- b. Special Regulation:

- i. In the absence of any special opening regulation the bridge is required to open promptly on signal. Except as provided by a particular bridge opening schedule, the bridge shall be opened promptly and fully for the passage of vessels when a request to open has been given in accordance with the signaling procedures. The bridge tender shall not question the vessel operator as to need for a bridge opening.
- ii. The City will obtain permission from the USCG if it is necessary to temporarily alter the schedule or to temporarily close the bridge. Once the permission is granted, the DCP will notify the bridge tender to comply with the temporary opening regulations.

c. Emergency Management:

For all emergency management activities, the City reserves the right to take control of the incident and/or perform recovery work with its own forces or using other contracted forces if it is in the City's best interest to do so.

d. Specific Contractor Responsibility for Other Emergencies:

Other emergencies are incidents/events that do not prompt the declaration of a state of emergency resulting from natural disasters/event/storms (acts of God). Other emergencies will most commonly be traffic crashes, guardrails hits, and debris within travel lanes, attenuator hits, collisions with structures and related components, and incidents/events resulting from human interactions. The Contractor shall notify DCP immediately upon occurrence. In the event of an emergency that leads to closing the road and/or structure for more than one (1) hour, the Contractor shall immediately notify the DCP and again upon roadway and/or structure reopening.

Appendix A

Signature Page

Price Proposal Page

Certification of Compliance with Wage Payment Statutes

State Responsibility Form Reciprocal Bidder Information

Sample Contract

Insurance Requirements

Bid Bond

Subcontractor List – Categories of Work

Intent of Affidavit Information on Call Contracts

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS DEPARTMENT

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 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. PW21-0683F 2022-2026 MOVEABLE BRIDGE O-M

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

PRICE PROPOSAL PAGE

Specification No.: PW21-0683F

2022-2026 Moveable Bridge O-M

YEAR 1 – Monthly Operations & Maintenance Cost \$_____/Mo.

Year 1 – Total x 12 (yearly total) \$_____

YEAR 2 – Monthly Operations & Maintenance Cost \$_____/Mo.

Year 1 – Total x 12 (yearly total) \$_____

YEAR 3 – Monthly Operations & Maintenance Cost \$_____/Mo.

Year 1 – Total x 12 (yearly total) \$_____

OPTION YEAR 4 – Monthly Operations & Maintenance Cost \$_____/Mo.

Year 1 – Total x 12 (yearly total) \$_____

BASE BID

Line A Total – Years 1-4 \$_____

MMB Unit Price

Line B Unit Bid Cost per opening for Murray Morgan Bridge \$_____/per opening



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**December 6, 2021**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification 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

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



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.

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.7 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.

4.8 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

4.9 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.

Herewith find deposit in the form of a cashier's check in the amount of \$_____ which amount is not less than 5-percent of the total bid.

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____

List of Subcontractor Categories of Work

Project Name _____

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

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

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

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

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

Appendix B

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Appendix C

Local Employment and Apprenticeship Program (LEAP)

Chapter 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil Projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

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

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Water Utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization –Projects Outside Tacoma Public Utilities Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency. This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

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

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

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

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

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

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)



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

LEAP

Document Submittal Schedule

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

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

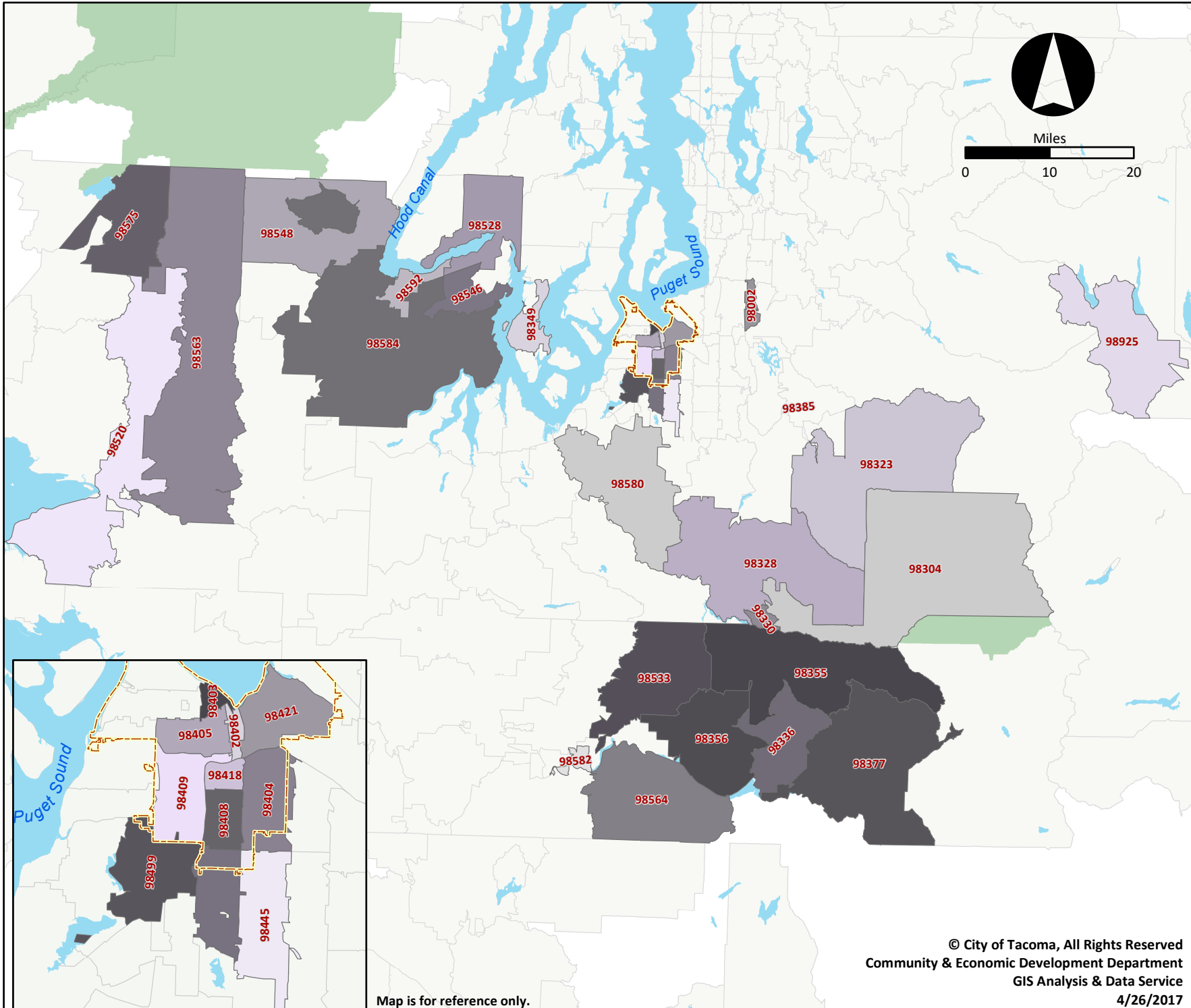
In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

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

Please submit above documents as instructed by the Project Manager.

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

Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
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- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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

Map is for reference only.



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

LEAP APPRENTICE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

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

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

Age: _____ Copy of DD-214: _____

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

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

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

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

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP APPRENTICE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

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

LEAP REQUIREMENTS & PROCEDURES:

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

Post-award Submittals:

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

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

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

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

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

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

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

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

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

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

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

Signature of Responsible Officer

Title

Date



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

PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A

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

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

Part C

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

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

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

Part B

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

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

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

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

Part C

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

Economically Distressed ZIP Codes

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

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

“Unemployed” = Unemployment rate (45th percentile)

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

Tacoma Public Utility Service Area

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

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

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

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

Appendix D

Vicinity Map

Summary of Maintenance Responsibilities

Moveable Bridge Openings 2019-2021

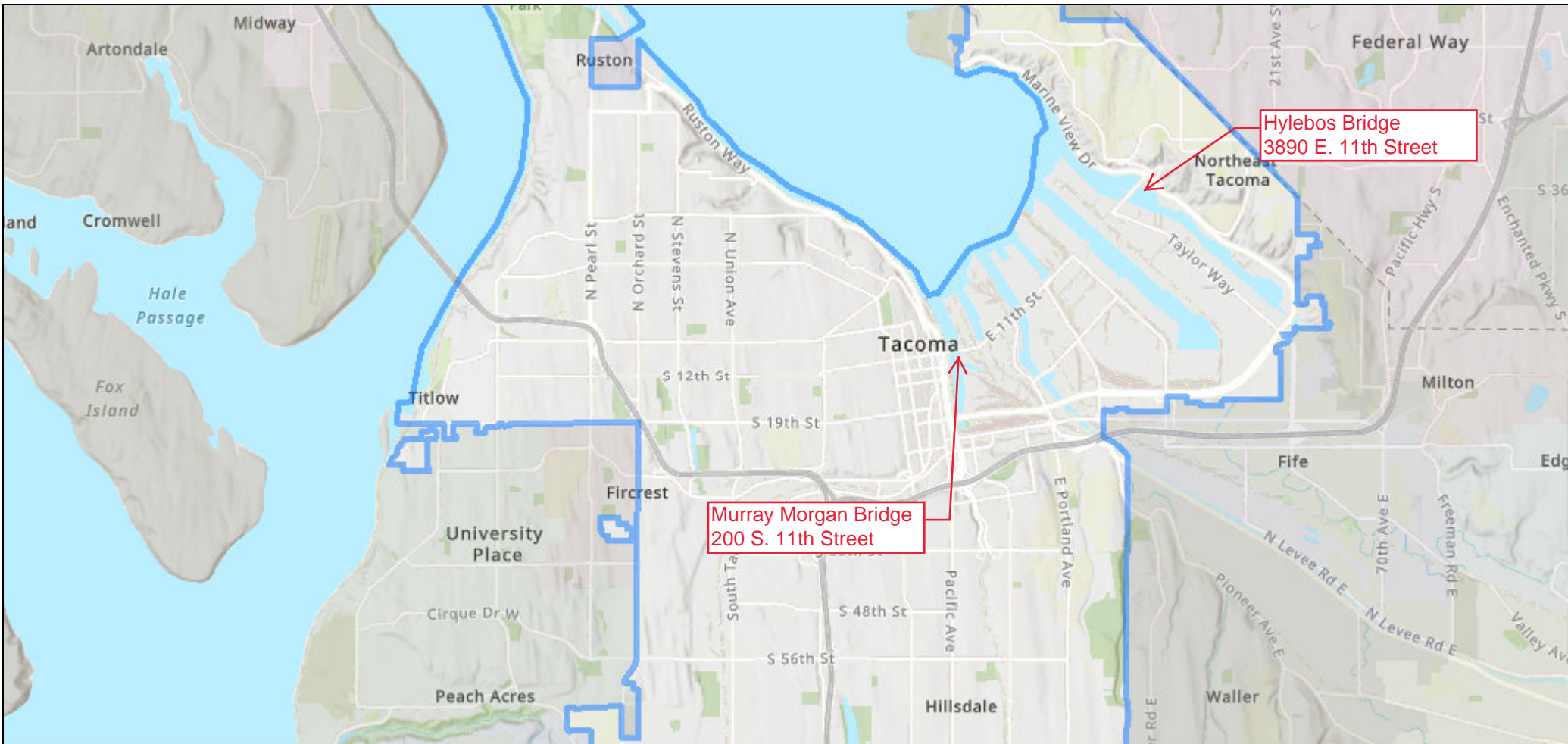
Hylebos Bridge O & M Manual


(<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=22848>)

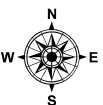
Murray Morgan Bridge O&M Manual

(<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=22848>)

Vicinity Map



 Tacoma City Boundary



Hylebos Maintenance Manual Checklist

All items in this list are from Chapter 3 of the Hylebos O/M Manual, 2012.

All safety protocols must be followed.

This sheet is used to track maintenance items listed in the *Hylebos O/M Manual, 2012 2020 Revision*.

Item	Section	Page	Qty	Frequency	Description
3.4 Trunion Bearing and Span Support System					
3.4.1 Main Trunion Assemblies					
1	3.4.1	3-4	4	3 months	When possible, lubricate the trunion shafts while rotating the bascule spans. Pump in Chevron Moly EP2 grease or equal into each grease fitting in the trunion shafts until old grease is purged from the trunion shaft journal/bushing interface. Wipe away purged grease.
2	3.4.1	3-4	4	3 months	When possible, lubricate the trunion shafts while rotating the bascule spans. Pump in Chevron Moly EP2 grease or equal into each trunion bearing cap grease fittings until old grease is purged from the trunion shaft journal/bushing interface. Wipe away purged grease.
1	3.4.1	3-4	4	Annually	Check housing and supporting frame for signs of corrosion. Thoroughly clean grease and debris from the exterior of the trunion assemblies and spot paint, as necessary.
2	3.4.1	3-4	4	Annually	Check housing cap bolts and base bolts. Torque as necessary.
3	3.4.1	3-4	4	Annually	Perform a visual and auditory examination of the bearings during operation. Check for unusual movements, binding and abnormal sounds.
3.4.2 Live Load Bearings					
1	3.4.2	3-4	4	2 months	Check that the strike plates are in hard contact with their live load shoes when the span is closed and when there is no traffic on the bridge. There should be no vertical movement at the live load bearings when traffic crosses the span. If clearance or movement is present, add shims as necessary.
1	3.4.2	3-5	4	Annually	Check that all fasteners are tight and corrosion free. Visually inspect the live load shoes for cracks, corrosion and deteriorated grout.
2	3.4.2	3-5	4	Annually	Check the contacting surfaces between the strike plates and live load shoes for deformations and wear. There should be no rust on the contact areas.
3	3.4.2	3-5	4	Annually	Clean dirt and debris from the bearing assembly contact surfaces.
4	3.4.2	3-5	4	Annually	If necessary, shim the strike plates to provide full contact with the live load shoes and to adjust the bascule span tip elevation. The bascule leaf should be slightly span heavy when seated to maintain positive contact at the live load bearing assemblies.
3.4.3 Air Buffer Assemblies					
1	3.4.3	3-5	4	3 months	Pump in Chevron Moly EP2 grease or approved equal into each grease fitting on the air buffer rod bearings until old grease is purged from the sleeves. Wipe away purged grease.
2	3.4.3	3-5	4	3 months	Remove the pipe plugs and pump Chevron Moly EP2 grease or approved equal into each grease fitting on the air buffer upper pin connect until old grease is purged from the bearing assembly. Wipe away purged grease.
3	3.4.3	3-5	4	3 months	Inspect the automatic oil lubricators and add SAE 40W motor oil as necessary.
1	3.4.3	3-5	4	Annually	Perform a complete visual and auditory examination of the air buffers during full bascule span operations to check for unusual movement, rod binding and sounds.
2	3.4.3	3-5	4	Annually	Observe the air buffer cylinder in operation and confirm that adequate air pressure is being produced while the bascule spans are being seated. Adjust needle valve as necessary.

3	3.4.3	3-5	4	Annually	Perform a complete visual inspection of the air buffer piping system.
4	3.4.3	3-6	4	Annually	Replace batteries in automatic lubricators.
3.5 Span Drive Machinery					
3.5.1 Motor and Machinery Brakes					
1	3.5.1	3-6	4	Annually	Check level of fluid in hydraulic reservoir, check for leakage of oil. Clean and repair as necessary. If oil is added, recheck level after the thruster pump mechanism has been operated under power at least twice, and if necessary, add additional oil to achieve the recommended level.
2	3.5.1	3-6	4	Annually	Check hydraulic actuator height per the manufacturer's recommendations and adjust as required.
3	3.5.1	3-6	4	Annually	Inspect all brake shoes and drums for damage, wear, dust, dirt, grease and proper adjustment. Brake shoes should be replaced when lining thickness at the center of the shoe decreases to 1/8 inch in thickness. Maintain 3/64 inch clearance between brake shoe and brake wheel when the brake is released.
4	3.5.1	3-7	4	Annually	Inspect all mechanical linkage for wear, broken parts, tightness of bolts and nuts. Check for freedom of moving parts (no binding or sticking).
5	3.5.1	3-7	4	Annually	Check torque with calibrated torque wrench. Set the motor brakes to 140 ft-lb. and the machinery brakes to 175 ft-lb. Follow manufacturer's specification for adjusting brakes.
6	3.5.1	3-7	4	Annually	Check for excessive heating of parts, evident by discoloration of metal parts, odor, corrosion, smooth operation and excessive vibration.
1	3.5.1	3-7	4	5 years	Change fluid in the thrusters using Chevron Turbine ISO 32 or approved equal.
3.5.2 Motor Couplings					
1	3.5.2	3-7	4	Annually	Observe for smooth operation. Check for vibration and unusual noises during operation.
2	3.5.2	3-7	4	Annually	Remove the two plugs in the coupling housing and install a grease fitting. Pump in Chevron Moly EP2 grease or approved equal into each motor coupling until old grease is purged from the coupling housing. Wipe away purged grease, remove grease fitting and re-install the grease plugs.
3	3.5.2	3-7	4	Annually	If grease leaks from the coupling housing, replace the seals or cover gaskets as required.
3.5.3 Floating Shaft Couplings and Floating Shafts					
1	3.5.3	3-8	8	Annually	Observe all float <u>shaft couplings</u> for smooth operation. Check for vibration and unusual noises during operation. Check tightness of coupling connection bolts and tighten as necessary.
2	3.5.3	3-8	4	Annually	Observe all floating <u>shafts</u> for smooth operation. Check for vibration and unusual noises during operation. Check tightness of coupling connection bolts and tighten as necessary.
3	3.5.3	3-8	8	Annually	Pump in Chevron Moly EP2 grease or approved equal into each floating shaft coupling as required until each coupling is full. Wipe away purged grease.
4	3.5.3	3-8	8	Annually	Clean exterior surfaces of float <u>shaft couplings</u> of grease and debris and spot paint as required.
5	3.5.3	3-8	4	Annually	Clean exterior surfaces of floating <u>shafts</u> of grease and debris and spot paint as required.
3.5.4 Primary Speed Reducers					
1	3.5.4	3-9	2	3 months	Inspect housing of primary and secondary speed reducers for leaks and other abnormalities.
2	3.5.4	3-9	2	3 months	Check tightness of all reducer mounting bolts. Torque as necessary.

3	3.5.4	3-9	2	3 months	Check color and condition of dessicant breathers on the primary and secondary speed reducers. Replace breather cartridges as necessary.
4	3.5.4	3-9	2	3 months	Using the drip sticks, check the oil level in the primary differential reducers. If low, correct oil level by adding AGMA 6FP ISO Grade 320 gear oil or approved equal as necessary.
5	3.5.4	3-9	2	3 months	Using the drip sticks, check the oil level in the secondary reducers. If low, correct oil level by adding AGMA 8FP ISO Grade 680 gear oil or approved equal as necessary.
6	3.5.4	3-9	2	3 months	Remove the plugs in the reducer shaft bearing housings and pump in Chevron Moly EP2 grease or approved equal into each shaft bearing cavity until the old grease is purged from each bearing housing. Wipe away purged grease and re-install the grease plugs.
1	3.5.4	3-9	2	Annually	Remove all reducer inspection covers and visually inspect the condition of the internal gearing for abnormal gear tooth wear patterns, chips or cracks. Visually inspect shafts, shaft bearings and internal areas cracks, corrosion and wear.
2	3.5.4	3-9	2	Annually	With span in motion, check for excessive vibration and unusual noises.
1	3.5.4	3-9	2	5 years	Change the lubricating oil in the primary differential reducers using AGMA EP6 ISO 320 gear oil or approved equal.
2	3.5.4	3-9	2	5 years	Change the lubricating oil in the secondary reducers using AGMA EP8 ISO 680 gear oil or approved equal.
3.5.4 Secondary Speed Reducers					
1	3.5.4	3-9	4	3 months	Inspect housing of primary and secondary speed reducers for leaks and other abnormalities.
2	3.5.4	3-9	4	3 months	Check tightness of all reducer mounting bolts. Torque as necessary.
3	3.5.4	3-9	4	3 months	Check color and condition of dessicant breathers on the primary and secondary speed reducers. Replace breather cartridges as necessary.
4	3.5.4	3-9	4	3 months	Using the drip sticks, check the oil level in the primary differential reducers. If low, correct oil level by adding AGMA 6FP ISO Grade 320 gear oil or approved equal as necessary.
5	3.5.4	3-9	4	3 months	Using the drip sticks, check the oil level in the secondary reducers. If low, correct oil level by adding AGMA 8FP ISO Grade 680 gear oil or approved equal as necessary.
6	3.5.4	3-9	4	3 months	Remove the plugs in the reducer shaft bearing housings and pump in Chevron Moly EP2 grease or approved equal into each shaft bearing cavity until the old grease is purged from each bearing housing.
7	3.5.4	3-9	4	3 months	Wipe away purged grease and re-install the grease plugs.
1	3.5.4	3-9	2	Annually	Remove all reducer inspection covers and visually inspect the condition of the internal gearing for abnormal gear tooth wear patterns, chips or cracks. Visually inspect shafts, shaft bearings and internal areas cracks, corrosion and wear.
2	3.5.4	3-9	2	Annually	With span in motion, check for excessive vibration and unusual noises.
1	3.5.4	3-9	2	5 years	Change the lubricating oil in the primary differential reducers using AGMA EP6 ISO 320 gear oil or approved equal.
2	3.5.4	3-9	2	5 years	Change the lubricating oil in the secondary reducers using AGMA EP8 ISO 680 gear oil or approved equal.
3.5.5 Main Pinions and Rack Gears					
1	3.5.5	3-10	4	3 Months	Lubricate all main pinion teeth and rack teeth with Mobiltac 375 Open Gear Grease or approved equal. Remove excess build up of old grease.
1	3.5.5	3-10	4	Annually	Visually inspect all gear teeth for rust, cracking, excessive tooth wear and proper gear tooth alignment.

2	3.5.5	3-10	4	Annually	Visually inspect rack to truss mounting bolts. Tighten loose bolts as required.
3	3.5.5	3-10	4	Annually	Visually inspect the condition of the main pinion to shaft key and key seat. Inspect for cracks near the key seats and tightness of keys.
4	3.5.5	3-10	4	Annually	With the bascule spans in motion check for excessive vibrations, binding and unusual noises through the complete range of span motion.
3.6 Center Lock Machinery					
3.6.1 Lock Bar Actuator					
1	3.6.1	3-11	2	3 months	Visually inspect the lock bar actuators for proper alignment and smooth operation.
2	3.6.1	3-11	2	3 months	Check tightness of all lock bar actuator mounting bolts. Torque as necessary.
3	3.6.1	3-11	2	3 months	Pump in Chevron Moly EP2 grease or approved equal into each trunnion mount of the lock bar actuators. Wipe away purged greases.
1	3.6.1	3-11	2	Annually	Observe for smooth operation. Check for vibration and unusual noises during operation.
2	3.6.1	3-11	2	Annually	Verify that the manual handwheel system is functional by manually cycling each lock bar actuator through one complete retract/extend cycle.
3	3.6.1	3-11	2	Annually	Grease the thrust unit with Chevron Moly EP2 grease or equal. Wipe away purged grease.
4	3.6.1	3-11	2	Annually	If grease leaks from the actuator housing, replace the seal where leakage is occurring.
3.6.2 Lock Bars Guide Blocks, Lock Bars, and Receivers					
1	3.6.2	3-12		Monthly	Grease the lock bars, lock bar guide blocks and receiver socket sliding surfaces with Chevron Moly EP2 grease or approved equal. Wipe away debris, old grease and excess grease.
2	3.6.2	3-12		Monthly	Visually inspect condition of lock bars, lock bar guide blocks and receiver sockets for excessive wear and loose bolts. Tighten loose bolts as required.
1	3.6.2	3-12		Annually	Using feeler gauge, take clearance measurements between the lock bars and the guide blocks/receiver wear plates. If the total clearance exceeds .025 inches, adjust the appropriate wear plate shims to restore the design clearance of between .006 and .013 inches.
2	3.6.2	3-12		Annually	If the bronze wear plates are severely worn, replace them with the spare wear plates.
3.7.1 Gates					
1	3.7.1	3-13	4	6 months	Check oil level in gear reducers. Maintain oil level with Mobil HSC-629 ISO VG 150 or equal, as necessary.
2	3.7.1	3-13	4	6 months	Grease all shaft and crank arm bearings with Chevron Moly EP2 grease and wipe off excess grease.
3	3.7.1	3-13	4	6 months	Check bolts holding the oncoming gate arm for any sign of looseness. Check the oncoming gate arms for any play or movement. Tighten the bolts as required to securely hold the oncoming gate arms.
4	3.7.1	3-13	4	6 months	Inspect the oncoming gate housing for any external damage. Check the housing doors or hatches for proper closure. Inspect interior for any water accumulation, and determine the cause of the leakage, if any is found. Seal any holes in the housing and replace door gaskets as required.
1	3.7.1	3-13	4	5 years	Replace oil in the gear reducer with Mobil HSC-629 ISO VG 150 or equal.
3.8 Electrical Power Systems					
3.8.1 Lighting Panel (LP - 3EA) and Motor Control Center (MCC - 2EA)					
1	3.8.1	3-14	varies	Annually	Open and clean with a vacuum cleaner.

2	3.8.1	3-14	varies	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.
3	3.8.1	3-14	varies	Annually	Check for corrosion and moisture.
4	3.8.1	3-14	varies	Annually	Examine bus bar connections for poor or loose connections and evidence of overheating.
5	3.8.1	3-14	varies	Annually	Lubricate door hinges and latches.
6	3.8.1	3-14	varies	Annually	Operate each circuit breaker to check proper operation.
7	3.8.1	3-14	varies	Annually	Measure resistance to ground at each panelboard using a ground test kit. Verify resistance is 25 ohms or less.
3.8.2 Motor Controllers and Contactors					
1	3.8.2	3-16	many	Annually	Open enclosure and clean with a vacuum cleaner.
2	3.8.2	3-16	many	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.
3	3.8.2	3-16	many	Annually	Check for corrosion and moisture.
4	3.8.2	3-16	many	Annually	Lubricate door hinges and latches.
5	3.8.2	3-16	many	Annually	Check for worn or broken mechanical parts.
6	3.8.2	3-16	many	Annually	Check Contacts: <ul style="list-style-type: none"> • Replace pitted or worn contacts. Install and adjust per manufacturer's specifications, otherwise replace entire relay. • When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together. Discolored connections on terminals, contact supports, bus bars, or connectors usually indicate that overheating has occurred, probably because of loose connections. Clean connection points that are discolored. Tighten all hardware. Replace or repair heat-damaged wires and connectors as necessary.
7	3.8.2	3-17	many	Annually	
8	3.8.2	3-17	many	Annually	Insulating Parts: <ul style="list-style-type: none"> • Remove dust and dirt from insulating parts. • Insulators should be replaced if they are found to have carbonized tracks, or are either cracked or broken. • Before a repaired part is put into service, subject repaired part to a megger test.
9	3.8.2	3-17	many	Annually	Electrical Operation: <ul style="list-style-type: none"> • Operate the motor controller/contactator without load and observe contact operation to be sure it opens and closes cleanly and that the contacts are fully sealed in the closed position. • Operate the motor controller/contactator under load and check for loud noise and arcing, both on opening and on closing. A loud noise and arcing on closing is usually due to contact bounce.
3.8.3 Safety Switches, Disconnects, and Enclosed Circuit Breakers					
<i>When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together.</i>					
1	3.8.3	3-17	many	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.
2	3.8.3	3-17	many	Annually	Check for corrosion and moisture.
3	3.8.3	3-18	many	Annually	Examine for excessive heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.8.3	3-18	many	Annually	Check for freedom of moving parts.
5	3.8.3	3-18	many	Annually	Check for worn or broken mechanical parts.
6	3.8.3	3-18	many	Annually	Tighten loose mountings and connections.
7	3.8.3	3-18	many	Annually	Contacts: <ul style="list-style-type: none"> • Replace pitted or worn contacts if practical. Install and adjust per manufacturers' specifications, otherwise replace entire item.
8	3.8.3	3-18	many	Annually	<i>When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together.</i> <ul style="list-style-type: none"> • Check for excessive arcing. • Check condition of gaskets (for dust-tight or watertight units).
3.8.4 Fuses					

As Needed, Replace all defective fuses.

When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together.

1	3.8.4	3-18	many	Annually	Inspect fuses for evidence of overheating and corrosion.
2	3.8.4	3-18	many	Annually	Inspect fuse clips for dirt and verify that the clips provide a tight fit.
3	3.8.4	3-19	many	Annually	Replace fuses as necessary with a fuse of the same model or an approved replacement model, and the same rating as the damaged fuse. Check the fuse ratings as referenced in the maintenance manual diagrams.

3.8.5 Lighting Contactors and Relays

When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together.

1	3.8.5	3-19	many	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.
2	3.8.5	3-19	many	Annually	Check for corrosion and moisture.
3	3.8.5	3-19	many	Annually	Check for worn or broken mechanical parts.
4	3.8.5	3-19	many	Annually	Check Contacts: <ul style="list-style-type: none"> • Replace pitted or worn contacts if practical. Install and adjust per manufacturer's specifications, otherwise replace entire relay. • Discolored connections on terminals, contact supports, bus bars, or connectors usually indicate that overheating has occurred, probably because of loose connections. Clean connection points that are discolored. Tighten all hardware. Replace or repair heat damaged wire and connectors.
5	3.8.5	3-19	many	Annually	Insulating Parts: <ul style="list-style-type: none"> • Remove dust and dirt from insulating parts. • If carbonized tracks or cracked or broken insulators are found, replace the defective parts. • Before a repaired part is put into service, subject repaired part to an over-voltage test.
6	3.8.5	3-19	many	Annually	Electrical Operation: <ul style="list-style-type: none"> • Operate the contactor without load and observe contact operation to be sure it opens and closes cleanly and that the contacts are fully sealed in the closed position. Contacts may not be visible. A humming sound emanating from the coil may indicate loose laminations or mounting. • Operate the contactor under load and check for abnormal noise and arcing, both on opening and on closing. A loud noise and arcing on closing is usually due to contact bounce.

3.8.6 Electrical Conductors

1	3.8.6	3-20	many	Annually	Visually inspect terminations and splices for cracks, deterioration, corrosion, discoloring, or any other abnormalities.
2	3.8.6	3-20	many	Annually	Check tightness of each conductor termination at each terminal box.
3	3.8.6	3-20	many	Annually	Check the strain relief fitting for signs of distress.

3.8.7 Submarine Cable System

1	3.8.7	3-21	2	Annually	Visually inspect terminations and splices for cracks, deterioration, corrosion, discoloring, or any other abnormalities.
2	3.8.7	3-21	2	Annually	Check tightness of each conductor termination at each terminal box.
3	3.8.7	3-21	2	Annually	Check the strain relief fitting for signs of distress.
4	3.8.7	3-21	2	Annually	Tighten loose connections.

3.8.8 Resistor Banks

1	3.8.8	3-21	4	Annually	Check for excessive heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
2	3.8.8	3-21	4	Annually	Check for corrosion of metal parts.
3	3.8.8	3-21	4	Annually	Tighten any loose connections.

3.8.9 Motor Drives

1	3.8.9	3-22	4	6 Months	Check plug-in relays to make sure they are fully seated.
1	3.8.9	3-22	4	Annually	Open enclosure and clean with a vacuum cleaner.
2	3.8.9	3-22	4	Annually	Check for corrosion and moisture.
3	3.8.9	3-22	4	Annually	Lubricate door hinges and latches.

4	3.8.9	3-22	4	Annually	Check for worn or broken mechanical parts.
5	3.8.9	3-22	4	Annually	Check contacts. <ul style="list-style-type: none"> • Replace pitted or worn contacts. • Install and adjust per manufacturer's specifications, otherwise replace entire relay. Discolored connections on terminals, contact supports, bus bars, or connectors usually indicate that overheating has occurred, probably because of loose connections. Clean connection points that are discolored. Tighten all hardware. Replace or repair heat-damaged wires and connectors as necessary.
6	3.8.9	3-22	4	Annually	
7	3.8.9	3-22	4	Annually	Insulating Parts: <ul style="list-style-type: none"> • Remove dust and dirt from insulating parts. • Insulators should be replaced if they are found to have carbonized tracks.
8	3.8.9	3-22	4	Annually	Electrical Operation: <ul style="list-style-type: none"> • Measure current draw on load side of contactor. Elevated reading may indicate poor lubrication or binding in the drive machinery.
9	3.8.9	3-23	4	Annually	Electronic Sections: <ul style="list-style-type: none"> • Avoid disturbing potentiometer settings. • Inspect printed circuit boards for discoloration. Replace damaged boards as necessary. • Inspect wire terminations to assure tightness.
10	3.8.9	3-23	4	Annually	Encoder <ul style="list-style-type: none"> • Open enclosure and check for moisture and corrosion. • Check electrical connections and mounting bolts for tightness; tighten as necessary.

3.8.10 Transformers

1	3.8.10	3-23	2	Annually	Open and clean with vacuum cleaner.
2	3.8.10	3-23	2	Annually	Check for corrosion and moisture.
3	3.8.10	3-23	2	Annually	Check for unusual humming or other noises while operating. This may indicate loose bus bar connections.
4	3.8.10	3-23	2	Annually	Check for evidence of overheating.

3.8.11 Incoming Service, Automatic Transfer Switch Panel, and Generator

1	3.8.11	3-24	1	6 months	Test the automatic transfer switch with the generator. Verify that the automatic transfer switch and generator operate properly. Annually (Use Form 6-9)
1	3.8.11	3-24	1	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner from the automatic transfer switch.
2	3.8.11	3-24	1	Annually	Check for corrosion and moisture on the automatic transfer switch.
3	3.8.11	3-24	1	Annually	Check for worn or broken mechanical parts on the automatic transfer switch.
4	3.8.11	3-24	1	Annually	Discolored connections on terminals, contact supports, bus bars, or connectors usually indicate that overheating has occurred, probably because of loose connections. Clean connection points that are discolored. Tighten all hardware. Replace or repair heat damaged wire and connectors from the automatic transfer switch and power receptacle.

3.9 Lighting Systems

3.9.1 Navigation Lights

1	3.9.1	3-25	9	Weekly	Check pier and channel lights to confirm proper operation.
2	3.9.1	3-25	9	Weekly	Replace lamps or fixtures, as needed.
1	3.9.1	3-25	9	Annually	Clean globes, interior surface, and weep holes.
2	3.9.1	3-25	9	Annually	Check gaskets.
3	3.9.1	3-25	9	Annually	Tighten loose connections.
4	3.9.1	3-25	9	Annually	Inspect for corrosion of metal parts.
5	3.9.1	3-25	9	Annually	Replace worn or broken mechanical parts.
6	3.9.1	3-26	9	Annually	Replace lamps.

3.9.2 Traffic Signals					
1	3.9.2	3-26	11	Weekly	Check lights for proper operation. Replace lamps as needed.
1	3.9.2	3-26	11	Annually	Replace all lamps. Verify lamp filament is properly aligned with respect to the lens to maximize lens refraction.
2	3.9.2	3-26	11	Annually	Clean all reflectors and lenses, and spot paint heads.
3.9.3 Gate Lights					
1	3.9.3	3-27	12	Weekly	Inspect flashing lights and verify that they work properly. Replace light bulbs as required. Check that the lights are firmly attached to the arm and tighten as required.
1	3.9.3	3-27	12	6 Months	Inspect flashing lights and verify that they work properly. Replace light bulbs as required. Check that the lights are firmly attached to the arm and tighten as required.
2	3.9.3	3-27	12	6 Months	Check wiring for evidence of excessive overheating. Determine cause and repair as necessary.
3.9.4 Interior and Exterior Lights					
1	3.9.4	3-27	many	Weekly	Check for burned-out lamps. Replace lamps as needed.
2	3.9.4	3-27	many	Weekly	Test emergency lights for proper operation, repair/replace as needed.
1	3.9.4	3-27	many	Annually	Clean luminaire lenses, interior surfaces, and weep holes (where applicable).
2	3.9.4	3-28	many	Annually	Check gaskets and replace as needed.
3	3.9.4	3-28	many	Annually	Tighten loose connections.
4	3.9.4	3-28	many	Annually	Inspect for corrosion of metal parts. Spot paint as necessary.
5	3.9.4	3-28	many	Annually	Replace worn or broken parts.
3.10 Electrical Motors, Thruster Brake Motors, and Solenoid Brakes					
3.10.1 Electric motors					
1	3.10.1	3-29	16	Annually	Verify that shaft is free of oil and grease from bearings.
2	3.10.1	3-29	16	Annually	Check for leakage around bearings. Clean off excess grease and dirt.
3	3.10.1	3-29	16	Annually	Verify that shaft end-play is normal.
4	3.10.1	3-29	16	Annually	Inspect and tighten electrical connections on motor.
5	3.10.1	3-29	16	Annually	See that all keys, bolts, and pins are in their proper position. Check all bolts for tightness. If loose, tighten.
6	3.10.1	3-29	16	Annually	Check operation of space heaters where applicable. This can be accomplished by touching the motor to see if it is warm before operation.
7	3.10.1	3-29	16	Annually	During operation, examine motor for smooth running and absence of vibration.
8	3.10.1	3-29	16	Annually	During operation, check motor and bearing for overheating.
9	3.10.1	3-29	16	Annually	Lubricate motor bearings equipped with grease fittings or oil spout filler, using Chevron GST-68 oil or Molub Alloy 777 NGLI No. 2 grease. Where grease tubes have threaded plugs, remove plugs on both sides. Install grease fitting on one side and lubricate bearings with grease gun. Grease must be allowed to vent through the open plug or the seal will be damaged and grease will enter the motor windings. Remove the grease fitting and install the plugs.
10	3.10.1	3-29	16	Annually	Check painted surfaces for signs of corrosion. Spot paint as necessary. Do not paint nameplates.

11	3.10.1	3-29	16	Annually	Perform Dielectric Tests: Perform megohm meter tests to check insulation resistance values on all three-phase motors. Make megohm measurements from each phase to ground, and measurements should be identical for all phases. (Perform a phase to phase reading, which should be zero, to verify the motor leads are properly selected.) Readings should be taken using a 500 volt DC hand cranked or battery operated Megger. Readings can be made from the opened insight disconnecting equipment. The readings will include the short run of feeder wire. Overhaul shall be scheduled for motors when megohm measurements from phase to ground are projected to reach 2.0 megohms or less. If the megohm value reaches 1.0 megohm, overhaul is mandatory. When low readings are taken, open the motor terminations and take readings directly at the motor to confirm the results.
12	3.10.1	3-30	16	Annually	Check the phase currents flowing in motors under loaded conditions with a clamp-on ammeter for motors 1 horsepower or larger. Utilize a true RMS ammeter. Compare the measured current with the nameplate data.
1	3.10.1	3-30	16	Eight Years	Repaint motors. Do not paint nameplates.
3.10.2 Thrustor Brake Motors					
1	3.10.2	3-31	8	Annually	Perform a general visual inspection while stationary and during bascule leaf operation.
2	3.10.2	3-31	8	Annually	Electrical Components: Check electrical connections and tighten as necessary.
3	3.10.2	3-31	8	Annually	Check for excessive heating of parts evidenced by discoloration of metal parts, charred insulation, or odor. Check for collections of dirt or gum, evidence of water dripping, or corrosion. Clean as necessary.
4	3.10.2	3-31	8	Annually	Check for excessive vibration or noise during operation.
5	3.10.2	3-31	8	Annually	Check limit switch operation. Check lever arm to shaft connection for tightness and corrosion. Tighten and clean as needed. Check lever arm rollers for free rotation, roundness and cracks or breakage.
6	3.10.2	3-31	8	Annually	Perform Dielectric Tests: Perform megohm meter tests to check insulation resistance values on all three-phase motors. Take megohm measurements from each phase to ground; measurements should be identical for all phases. Readings should be taken using a 500 volt DC hand cranked or battery operated Megger. Overhaul shall be scheduled for motors when megohm measurements from phase to ground are projected to reach 2.0 megohms or less. If the megohm value reaches 1.0 megohm, overhaul is mandatory.
3.10.3 Solenoid Brakes					
1	3.10.3	3-32	6	Annually	Perform a general visual inspection while stationary and during bascule leaf operation.
2	3.10.3	3-32 3-32	6	Annually	Electrical Components: check electrical connections and tighten as necessary.
3	3.10.3	3-32	6	Annually	Mechanical Components: inspect for wear, broken parts, and bolt and nut tightness. Check for freedom of moving parts (no binding or sticking).
4	3.10.3	3-32	6	Annually	Check for excessive heating of parts evidenced by discoloration of metal parts, charred insulation, or odor. Check for collections of dirt or gum, evidence of water dripping, or corrosion. Clean as necessary.
5	3.10.3	3-32	6	Annually	Check for excessive vibration or noise during operation.
3.11 Miscellaneous Electrical Systems					
3.11.1 Traffic Gongs					
1	3.11.1	3-33	2	Weekly	Check gongs for proper operation.

1	3.11.1	3-33	2	6 Months	Check for proper operation of the system. Correct as necessary.
2	3.11.1	3-33	2	6 Months	Tighten assembly bolts.
3	3.11.1	3-33	2	6 Months	Lubricate hammer mechanism with light machine oil.
3.11.2 PA Speaker System					
1	3.11.2	3-34	1	6 Months	Check for proper operation of the system. Correct as necessary.
2	3.11.2	3-34	1	6 Months	Check for corrosion and moisture.
3	3.11.2	3-34	1	6 Months	Check for excess heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.11.2	3-34	1	6 Months	Tighten loose connections.
3.11.3 Fire Alarm System					
1	3.11.3	3-34	1	6 Months	Check for proper operation of the system. Correct as necessary.
2	3.11.3	3-34	1	6 Months	Check for corrosion and moisture.
3	3.11.3	3-34	1	6 Months	Check for excess heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.11.3	3-35	1	6 Months	Tighten loose connections.
3.11.4 Intrusion Alarm System					
1	3.11.4	3-35	1	6 Months	Check for proper operation of the system. Correct as necessary.
2	3.11.4	3-35	1	6 Months	Check for corrosion and moisture.
3	3.11.4	3-35	1	6 Months	Check for excess heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.11.4	3-35	1	6 Months	Tighten loose connections.
3.11.5 Heating					
1	3.11.5	3-36	3	Annually	Check for proper operation.
2	3.11.5	3-36	3	Annually	Check for excessive heating of parts evidenced by discoloration of metal parts, charred insulation, or odor. Check for collections of dirt or gum, evidence of water dripping, or corrosion. Clean as necessary.
3	3.11.5	3-36	3	Annually	Check for excessive vibration or noise during operation.
3.12 Control Desk					
1	3.12.1	3-37	1	Annually	Open enclosure and clean with a vacuum cleaner. Remove accumulation of dirt, grease, and gum with contact cleaner.
2	3.12.1	3-37	1	Annually	Check for corrosion and moisture.
3	3.12.1	3-37	1	Annually	Check for excess heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.12.1	3-37	1	Annually	Tighten loose connections.
5	3.12.1	3-37	1	Annually	Check for worn or broken mechanical parts.
6	3.12.1	3-37	1	Annually	Lubricate door hinges and latches.
7	3.12.1	3-37	1	Annually	Check strip heaters for operation.
8	3.12.1	3-37	1	Annually	Check UPS for alarms and replace batteries as necessary.
9	3.12.1	3-37	1	Annually	Check PLC I/O drop for alarms or indications. Replace PLC I/O cards as required.
1	3.12.1	3-37	1	Six Years	Measure resistance to ground for the control desk using a ground test kit. Verify resistance is 25 ohms or less.
3.12.2 Control Panels					
<i>When replacing contacts or other current-carrying parts, clean surfaces that are to be bolted together.</i>					
1	3.12.2	3-38	2	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.
2	3.12.2	3-38	2	Annually	Check for corrosion and moisture.
3	3.12.2	3-38	2	Annually	Check for worn or broken mechanical parts.
4	3.12.2	3-38	2	Annually	Check UPS for alarms and replace batteries as necessary.
5	3.12.2	3-38	2	Annually	Check PLC racks for alarms and indicator lights. Replace PLC cards as required.
6	3.12.2	3-38	2	Annually	Check Contacts: <ul style="list-style-type: none"> • Replace entire relay if in poor condition. • When replacing contacts or other current carrying parts, clean surfaces that are to be bolted together.

7	3.12.2	3-38	2	Annually	Discolored connections on terminals, contact supports, bus bars, or connectors usually indicate that overheating has occurred, probably because of loose connections. Clean connection points that are discolored. Tighten all hardware. Replace or repair heat damaged wire and connectors.
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8	3.12.2	3-38	2	Annually	Insulating Parts: <ul style="list-style-type: none"> • Remove dust and dirt from insulating parts. • If carbonized tracks or cracked or broken insulators are found, replace the defective parts. • Before a repaired part is put into service, subject repaired part to an over-voltage test.
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3.12.3 Meters and Instruments

1	3.12.3	3-39	many	Annually	Tighten loose connections.
2	3.12.3	3-39	many	Annually	Check for corrosion and moisture
3	3.12.3	3-39	many	Annually	Inspect for cracks and broken cases or cover glass. Replace as necessary.
4	3.12.3	3-39	many	Annually	Remove accumulation of dirt, grease, and gum with contact cleaner.

3.12.4 Rotary Limit Switches

1	3.12.4	3-40	4	6 Months	Remove accumulation of dirt, grease, and gum.
2	3.12.4	3-40	4	6 Months	Check for excessive heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
3	3.12.4	3-40	4	6 Months	Check for freedom of moving parts (no binding or sticking).
4	3.12.4	3-40	4	6 Months	Check for corrosion and moisture.
5	3.12.4	3-40	4	6 Months	Tighten loose mountings and connections.
6	3.12.4	3-40	4	6 Months	Check for worn or broken mechanical parts.
7	3.12.4	3-40	4	6 Months	Check condition of gaskets, if present.

3.12.5 Lever operated Limit Switches

1	3.12.5	3-42	43	6 Months	Check mounting bolts and tighten as needed.
2	3.12.5	3-42	43	6 Months	Remove accumulation of dirt, grease, and gum.
3	3.12.5	3-42	43	6 Months	Check for excessive heating of parts, discoloration of metal parts, charred insulation, odor, or blistering.
4	3.12.5	3-42	43	6 Months	Check for freedom of moving parts (no binding or sticking).
5	3.12.5	3-42	43	6 Months	Check for corrosion and moisture.
6	3.12.5	3-42	43	6 Months	Tighten loose mountings and connections.
7	3.12.5	3-43	43	6 Months	Check for worn or broken mechanical parts.
8	3.12.5	3-43	43	6 Months	Check condition of gaskets, if present.
9	3.12.5	3-43	43	6 Months	Check lever arm for tightness, deformation, and damage to wheel.
10	3.12.5	3-43	43	6 Months	Check for proper actuation of the limit switch arm.

3.12.6 Position Transmitters

1	3.12.6	3-43	4	Annually	Check electrical termination and tighten as necessary.
2	3.12.6	3-43	4	Annually	Inspect interior of enclosure for moisture and corrosion.
3	3.12.6	3-43	4	Annually	Inspect coupling and shaft for wear.

Murray Morgan Maintenance Checklist/Responsibilities

See the Murray Morgan Bridge O&M Manual, section 4, pages 193-262 for mechanical and electrical maintenance requirements.

Moveable Bridge Openings 2019-2021

2019			2020			2021		
2019	MMB	Hylebos		MMB	Hylebos		MMB	Hylebos
Jan	6	256	Jan	8	151	Jan	5	290
Feb	7	305	Feb	9	395	Feb	6	278
March	6	352	March	8	319	March	10	309
April	10	344	April	10	249	April	13	347
May	11	407	May	13	401	May	13	381
June	21	451	June	16	336	June	15	436
July	15	390	July	24	365	July	42	409
Aug	24	396	Aug	27	481	Aug	20	414
Sept	11	330	Sept	20	405	Sept	14	400
Oct	8	347	Oct	11	339	Oct	9	369
Nov	14	340	Nov	8	346	Nov*	12	342
Dec	9	273	Dec	10	276	Dec*	9	274
Total	142	4191	Total	164	4063	Total	168	4249
Avg	12	349	Avg	14	339	Avg	14	354

*estimates Nov/Dec