



City of Tacoma, WA

**TACOMA POWER/TRANSMISSION & DISTRIBUTION
REQUEST FOR BIDS
FLAGGING & TRAFFIC CONTROL SERVICES
SPECIFICATION NO. TU22-0361F**



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

**REQUEST FOR BIDS TU22-0361F
Flagging and Traffic Control Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 13th, 2022

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

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

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

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

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

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

Project Scope: On call flagging and traffic control services for Tacoma Power, Tacoma Water, and Tacoma Rail.

Estimate: \$1,900,000 (three year term)

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 Erica Pierce, Senior Buyer by email to epierce@cityoftacoma.org

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



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

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SUBMITTAL CHECKLIST

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

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda.

The following items, in this order, make up your submittal package:		
1	One electronic copy of your complete submittal package in PDF format.	
2	Signature Page with <u><i>signature</i></u> , including acknowledgement of any addenda. This form is intended to serve as the first page of your submittal.	
3	Proposal - Pricing Sheets	
4	Contractor's Record of prior Contracts	
5	Safety Plan	
6	WA State Safety Violations Record	
After award, the following documents will be executed:		
7	Contract	
8	Certificate of Insurance (Appendix C)	
9	WA State Prevailing Wage Intent (Section 1.09 and Appendix B)	
10	Local Employment and Apprenticeship Training Program Forms (Section 1.06 & Appendix A)	

SUBMITTAL GENERAL INFORMATION

PRE-SUBMITTAL QUESTIONS

- A. Questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, November 23, 2022**, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.
1. Please indicate the specification number and title in the email subject line.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.
 3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **November 29, 2022**. Navigate to *Contracting Opportunities / Services*, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.
- C. The answers are not typically considered an addendum.
- D. To receive notice of the posted answers, you must register as “bid holder” for this solicitation.

Communication	Addressee
For all questions regarding Specification TU22-0361F	Erica Pierce Senior Buyer epierce@cityoftacoma.org - email

REVISIONS TO SPECIFICATION

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

SIGNATURE PAGE

CITY OF TACOMA TACOMA POWER / TRANSMISSION AND DISTRIBUTION

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

REQUEST FOR BIDS SPECIFICATION NO. TU22-0361F Flagging and Traffic Control Services

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

PROPOSAL - PRICING SHEETS

LABOR RATES					
Item #	Description	3 Year Estimate	Bid Unit	Unit Price	Extended (3 yr Est x Unit Price)
1	Traffic Control Flagging – Straight Time (6 flaggers; Tuesday, Wednesday, Thursday)	3,600	Per Hour (6 flaggers)	\$	\$
2	Traffic Control Flagging – Straight Time (4 flaggers; Monday, Friday)	2,400	Per Hour (4 flaggers)	\$	\$
3	Traffic Control Flagging – Overtime One & One-Half Time (1-1/2)	200	Per Hour (1 flagger)	\$	\$
4	Traffic Control Flagging – Overtime Double Time (2X)	30	Per Hour (1 flagger)	\$	\$
5	Traffic Control Flagging – Emergency/Storm (Section 2.03.3)	40	Per Hour (1 flagger)	\$	\$
6	Work Zone Setup/Take Down with Vehicle (Section 5.02.1)	40	Per Hour	\$	\$
Item #	Description			Bid Unit	Unit Price
7	Traffic Control Flagging – Straight Time – (outside of those provided per items 1 and 2)			Per Hour (1 flagger)	\$
SUB TOTAL LABOR ITEMS 1 – 7 (Tax does not apply to services performed in public right of ways per RCW 82.04.050)					\$

PROPOSAL - PRICING SHEETS

EQUIPMENT RENTAL RATES AND TRAFFIC CONTROL PLANS					
Item #	Description	3 Year Estimate	Bid Unit	Unit Price	Extended (3 yr Est x Unit Price)
8	Trailer Mounted Light Tower Minimum 250k lumens total; Min height 20' 360 degree rotation	6	Per Day	\$	\$
9		2	Per Week	\$	\$
10	Portable Changeable Message Sign (PCMS) 3 text lines; minimum Character height 18"	6	Per Day	\$	\$
11		2	Per Week	\$	\$
12	Trailer Mounted Arrow Board Solar Powered; 25 lamps	4	Per Day	\$	\$
13		2	Per Week	\$	\$
14	Mobile Handheld Battery Operated Area Light with 360 degree rotation mast Minimum 3k lumens	4	Per Day	\$	\$
15		1	Per Week	\$	\$
16	Reflective Traffic Drum W/Base - Orange	24	Per Day	\$	\$
17		12	Per Week	\$	\$
18	Reflective Cones – Minimum Height 18"	24	Per Day	\$	\$
19		12	Per Week	\$	\$
20	Traffic Signs – Class "B" Construction	12	Per Day	\$	\$
21		4	Per Week	\$	\$
22	Type II Break-away Traffic Barricade	6	Per Day	\$	\$
23		2	Per Week	\$	\$

PROPOSAL - PRICING SHEETS

EQUIPMENT RENTAL RATES AND TRAFFIC CONTROL PLANS (Cont.)					
Item #	Description	3 Year Estimate	Bid Unit	Unit Price	Extended (3 yr Est x Unit Price)
24	Planned Mobilization for Rental Equipment Line items #8-23 (Section 5.02.2)	30	Include Delivery & Pickup	\$	\$
25	Emergency/Storm Mobilization for Rental Equipment Line items #8-23 (Section 2.03.3)	4	Include Delivery & Pickup	\$	\$
26	Traffic Control Plan – Standard Rate (7-10 Business Days)	20	Sheet	\$	\$
27	Traffic Control Plan – Expedited Rate (24-96 hours)	10	Sheet	\$	\$
SUB TOTAL EQUIPMENT RENTAL RATES (ITEMS 8 – 27)					\$
SALES TAX FOR EQUIPMENT RENTAL ITEMS @ 10.3% (Actual tax for rental equipment will be based upon the delivery location)					\$
SUBTOTAL OF ALL ITEMS (To be read at Bid Opening)					\$
TOTAL (all items, including sales tax)					\$



Specification TU22-0361F
Flagging and Traffic Control Services

PROPOSAL – SUPPLEMENT FORM

ANNUAL ESCALATION:

List below the maximum escalation to be applied to labor line items #1-5 on the anniversary date of the contract award. See Section 2.01.4 “Annual Price Adjustment”.

Unit prices for labor items only may be escalated annually on the anniversary date of the contract award. An annual maximum of 5% will be considered. The escalation for contract years 2 & 3 will be included in the bid evaluation per Section 1.05.1A	Contract Year	Maximum Escalation (In percent)
	2nd	%
	3rd	%
	4th*	%
	5th*	%

*Optional contract renewal year

CONTRACTOR'S OFFICE HOURS:

What are your normal business hours: _____

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

EMERGENCY/STORM RESPONSE TIME:

Is your firm able to provide a minimum of two (2) flagging personnel to a job site located within the Tacoma Power service area (Appendix E) within 90 minutes of receiving notification? ____ Y ____ N .

See Section 2.03.3 for additional details.

Identify below any response time that is different than that listed above.



Each submittal shall include a summary of work that includes the information requested below. The information may be provided on company letterhead in place of using this form (See Section 1.04.1).

[illegible]

SAFETY PLAN

In the space below or on a separate sheet the Respondent must provide a comprehensive safety plan addressing the following requirements: (See Section 5.03.1)

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

Name	Title	Contact Number

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

SECTION 1 – PROJECT INFORMATION

1.01 – PROJECT OVERVIEW

For the purposes of this project the work to be performed shall follow the definition of [WAC 296-127-01329](#).

The work outlined in these specifications and to be performed in the resulting contract consists of furnishing qualified traffic control flaggers, equipment, transportation and the required supervision to assist the work forces of Tacoma Public Utilities (TPU), including construction contractors. The work may be performed within the right-of-ways of private, county, city, highway, and limited access freeway roadways.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the workers, the public, and property in connection with the performance of the work identified in these specifications.

1.01.1 - BUSINESS UNITS FOR TACOMA PUBLIC UTILITIES

The TPU Divisions that will utilize services under the awarded contract(s) are:

- Tacoma Power
- Tacoma Water
- Tacoma Rail

Each business unit of TPU will assign the work specific to their department.

1.01.2 - LISTING OF WORK

Traffic flagging services will consist of:

- **Performing** traffic control flagging duties as outlined in this document
- **Assisting** work crews in the setting up of traffic control devices
- **Providing** traffic control signal devices

All work shall be done in accordance with the operating standards of Tacoma Power, Tacoma Water, Tacoma Rail, State of Washington regulations (RCW & WAC), and as listed within the Manual of Uniform Traffic Control Devices (MUTCD). Work will be performed under the general direction of TPU personnel.

1.01.3 - PROJECT LOCATION

Contract personnel and equipment may be assigned within the services areas of TPU and along transmission and rail corridors.

Locations include:

- Tacoma Power service area within Pierce County which includes the communities of University Place, Fife, Fircrest, Spanaway, Parkland, Graham, Lakewood, Summit, Fredrickson (See map in Appendix E).
- Tacoma Public Utilities Electrical Transmission & Generation, and Water facilities located in Lewis, King, and Mason counties which include the

following facilities: Green River Watershed, Cushman Hydro Project, Alder-La Grande Hydro Project, Mayfield-Mossyrock Hydro Project and associated transmission corridors, Cowlitz, Nisqually, Cushman and Wynoochee.

Project work locations may change during the course of a single work day and require flagging personnel to relocate.

Charges for travel beyond the locations noted above will be accepted on a case by case basis with prior approval from the CITY.

1.02 - DEFINITIONS

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

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

1.03 - RESPONSIVENESS

Bid proposals shall allow sixty (60) days from the date of bid opening for acceptance by the City of Tacoma. All bid proposals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid proposal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed by the City of Tacoma to be immaterial. The City of Tacoma also reserves the right to not award a contract or to issue subsequent RFB's.

1.04 - QUALIFICATION OF CONTRACTORS

Only contractors experienced in this type of work, and with a record of successful completion of jobs of similar scope over a period of two (2) years or more will be considered. All roadway flaggers providing services per this contract shall be employees of the contractor.

1.04.1 - RECORD OF PRIOR CONTRACTS

The Respondent must complete and include in their submittal the "Contractor's Record of Prior Contracts" form which is contained in the Bid Proposal documents. A minimum of **five** references from a contract similar in scope to that described in this RFB are required.

1.04.2 - JUDGE OF QUALIFIED CONTRACTOR

The City will be the sole judge of the Respondent's ability to meet the requirements of this paragraph. The City will consider factors such as the length of time the company has been providing flagging services, the type of flagging services administered, past performance, safety violations and responses from the references provided on the "Contractor Record of Prior Contracts Form".

1.04.2A - UNQUALIFIED CONTRACTORS

Bids of inexperienced contractors and those who have failed to satisfactorily perform other similar contracts with the City or other agencies may be rejected for such cause.

1.05 - EVALUATION OF BIDS

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit pricing per line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more.

1.05.1 - EVALUATION

The award of contract(s) per this specification will not be based on cost alone as other factors and features are equally important. In evaluating the bids, the City may also consider any or all of the following in addition to the submitted Proposal Pricing:

- Compliance with these specifications
- Bidder's responsibility based on, but not limited to:
 1. Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
 2. References, judgment, experience, efficiency, and stability.
 3. Whether the work can be performed within the timeframe specified.
 4. Quality of performance of previous contracts or services.

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

1.05.1A- UNIT PRICE EVALUATION

The evaluation to determine the order of the submittals will include unit prices quoted plus the annual labor rate escalation submitted on the "Proposal - Supplement Form" for the 2nd and 3rd years of the contract.

To assist in determine the order of the bidders the following process will be used for evaluation of labor line items #1-7.

Year	Price		Quantity		Total
Year 1	Unit Price Quoted (firm for 1 st year)	x	1/3 quantity	=	Sum for Year 1
Year 2	Unit price Quoted x % increase for 2 nd year	x	1/3 quantity	=	Sum for Year 2
Year 3	Unit price for 2 nd year x % increase for 3 rd year	x	1/3 quantity	=	Sum for Year 3
Bid Evaluation Sum of the three years				=	Sum (1+2+3)

1.06 - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Program requirements and forms can be found at the [City of Tacoma LEAP website](#).

1.06.1 - LEAP REQUIREMENTS

This project requires 15 percent local employee utilization and an additional 15 percent apprentice utilization requirement (see Appendix B).

1.07 – EQUITY IN CONTRACTING (EIC) PROGRAM

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](#).

1.08 - RETAINAGE

For this project Retainage will not be withheld.

1.09 – PREVAILING WAGES

This project requires prevailing wages under chapter [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid no less than the applicable prevailing rate of wage. Please see Prevailing Wage Rates and Intent and Affidavit Information for On Call Contracts (Appendix B).

1.10 – STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply. The provisions found in Sections 1 through 5 of this specification will prevail over any conflicting provisions found in the City of Tacoma Standard Terms and Conditions.

END OF SECTION

SECTION 2 – SUMMARY OF WORK

2.01 – CONTRACT DEFINITION

2.01.1 - AWARD

Contract(s) will be awarded to the lowest responsive, responsible bidder(s) based on price, quality, and availability. The award recommendation will be submitted for final approval to the Public Utility Board.

2.01.1A - NUMBER OF CONTRACTS TO BE AWARDED

The City will take into consideration submitted pricing and the evaluation factors set forth in Section 1.05 of these specifications. A single contract or multiple contracts may be awarded based upon the best interests of the City.

TPU may establish a “*primary*” contract with the determined low responsive bidder and a “*back-up*” contract with the second low responsive bidder. The “*back-up*” contract would be utilized during the following circumstances until a resolution has been reached.

- The primary contractor does not have sufficient resources to fulfill all flagging personnel requests.
- The City becomes aware of non-payment of employee wages, prevailing wage claims or unpaid taxes due from the primary contractor.
- Documented negative performance and/or safety concerns brought to the attention of the primary contractor which are not addressed in a timely matter.
- Failure to comply with all applicable provisions of federal, state, county and municipal safety laws and regulations.

2.01.1B - QUANTITY OF WORK

Quantities indicated in the bid proposal sheet are for bidding purposes only and reflect the estimated total requirements of TPU for a three year period. The City reserves the right to increase or decrease quantities under the contract and pay according to the unit prices quoted in this proposal.

Receipt of a contract from the City of Tacoma to perform flagging services for TPU does not guarantee that the full value of the contract will be exercised. It also does not guarantee that work will be assigned immediately upon receipt of contract.

2.01.1C - FLAGGING CREW REQUIREMENTS

Six (6) flaggers shall be on-site each week on Tuesday, Wednesday, and Thursday. Four (4) flaggers shall be on-site each week on Monday and Friday. Flaggers will be distributed between Tacoma Power, Tacoma Water, and Tacoma Rail as required.

2.01.1D - FLAGGING CREW CANCELLATION

TPU will provide notice of cancellation a minimum of five (5) business days prior to the date(s) crews are not required. No payment shall be made for canceled date(s) provided advance notice is given within the timeframe noted above.

2.01.2 – AWARD DATE OF CONTRACT

The “*Award Date of the Contract*” will commence when all required contract, bonding and insurance documents have been fully signed and executed by the selected contractor(s) and the City of Tacoma. The routing of these documents to obtain the signatures of representatives from both parties will occur following approval of the contract by the Public Utility Board. After a contract is fully executed by both parties, the business units of TPU will, at their discretion, identify work and contact the contractor(s) as needed.

2.01.3 – TERM OF CONTRACT

The term of this contract is from the date of award per Section 2.01.2 through the subsequent 36 month period. Two (2) one-year contract extensions may be considered upon mutual agreement of both parties to extend the contract under the same terms and conditions of the original contract.

2.01.4 – ANNUAL PRICE ADJUSTMENT

Unit pricing will remain firm for the first year (12 months) of the contract. On the anniversary date (12 months after award), the successful bidder(s) may submit a request to escalate/de-escalate unit prices for labor items only (items #1-7). Increases are not to exceed the fixed percentage as submitted in the Respondents(s) proposal. Equipment rental rates will remain firm for the life of the contract.

2.01.4A – PROCESS FOR ADJUSTMENT

The contractor may request a rate adjustment 30 days prior to the contract anniversary date. Written requests for rate changes should be submitted via email to the TPU contract manager. The City will review the escalation percentage submitted on the contractor's Proposal Pricing Sheet as well as consideration of the following:

Any request for increase may be evaluated against various markets, including but not limited to the Consumer Price Index for All Urban Consumers (CPI-U) of the U.S. City Average Index for the comparable period (<http://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>), state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments.

The City reserves the right to consider the reference data of market indexes when administering rate adjustments.

2.02 – COMMENCEMENT OF WORK

The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work.

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

2.02.1 - CONTRACT DOCUMENTS

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

- Contract signed by the appropriate officer of the company
- Insurance certificate meeting the City's requirements
- Intent to Pay Prevailing Wages
- Prime Contractor LEAP Utilization Plan

2.03 - CONTRACT WORK TIMES

Contract work times are defined as listed in the following section. City legal holidays are listed in Section 1.24 of the Standard Terms and Conditions.

2.03.1 - REGULAR WORK SHIFTS

The City straight-time work schedule includes the following:

Shift Type	Description
5-8's	Five 8 hour days per week
4-10's	Four 10 hour days per week
9-80's	80 hours in a two (2) week period with only nine (9) working days

When flaggers are scheduled to a TPU crew working one of the above schedules, such scheduled work shall be considered straight-time work and not overtime work for payment purposes. Flaggers will not be guaranteed a full 40 hours per week and regularly work partial shifts as needed.

2.03.2 – OVERTIME AND HOLIDAY PAYMENT

Work schedules that are subject to overtime and holiday payment will be in accordance with "Washington State Prevailing Wage Rates for Public Works Contracts" as published by the State of Washington, Department of Labor and Industries.

In no case will the City pay overtime rates if the on-site flagger is not making the overtime pay or is working a schedule as described in Section 2.03.1. The City reserves the right to audit billings to ensure billed straight-time and overtime hours match certified payrolls.

2.03.3 – EMERGENCY/STORM RESPONSE

On occasion, a division of TPU may require the contractor to provide immediate response of the services outlined in these specifications. Rapid deployment of flagging services and/or traffic control devices may be required due to weather related events, emergency utility work or other unforeseen event. The Respondent shall indicate their ability to respond to requests for emergency flagging services in the space provided on the "Proposal – Supplement Form".

The submittal of a notification for emergency response may occur during or after regular business hours. Flagging services and/or rental equipment mobilization performed between the hours of 7:00 pm to 4:00 am which are initiated as unplanned work may be billed at the "Emergency/Storm" line item rate (line items #5 & #25). All planned work that is scheduled at least 12 hours in advance is considered standard operations and is not eligible for the premium pay.

END OF SECTION

SECTION 3 - MEASUREMENT AND PAYMENT

3.01 - ADMINISTRATION

This section shall include the measurement and payment criteria applicable to work performed under the contract.

3.01.1 - AUTHORITY

The appropriate designee of each business unit of TPU will coordinate directly with the contractor for requests for work to be performed under the contract.

3.01.2 - UNIT QUANTITIES SPECIFIED

Estimated quantities indicated on the "Proposal Pricing Sheet" are for bidding purposes only. Actual quantities and measurements supplied and verified by the designee of each business unit of TPU and contractor will determine payment.

3.01.3 - CONTRACT PRICE

The unit prices bid shall be full and complete compensation for the contract work, together with the tools and equipment identified in Section 5.01.3, appropriate clothing, and all other costs including administrative/overhead incurred by the contractor for completing the work in accordance with these specifications.

3.01.3A - CREW DOWN-TIME

TPU will not pay for contractor's time lost due to:

- Vehicle and equipment problems
- Correction of safety related items
- Contractor crew safety meetings
 - *Contract Crews are expected to participate in TPU daily tail-gate meetings and will be paid for this time. TPU, however, will not pay for contractor's safety meetings that are mandated by OSHA and other safety mandates.*
- Any other reason the designee of each business unit identifies for time not directly benefiting TPU

3.01.3B – FLAGGING SERVICES MINIMUM PAYMENT

Measurement for the payment of flagging services will be per two hours. A minimum charge of two (2) hours will be designated for each scheduled work notification. The two hour minimum charge will not apply if notification of cancellation of work is submitted to the contractor within five (5) business days prior to start of work for Items 1 and 2 and within three (3) business days for all other scheduled work.

3.01.3C - MEAL AND REST PERIODS

Meal and rest periods shall be as required by [WAC 296-126-092](#).

3.01.3D - PAYMENT ON INVOICES

Payment shall be on an hourly basis and start when the flagger(s) is/are on site ready to begin work, including the necessary equipment, transportation, and tools required.

3.01.3E - DAILY TIME SHEETS

Flaggers shall complete a daily time sheet before leaving the project site. If multiple sites are worked in one day, each project will have a time sheet submitted. Time sheets are to be submitted to the TPU crew foreman assigned to the project site. The foreman will review documented hours and indicate their concurrence by signature.

3.01.4 – ADDITIONAL SERVICES

The City reserves the right to add additional products and/or services normally provided by the contractor upon mutual agreement of the contractor as long as the same pricing structure/profit margin is given that is contained in the original contract. Any product or service added to this contract shall be documented by way of a written Change Order to include a signature of agreement from both contracting parties. The vendor shall submit in writing the product and/or service description with pricing prior to commencement of servicing. The City will not be bound by any expansion or modification that has not been formally approved.

3.02 – BILLING, INVOICING, AND PAYMENTS

The contractor shall submit to the appropriate TPU business unit a detailed invoice for each payment describing all work performed under the terms of the contract up to the time of the application.

3.02.1 - INVOICES

Invoices shall be submitted on a weekly basis within 10 days of the work performed. The following shall apply:

3.02.1A - TIME SHEETS

Invoices shall include copies of actual flagger daily time sheets.

Each timesheet shall have:

- The TPU accounting numbers (work orders)
- Work location
- Number of hours worked
- Date of work
- TPU foreman's signature

Only properly filled out timesheets will be paid when invoiced.

3.02.1B - INVOICE DETAIL

The invoice shall identify:

- Contract number
- Reference to the contract line item number
- Hours and charges due
- Flagger name or reference # from time sheet
- Dates for billing period

*An example of an acceptable invoice is attached as Appendix D.

3.02.1C - SUBMISSION OF INVOICES

Invoices shall be submitted to:

P.O. Box 1717
3628 S. 35th St.
Tacoma, WA 98401-1717

Attention of:

Department	Contact
Tacoma Power Transmission & Distribution	Brian Perry 3628 South 35 th Street Tacoma, WA 98409
Tacoma Water	Deanna Pollard 3506 South 35 th Street Tacoma WA 98409
Tacoma Rail	Kari Halliday 2601 SR 509, North Frontage Road Tacoma, WA 98421

3.02.1C.1 - END OF YEAR

End of year invoices are **required by January 5** of the immediately following year.

3.02.2 – PAYMENT

The City's preferred method of payment is by credit card. Respondents may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

1. Payment methods include:

- a. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.
 - Vendors must be PCI-DSS compliance (secure credit card data management).
 - Vendors 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.
- b. Check, wire transfer or other cash equivalent.
- c. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).

2. The City may consider cash discounts when evaluating submittals. See Section 1.20 of the Standard Terms and Conditions.

3.02.2A - UNSATISFACTORY PERFORMANCE

In the case of unsatisfactory performance, the payment shall be made after the Supplier has made the necessary repairs and/or modifications and satisfactory performance is obtained, or the unit is replaced.

3.03 - INDEPENDENT CONTRACTOR

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

END OF SECTION

SECTION 4 - PROJECT COORDINATION

4.01 – QUARTERLY CONTRACT PROGRESS MEETINGS

A quarterly meeting will be scheduled between representatives of TPU and the Contractor. The meeting is to be held within the immediate proximity of the Tacoma Public Utilities administrative offices in Tacoma Washington. The purpose of this meeting is to review contract performance as well as provide an opportunity to discuss any measures necessary to ensure an efficient progress of work.

4.02 - PERMITS

The City will obtain the required traffic control permits.

4.03 – TRAFFIC CONTROL PLANS

TPU will use jurisdictional MUTCD pre-approved traffic control plans selected by certified Traffic Control Supervisors. At the request of TPU, the Contractor may be required to provide traffic control plans per line items 26 and 27.

4.04 - PERSONS TO BE CONTACTED

A list of the TPU personnel who may need to be contacted prior to or during progress of the work will be provided upon award of contract(s).

4.04.1 - POST AWARD

Following award of contract(s), all questions or concerns shall be directed to the TPU business unit who assigned the contract work.

4.05 – CONTRACT COMMUNICATION

Both parties will make every reasonable effort to communicate any and all issues concerning this contract in a timely manner. Resolution of any issues will be aggressively pursued by the appropriate contract manager.

END OF SECTION

SECTION 5 – FLAGGER REQUIREMENTS

5.01 - QUALIFIED FLAGGERS

Roadway Flaggers provided per this contract shall meet the following requirements in addition to the requirements of [WAC 296-127-01329](#).

5.01.1 - TRAINING AND CERTIFICATION

All roadway flaggers supplied per this contract shall have met the following requirements:

- Successfully passed certified training course as required by [WAC 296-155-305 \(6\)](#) and possess a State of Washington Traffic Control Flagger Card (flaggers must have this card on their person while flagging).
- A valid State of Washington driver's license.
- Proof of car insurance per [RCW 46.29.460](#).

5.01.1A - FLAGGING CARDS FROM OTHER STATES

Flaggers possessing certified flagging cards from other states must be confirmed to have reciprocity agreements with the State of Washington.

5.01.2 - REMOVAL AND EXCLUSION FROM WORK

Upon documented unsatisfactory performance, the City through the TPU contract administrator will notify the contractor of roadway flaggers that are to be removed from work and excluded from future use per this contract.

5.01.3 - TOOLS, EQUIPMENT, AND CLOTHING

All roadway flaggers supplied per this contract shall arrive at the work sites with their flagging card and the following tools, equipment, and clothing. The City will not provide these tools and equipment:

Worksite Conditions	Requirements
General While flagging during daylight hours, a flagger must, at a minimum, wear:	<ul style="list-style-type: none"> • <u>Hardhat</u> – It shall be high visibility in type. The acceptable high visibility colors are white, yellow, yellow-green, orange or red. • <u>Flagging vest or garment</u> designed according to Class 2 specifications in ANSI/ISEA 107-2015, American National Standard for High Visibility Safety Apparel. Specifically, a garment containing at least 775 square inches of background material and 201 square inches of retro-reflective material that encircles the torso and is placed to provide 360 degrees visibility around the flagger. The acceptable colors are fluorescent yellow-green, fluorescent orange-red or fluorescent red. • <u>Reflective Flagging Paddle</u> meeting the MUTCD, 2009 Edition-Revision 2, Part VI. • <u>A method of warning flaggers</u> of activities from behind as required by WAC 296-155-305 (4)

	<ul style="list-style-type: none"> • <u>Appropriate footwear</u> for job site activities including extended periods of time standing.
Night time While flagging during the hours of darkness, a flagger must at least wear:	<ul style="list-style-type: none"> • <u>Hardhat</u> – It shall be high visibility in type that is marked with at least 12 square inches of retro-reflective material applied to provide 360 degrees of visibility. • <u>A high visibility safety garment</u> designed according to Class 2 specifications in ANSI/ISEA 107-2015 over white coveralls, <u>or</u> other coveralls or trousers that have retro-reflective banding on the legs designed according to the referenced standard. • <u>Work Site Illumination</u> per WSDOT Requirements
Rain/Showers	<ul style="list-style-type: none"> • During inclement weather, white rain gear or rain gear designed according to ANSI/SEA 107-2015 may be substituted for white coveralls.

5.01.3A - APPROPRIATE CLOTHING

Roadway flaggers shall arrive at the job site in clothing appropriate for the work site and conditions encountered. The clothing shall be modest in nature and not cause undo distraction to drivers, pedestrians, and job site workers.

5.01.3B - REQUIREMENTS PER WAC 296-155-305

Required protective equipment shall be provided by the contractor and worn at all times when an employee is at the job site. If at any time during the term of the contract the apparel and/or equipment requirements for flaggers are modified and/or added within [WAC 296-155-305](#), it will be the responsibility of the contractor to make any and all accommodations required.

5.01.3C – FLAGGER COMMUNICATION

Roadway flaggers shall be able to be contacted by the contractor at all times, whether in route or at the job site.

5.01.4 - WORK SITE ORIENTATION

The lead foreman at the job site will familiarize the flaggers with the project site, expected activities, and their expectations for performance.

5.02 - TRAFFIC CONTROL DEVICES

Traffic control signal devices may be supplied by TPU, rented from the contractor according to the contract price or supplied by another equipment rental agency. In accordance with these specifications flaggers shall be capable of assisting the TPU lead personnel in the set-up of the traffic control devices. These duties are to be considered part of standard flagging operations.

5.02.1 – WORK ZONE SETUP/TAKE DOWN

On occasion, a TPU department may require the contractor to independently coordinate setup/take down of traffic control devices at a project site. This expanded scope of service will be billed at the contract rate for bid line item #6. Work tasks to be performed within this rate classification will include self-interpretation of the traffic control plan to determine placement of traffic control devices and equipment for the work zone. The traffic control plan will be provided to the contractor with minimum advanced notice of 72 hours prior to commencement of the project.

Job site setup/take down may occur before and/or after TPU crews are present at the job site and will require the contractor to utilize their vehicle to coordinate placement of the traffic control devices. The contractor's vehicle must be able to transport traffic control devices and shall be a minimum size of a standard flatbed pick-up truck.

5.02.2 – MOBILIZATION OF RENTAL EQUIPMENT

Mobilization/De-mobilization will be paid only for rental equipment line items #8-23. Pricing for traffic control equipment mobilization is to be offered as a single flat rate to include the delivery and pickup from a TPU job site within the service territory located within Pierce County. If Mobilization/De-mobilization is required to a job site located outside of Pierce County the rate will be mutually negotiated prior to the time of service.

If multiple rental equipment items (i.e. traffic signs + trailer mounted device) are able to be transported using a single contractor's vehicle, only one mobilization fee will be paid. The fee to be paid will be to the highest of the equipment items being transported.

5.03 - SAFETY

Due to the complexity and potentially hazardous conditions of utility work, TPU will not be responsible for the continuous monitoring and supervision of the behavior and activities of flaggers assigned to the work site. Once the flaggers have been informed of the potential hazards associated with the work to be performed by TPU and traffic control devices have been placed, the flaggers will be solely responsible for compliance with all applicable provisions of federal, state, county and municipal safety laws and regulations.

5.03.1 - SAFETY PLAN

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

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

5.03.2 – WA STATE SAFETY VIOLATION RECORD

The contractor shall submit with their proposal a copy of the firms State Safety Violations Record for the last three (3) years. The report may be obtained from



Specification TU22-0361F
Flagging and Traffic Control Services

the WA State Department of Labor and Industries (Olympia 360-902-5226).
Please allow sufficient time for a response to your request.

END OF SECTION

APPENDIX A

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required 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 ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000
2. **APPRENTICE GOAL:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.
3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.
4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

• 100% achievement	\$0.00 penalty	
• 99% to 90% achievement	\$2.00 penalty	
• 89% to 75% achievement	\$3.50 penalty	
• 74% to 50% achievement	\$5.00 penalty	
• 49% to 1% achievement	\$7.50 penalty	
• 0% achievement	\$10.00 penalty	

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and 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 Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **LEAP Weekly Payroll Report:** must be attached and filled out to the front of each certified payroll
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org

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 Community Empowerment Zone, 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” means the City of Tacoma, Department of Public Utilities.

Z. “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.

AA. 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.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; 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. 28520 Ex. A; passed Jul. 17, 2018; 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 Repealed by Ord. 27368. Good faith efforts.

(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 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)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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:

- **LEAP Employee Verification Form.** This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- **LEAP Weekly Payroll.** These must be submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

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

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must 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 Zip Codes, whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must 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) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE 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 employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. 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 EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ 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.

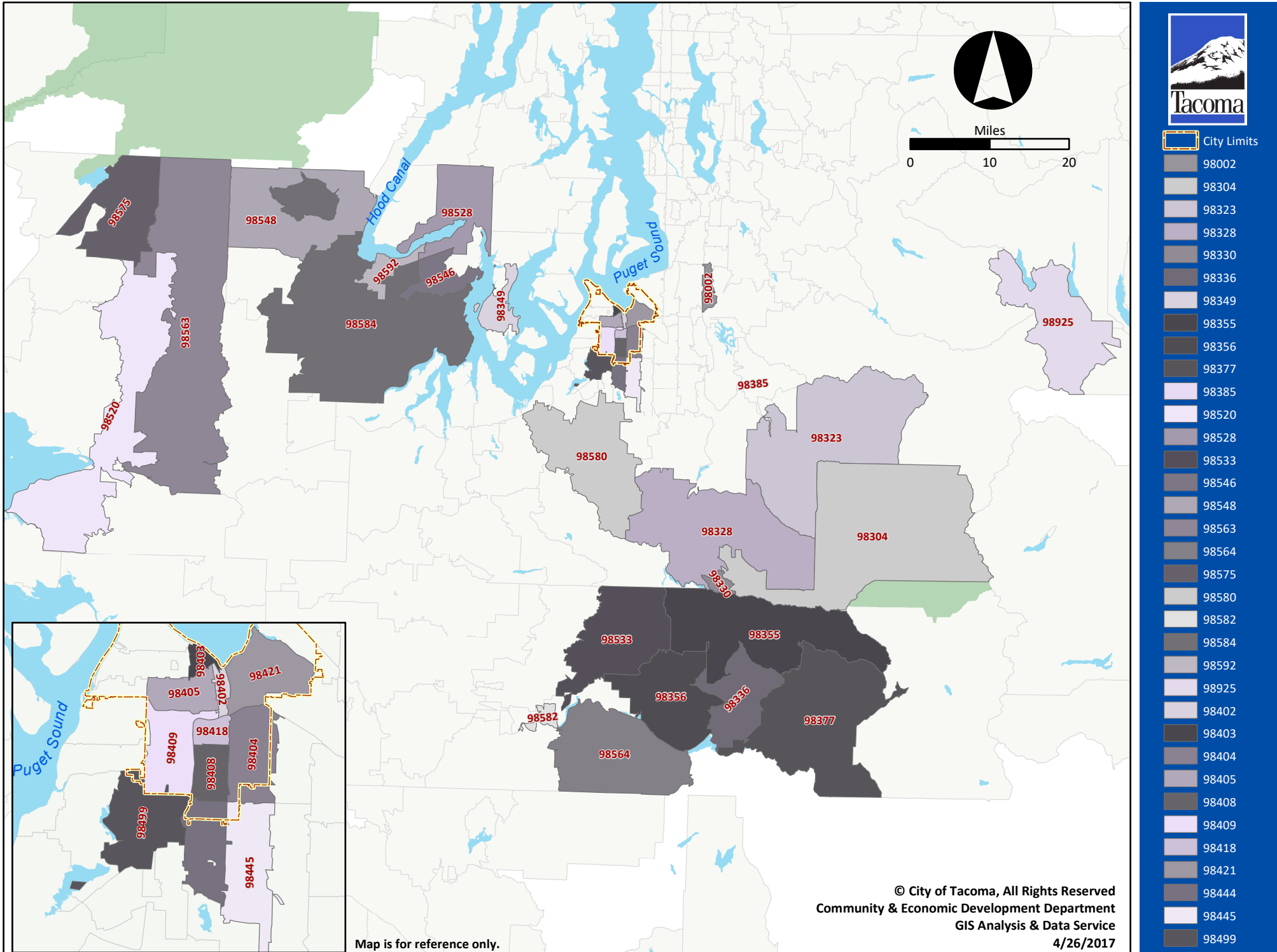
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map



Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

APPENDIX B

PREVAILING WAGE RATES AND INTENT AND AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

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 various Washington Counties.

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.

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 C

INSURANCE CERTIFICATE REQUIREMENTS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.6 Railroad Protective Liability Insurance

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

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

4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.7 Other Insurance

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

4.8 Other Conditions

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

APPENDIX D – INVOICE EXAMPLE



XYZ Company

PO Box 123
177117 Anywhere, USA 12345
Phone (555) 555-5555
Fax (555) 555-5555

Bill To:
City of Tacoma
TPU Department
Tacoma, WA 98409

Invoice No. 177117
Invoice Date: 11/01/2023

Work Week Ending Date: 10/29/2023

City Contract No. 4600001234

Date	DESCRIPTION	REG HOURS	OT 1-1/2	OT 2X
10/24/23	Flagger Card #12345	8	2	
10/25/23	Flagger Card #12346	3.5		
10/27/23	Flagger Card #12346	4.5		

	<u>TOTAL HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
Total Flagging Hours Straight Time – Item #1	16	\$XX.XX	\$X,XXX.XX
Total Flagging Hours OT 1-1/2 – Item #2	2	\$XX.XX	\$X,XXX.XX
Total Flagging Hours OT 2X – Item #3	-		

Subtotal \$X,XXX.XX
Sales Tax \$X,XXX.XX

INVOICE TOTAL \$X,XXX.XX

Terms: NET 30 Days

APPENDIX E

TACOMA POWER **SERVICE AREA**



TACOMA POWER
TACOMA PUBLIC UTILITIES

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

TACOMA POWER SERVICE AREA

