



City of Tacoma, WA

**TACOMA POWER
REQUEST FOR BIDS**

**PROFESSIONAL DIVING AND REMOTELY OPERATED VEHICLE INSPECTION
SERVICES**

SPECIFICATION NO. PG20-0374N



SPECIFICATION CONTENTS

This Specification contains the following:

1. Request for Bids
2. Bidder's Checklist
3. Letters and Calls
4. *SPECIAL NOTICE TO BIDDERS*
5. Signature Page
6. Certification of Compliance with Wage Payment Statutes
7. *State Responsibility and Reciprocal Bid Form*
8. Proposal Sheets
9. Contractor's Record of Prior Contracts
10. List of Equipment
11. Insurance Certificate Requirements
12. Performance Bond
13. Payment Bond
14. Contract
15. General Provisions
16. Plans
17. Special Provisions
18. Prevailing Wages
19. Special Provisions



**City of Tacoma
Tacoma Power/Generation**

**REQUEST FOR BIDS PG20-0374N
Professional Diving and Remotely Operated Vehicle Inspection**

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, June 2nd, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Submittals in response to a Request for Bids will be opened by a Purchasing representative. Final results are posted to the website as they become available.

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: To provide professional diving and Remotely Operated Vehicle (ROV) underwater inspection services for Tacoma Power's Cushman, Nisqually, Wynoochee, and Cowlitz Hydroelectric Projects (to include Cowlitz Falls Dam under the direction of Tacoma Power) and Tacoma Water's Green River Headworks.

Estimate: \$125,000 - \$175,000

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

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

Federal Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Buyer by email to ddejarlais@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.

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be submitted with your bid:

- (a) Schedule of bid price.

The unit/lump sum prices bid must be shown in the space provided.

- (b) Signature page.

To be completed and signed by the bidder.

- (c) Certification of Compliance with Wage Payment Statutes

- (d) ~~Proposal data sheets (required when included in the proposal).~~

- (e) Contractor's Record of Prior Contracts **(required/not required)**.

- (f) List of Equipment **(required/not required)**.

- (g) State Responsibility and Reciprocal Bid Preference Form **(required/not required)**.

- (h) ~~Retainage Options~~

- (i) ~~Bid bond or certified check (for construction contracts only).~~

~~Each bid must be accompanied by a certified or cashier's check for 5 percent of the total amount bid, or an approved bid bond by a surety company authorized to do business in the State of Washington. See General Provisions 1.03.~~

- (j) ~~Subcontractor List (applicable only for construction contracts of \$1,000,000 and over).~~

- (k) **CONSTRUCTION CONTRACTS:** Bid proposals for contractor labor must include fully completed "EIC Utilization Form".

~~**NON-CONSTRUCTION CONTRACTS:** Bid proposals for material and services must include fully completed "Prime Contractor Pre-Work Form".~~

- (l) "Submittals Required with Bid" as are listed in the Special Provisions Section 01300 – Submittals and Shop Drawings (for construction contracts) or Submittals Section (for supply contracts).

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

- (a) Contract

This agreement is to be executed by the successful bidder.

- (b) Performance and Payment Bonds **(required/not required)**.

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

- (c) Contractor's Work Hazard Analysis Report (for construction contracts only)

- (d) General Release to the City of Tacoma (for construction contracts only).

To be executed by the successful bidder upon completion of work and prior to the receipt of the final payment.

LETTERS AND CALLS

All information requested prior to the bid opening is subject to the limitations in Paragraph 1.02 of the **General Provisions**.

Address all letters to the Department of Public Utilities, P. O. Box 11007, Tacoma, Washington 98411.

For questions regarding General Provisions, Special or Technical Provisions, direct attention to **Dawn DeJarlais, Buyer**, dejarlais@cityoftacoma.org.

For letters and calls regarding the EIC Program, direct attention to the EIC Program Coordinator at 253-591-5224 for calls, and to EIC/Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

For letters and calls regarding the LEAP Program, direct attention to the LEAP Coordinator at 253-594-7933 for calls, and to LEAP/ Community & Economic Development, Tacoma Municipal Building, 747 Market Street, Tacoma, Washington 98402, for letters.

All letters shall indicate the title and specification number (prior to award) or title and contract number (following award).

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

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. PG20-0374N

Professional Diving and Remotely Operated Vehicle Inspection 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

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 (if applicable)
(See Ch. 18.27, R.C.W.)

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL



City of Tacoma

Contractor Name _____

(PG20-0374N)

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (May 12, 2020), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier (UBI) number:

Number: _____

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?:

☐ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____

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

☐ Not Incorporated

State: _____

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

☐ Yes ☐ No

 Name of Bidder
PROPOSAL

	<u>QUANTITY</u>	<u>BID UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>ITEM 1A</u> Cowlitz Project/Mobilization Demobilization	4	EA	\$_____	\$_____
<u>ITEM 1B</u> Cowlitz Project Additional Mobilization/Demobilization For Deep Dive Greater Than 150-Feet FFW	2	EA	\$_____	\$_____
<u>ITEM 2A</u> Cowlitz Falls Dam Mobilization/Demobilization	4	EA	\$_____	\$_____
<u>ITEM 3A</u> Cushman Project Mobilization/Demobilization	2	EA	\$_____	\$_____
<u>ITEM 3B</u> Cushman Project Additional Mobilization/Demobilization For Deep Dive Greater Than 150-Feet FFW	2	EA	\$_____	\$_____
<u>ITEM 4A</u> Nisqually Project Mobilization/Demobilization	2	EA	\$_____	\$_____
<u>ITEM 4B</u> Nisqually Project Additional Mobilization/Demobilization For Deep Dive Greater Than 150-Feet FFW	1	EA	\$_____	\$_____
<u>ITEM 5A</u> Wynoochee Project Mobilization/Demobilization	2	EA	\$_____	\$_____
<u>ITEM 5B</u> Wynoochee Project Additional Mobilization/Demobilization For Deep Dive Greater Than 150-Feet FFW	1	EA	\$_____	\$_____
<u>ITEM 6</u> Green River Headworks Mobilization/Demobilization	2	EA	\$_____	\$_____

ITEM 7

Dive Team 40-Feet FFW and Under	24	HR	\$ _____	\$ _____
---------------------------------	----	----	----------	----------

ITEM 8

Dive Team Greater Than 40-Feet FFW But Less Than 80-Feet FFW	40	FT	\$ _____	\$ _____
--------------------------------------------------------------	----	----	----------	----------

ITEM 9

Dive Team Greater Than 80-Feet FFW But Less Than 150-Feet FFW	24	HR	\$ _____	\$ _____
---------------------------------------------------------------	----	----	----------	----------

ITEM 10

Dive Team Greater Than 150-Feet FFW But Less Than 270-Feet FFW	40	HR	\$ _____	\$ _____
----------------------------------------------------------------	----	----	----------	----------

ITEM 11

Additional Diver	32	HR	\$ _____	\$ _____
------------------	----	----	----------	----------

ITEM 12

Short Notice Premium	48	HR	\$ _____	\$ _____
----------------------	----	----	----------	----------

ITEM 13

Dive Crew Standby Time	8	HR	\$ _____	\$ _____
------------------------	---	----	----------	----------

ITEM 14

Video Package	4	DAY	\$ _____	\$ _____
---------------	---	-----	----------	----------

Item 15

Remotely Operated Vehicle Inspection Services	16	HR	\$ _____	\$ _____
-----------------------------------------------	----	----	----------	----------

ITEM 16

Work/Dive Boat	6	EA	\$ _____	\$ _____
----------------	---	----	----------	----------

ITEM 17

*Force Account				\$ <u>\$25,000</u>
----------------	--	--	--	--------------------

*Bidders shall include the \$ 25,000 figure as part of their overall bid.

TOTAL ITEMS 1 - 21	\$ _____
---------------------------	----------

**Sales Tax @ <u>9.6%</u>	\$ _____
---------------------------	----------

(**Note Paragraph 1.13 of General Provisions)

TOTAL AMOUNT	\$ _____
---------------------	----------

***NOTE: 9.6% is for bidding purposes only. Sales tax for the applicable tax jurisdiction shall be applied by the contractor at the time of billing.**

Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Beginning Date	Completion Date	Contract With	Contact Person Telephone #	Amount of Contract

REMARKS: _____

Following is a list to be filled in by the bidder, showing equipment definitely available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.)

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

4.2.1 A per project aggregate policy limit.

4.2.2 Personal/Advertising Injury.

4.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

4.4 Commercial (Business) Automobile Liability Insurance

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

4.5 Workers' Compensation

4.5.1 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.

4.6 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.

4.7 Cyber/Privacy and Security Insurance

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

4.8 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.

TACOMA PUBLIC UTILITIES
CONTRACTOR'S WORK HAZARD ANALYSIS REPORT
for

(Project Name)

The contractor and his/her subcontractors shall thoroughly review the scope of work described in the proposed project drawings and specifications. Following the review, the contractor will be responsible to indicate below any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, etc.

Failure to list and comply with safety requirements will be cause for disqualification from future Utilities contracts. A copy of this report shall be posted at the job site at all times.

If, during the course of construction, other safety requirements are identified, they will be added to this report as an addendum. The contractor will be required to adhere to the recommended actions and/or controls identified in the addendum.

SAFETY ISSUES/CONCERNS*	HAZARDS	RECOMMENDED ACTION AND/OR CONTROLS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

*USE A SEPARATE SHEET IF MORE ROOM IS NEEDED

Contractor Name and Title

Date

Job Site Superintendent

Date

Company Officer Signature



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**TACOMA POWER, GENERATION SECTION
CONTRACTOR PERFORMANCE REVIEW
(FOR INTERNAL RECOMMENDATION PURPOSES)**

Project:		Spec. #
Location:	Contractor: (Use separate sheet for each sub-contractor)	
Engineer:	Inspector:	

EVALUATION

Rate Each Area:	EXCELLENT - 3	GOOD - 2	ACCEPTABLE - 1	INADEQUATE - 0
-----------------	---------------	----------	----------------	----------------

- | | |
|---------------------------------------------------|----------------------------------------------------------------------------|
| _____1. Safety | _____7. Quality of Supervisor |
| _____2. Quality of Work | _____8. Site Management |
| _____3. Overall Rating | _____9. Adequate Equipment |
| _____4. Communication/Coordination
on Site | _____10. Adequate Personnel |
| _____5. Communication/Coordination
with Office | _____11. Was Project Completed
on Time (Y/N) |
| _____6. Supervision on Site | _____12. Would You Recommend
this Contractor Work
for Us Again (Y/N) |

[illegible]

Input by _____ Review No. _____ Date _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____
Title _____

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

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashier's check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. The person legally authorized to sign the bid must sign all bid bonds. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Payment and Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

- A.** Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B.** Supplier is solely responsible for timely delivery of its Submittal.
- C.** Submittals received after the time stated in the solicitation will not be accepted.
- D.** For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.05 LICENSES/PERMITS

- A.** Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Prequalified Electrical Contractor

Certain types of electrical construction require special expertise, experience, and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Procurement and Payables Office. The notice may be submitted in person or by mail; however, it must be received by the City's Procurement and Payables Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

The City Council or Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES

A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

B. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

1.15 AWARD

A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

B. Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
- EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.03 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Director or Superintendent, whose decision shall be final. The word "Director" means the Director of the City of Tacoma General Government department that is administering the contract. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities Division that is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular City Department or Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with all orders and instructions given by the representative of the particular Department or Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

A. During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

D. Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

E. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

F. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

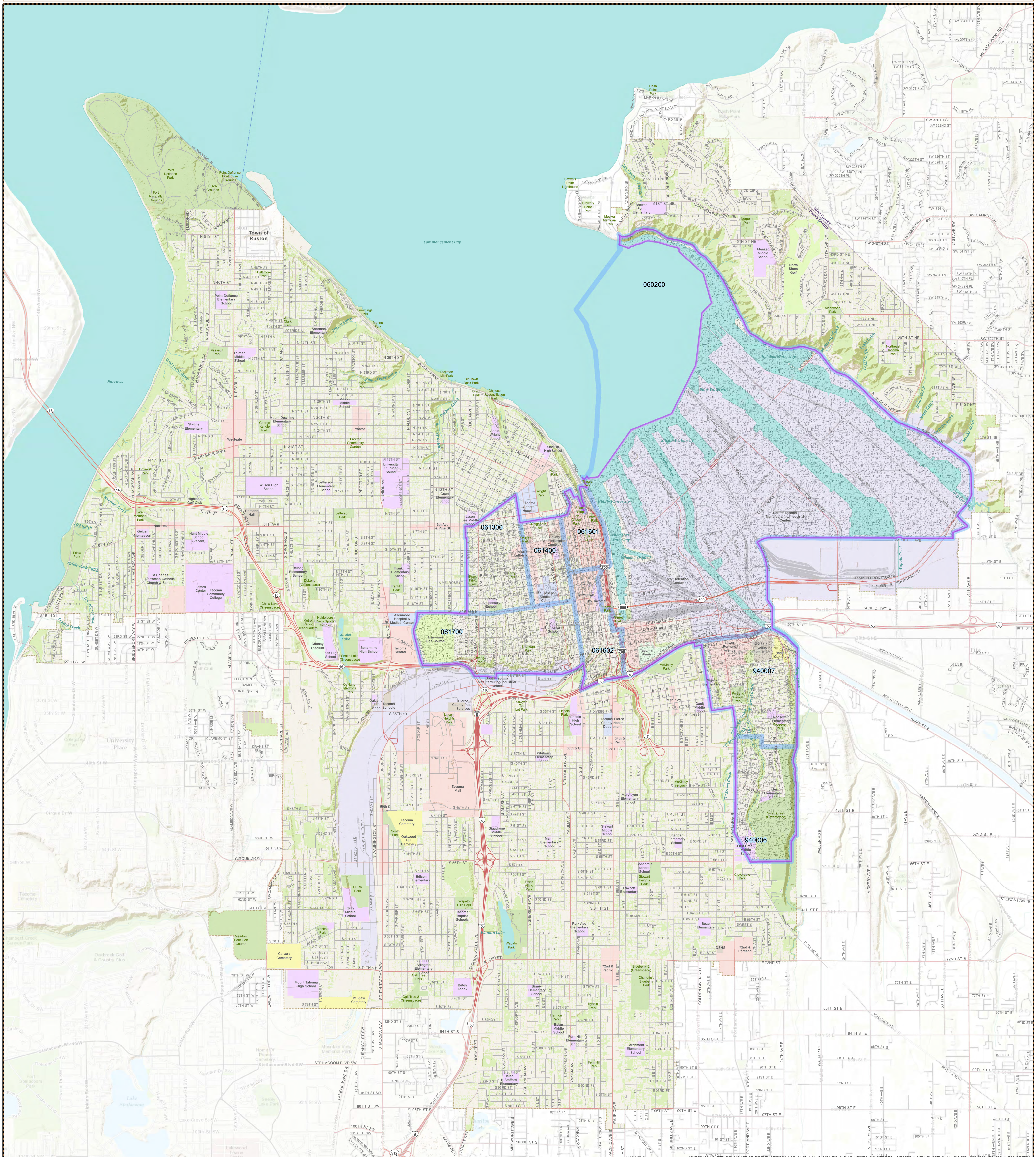
The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 LIST OF SUBCONTRACTORS

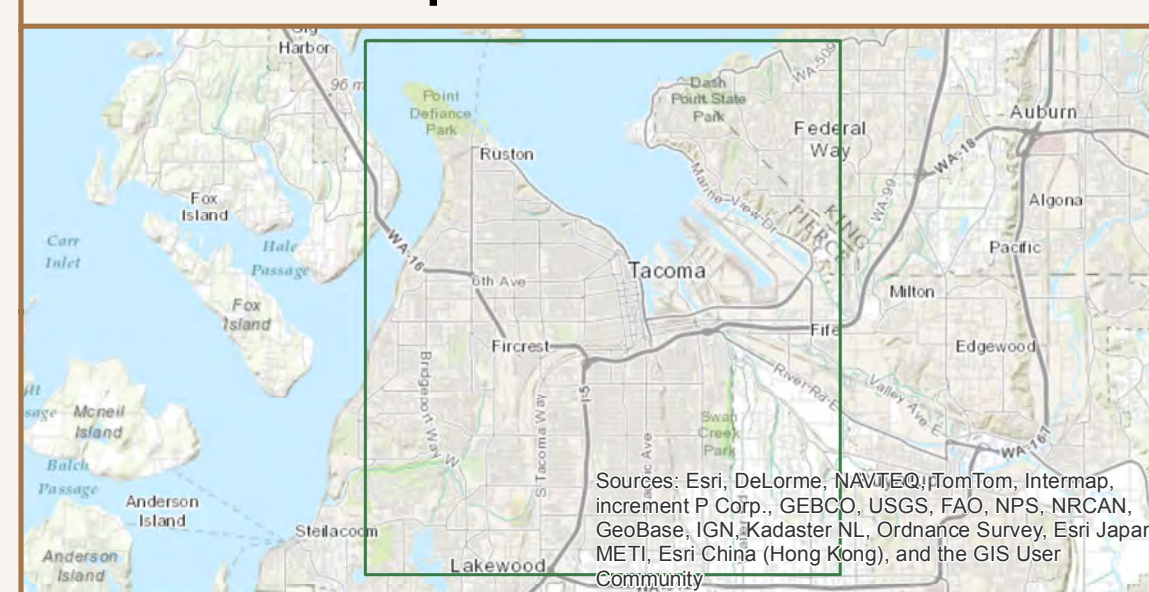
Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract,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

Community Empowerment Zone

City of Tacoma



Map Location

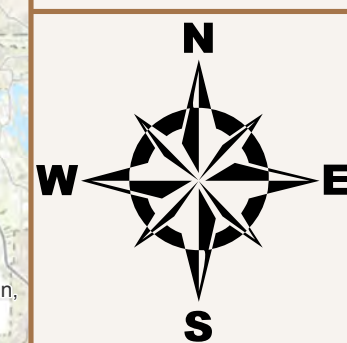


City of Tacoma

Community & Economic Development Department
GIS Analysis & Data Services

Legend

- Community Empowerment Zone
- 2010 Census Tracts



3000 0 3000 6000 9000
Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. It is to be used for reference purposes only.



TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

A Street	800-1499	616.01	Busti Street		602
	1500-2099	602			
	2100-2398 (even)	616.02	E C Street	2400-2999	602
	2101-2399 (odd)	602			
	2400-3099	617	S C Street	1900-3099	616.02
				9600-9999	617
S Ainsworth Street	500-1899	613			
	1900-2899	617	Canal Street		602
S Alaska Street	2000-2899	617	S Cedar Street	1900-2799 (odd)	617
Alexander Avenue		602	Center Street	601-2099 (odd)	617
Althiemer Street	1100-2799	614	Chandler Street	2800-2899	617
(formerly G Street)					
			City Waterway		602
S Anderson Street	1900-2799	617			
			Cleveland Way		602
E Arlington Drive		940006			
			Cliff Avenue		616.01
South Ash Street	1900-2899	617			
			E Columbia Avenue		940007
Ashton Way		602			
			S Commerce Street	700-1499	616.01
E B Street	2200-2399	602		1500-3099	616.02
	2400-3098 (even)	616.02			
	2401-3099 (odd)	602	Court A		616.01
S Baker Street	601-699 (odd)	616.01	Court C	400-1499	616.01
				1500-2299	616.02
Bay Street	1500-2599	602			
	2600-2898 (even)	940007	Court D	650-1499	616.01
	2601-2601 (odd)	602		1555-2499	616.02
Blair Waterway		602	Court E	700-1499	616.01
				1500-2499	616.02
Boundary Street	2800-2899	617			
			Court F		614
Broadway	400-1499	616.01			
	1500-1799	616.02	Court G	700-1399	614
				2100-2799	617
E Brotman Way		602			
			S Cushman Avenue	400-1889	613
Browning Street		940007		1900-2899	617

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

E D Street	001-2999	602	E Grandview Avenue	3000-3799	940007
				3800-5599	940006
S D Street	2800-3099	616.02			
			S Grant Avenue	500-1899	613
S Delin Street	200-2999	616.02		1900-2899	617
	3001-3999 (odd)	616.02			
			E Gregory Street	1600-2499	940007
Division Avenue	1200-2198	613			
			Harper Street		940006
E Division Lane	1600-2499	940007			
			E Harrison Street	1300-2599	940007
Dock Street	400-1498	616.01			
	401-1499 (odd)	602	Holgate Street		616.02
	1500-2399	602			
			Homestead Avenue	3800-5599	940006
East E Street	200-2999	602			
			S Hood Street	200-599	616.02
East Side Road		602			
			S Hosmer Street	1400-1899	613
Everett Avenue		940006		1900-2899	617
E F Street	200-2999	602	Hylebos Creek		
			Waterway		602
E Fairbanks Street	1301-1599 (odd)	940007			
	1600-2499	940007	E I Street	1100-2799	602
Faris Drive		940006	S I Street	700-1899	614
				1900-2899	617
Fawcett Avenue	700-1499	616.01			
	1500-3099	616.02	E J Street	1100-2799	602
S Ferry Street	600-2899	613	S J Street	700-1899	614
	1900-2899	617		1900-2899	617
S Fife Street	1900-2799	617	Jefferson Avenue		616.02
E G Street	1100-2949	602	S Junett Street	1900-2799	617
S G Street	700-1099	614	E K Street	1100-2799	602
	1100-1299	614			
(Now Althierner	1300-1899	614	S K Street	700-1899	614
Street)	1900-2899	617	(Martin Luther King,	1900-2899	617
			Jr. Way)		

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

E George Street	1600-2499	940007			
			Kent Street		940006
E L Street	1100-2799	602	Olympic Street		602
S L Street	300-698 (even)	613	Pacific Avenue	400-1499	616.01
	700-1898 (even)	613		1500-1699	616.02
	701-1899 (odd)	614		1700-2098 (even)	616.02
	1900-2899	617		1702-2099 (odd)	602
				2100-3099	616.02
Lincoln Avenue		602			
			S Pine Street	1900-2799	617
E M Street	1100-2799	602			
	2801-3535 (odd)	940007	Pioneer Way		940007
S M Street	300-1899	613	Port Industrial		
	1290-2899	617	Water way (Blair)		602
Marc Avenue		602	Port of Tacoma Road		602
Marine View Drive	100-6198	602	Portland Avenue	2400-2749	602
				2750-3536	940007
Market Street	700-1499	616.01		3539-3799 (odd)	940007
	1500-3099	616.02		3801-3999 (odd)	940006
				4001-5199 (odd)	940006
Marshall Avenue		602			
			S Prospect Street	1900-2799	617
Maxwell Way		602			
			Puyallup Avenue	100-198 (even)	602
McKinley Avenue	1100-2899	602		101-199 (odd)	616.02
				200-1598	602
Middle Waterway		602			
			Puyallup Waterway		602
Milwaukee Way		602			
			E Q Street	1100-2749	602
Minneapolis Street		602		2750-3799	940007
				3800-5299	940006
E Morton Street	1300-2599	940007			
			E R Street	2800-3799	940007
E N Street	1100-2749	602		3800-5599	940006
	2750-3536	940007			
			Railroad Way		602
Normal Street		602			
			Reardon Drive		940006
O Street	1100-2749	602			

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

	2705-3536	940007	S Ridgewood Avenue		613
S Oakes Street	1900-2799	617	Rimrock Drive		940006
River Road		940007	S Tacoma Avenue	1500-2999 (odd)	616.02
				1900-2798 (even)	617
River Street		602		3000-3199	616.02
E Roosevelt Avenue	3200-3799	940007	Tacoma Industrial		
	3800-5599	940006	Waterway		602
Ross Way		602	Taylor Way		602
Sheldon Street		940006	Thorne Road		602
S Sheridan Avenue	400-1899	613	Townsend Street		602
	1900-2999	617			
			S Trafton Street	1900-2799	617
E Sherman Street		940007			
			Wakefield Drive	200-599	616.02
E Side Road		602			
			Wiley Avenue		602
Sitcum Waterway		602			
			S Wilkeson Street	1900-2899	617
S Tacoma Avenue	700-1898 (even)	614			
			Williams Street		602
S Tacoma Way	200-599	616.02			
			E Wright Street	1300-2399	940007
S Sprague Avenue	600-1899	613			
	1900-2899	617	S Yakima Avenue	700-1899	614
				1900-2899	617
St. Helens Avenue	401-599 (odd)	616.01			
	600-999	616.01	Young Street		602
St. Paul Avenue		602			
S Stadium Way	400-699	616.01			
S State Street	601-1899 (odd)	613			
	1900-2899	617			
S Steele Street	1900-2899	617			
Stewart Street		602			

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

E T Street	2800-3799	940007			
	3800-5599	940006			
S Tacoma Avenue	701-1499 (odd)	616.01			
E 3 rd Street		602	E 30 th Street	100-199	616.02
				200-599	602
E 7 th Street		602		1300-2199	940007
E 10 th Street		602	E 31 st Street	1300-2699	940007
E 11 th Street	100-149	616.01	E 32 nd Street	1300-2699	940007
	150-4225	602			
			E 34 th Street	1300-2699	940007
E 12 th Street		602			
			E 35 th Street	1300-2699	940007
E 14 th Street		602			
			E 36 th Street	1300-2699	940007
E 15 th Street	100-198 (even)	602			
	101-199 (odd)	616.02	E 37 th Street	1600-2699	940007
	200-4199	602			
			E 38 th Street	1600-2598 (even)	940006
E 17 th Street		602		1601-2599 (odd)	940007
E 18 th Street		602	E 39 th Street	1600-2599	940006
E 19 th Street		602	E 40 th Street	1600-2599	940006
E 21 st Street		602	E 41 st Street	1600-2599	940006
E 22 nd Street		602	E 42 nd Street		940006
E 23 rd Street		602	E 43 rd Street	1600-2599	940006
E 25 th Street	100-199	616.02	E 44 th Street	1600-2599	940006
	200-1599	602			
			E 45 th Street	1600-2599	940006
E 26 th Street	100-199	616.02			
	200-1740	602	E 46 th Street	1600-2599	940006
E 27 th Street	100-199	616.02	E 47 th Street	1600-2599	940006
	200-1849	602			
			E 48 th Street	1600-2599	940006
E 28 th Street	100-199	616.02			
	200-1099	602	E 49 th Street	1600-2599	940006
	1300-2000	940007			

TACOMA COMMUNITY EMPOWERMENT ZONE

ADDRESS INDEX

City of Tacoma

			E 50 th Street	1600-2599	940006
E 29 th Street	100-199	616.02			
	200-749	602	E 51 st Street	1600-2599	940006
	1300-2000	940007			
E 52 nd Street	1600-2599	940006	S 12 th Street	1200-2199	613
E 53 rd Street	1700-2599	940006	S 13 th Street	100-599	616.01
				600-1199	614
E 54 th Street	1700-2599	940006		1200-2199	613
E 55 th Street	1900-2599	940006	S 14 th Street	100-599	616.01
				600-1199	614
E 56 th Street	1900-2599 (odd)	940006		1200-2199	613
49 th Avenue N.E.	100-1699	602	S 15 th Street	100-598 (even)	616.02
				101-599 (odd)	616.01
S 4 th Street	100-398 (even)	616.01		600-1199	614
	1200-1399	613		1200-2199	613
S 5 th Street	100-399	616.01	S 16 th Street	100-599	616.02
	1220-1599	613		600-1199	614
				1200-2199	613
6 th Avenue	300-399	616.01			
	1200-1999	613	S 17 th Street	200-599	616.02
	2000-2199 (even)	613		600-1199	614
				1200-2199	613
S 7 th Street	100-499	616.01			
	500-598 (even)	616.01	S 18 th Street	200-599	616.02
	600-1198 (even)	614		600-1199	614
	1200-2199	613		1200-2199	613
S 8 th Street	100-599	616.01	S 19 th Street	200-599	616.02
	600-1199	614		600-1198 (even)	617
	1200-2199	613		601-1199 (odd)	614
				1200-2198 (even)	617
S 9 th Street	100-599	616.01		1201-2199 (odd)	613
	600-1199	614		2200-3098 (even)	617
	1200-2199	613			
			S 20 th Street	200-599	616.02
S 10 th Street	100-599	616.01		600-3099	617
	600-1199	614			
	1200-2199	613	S 21 st Street	100-198 (even)	616.02
				101-199 (odd)	602
S 11 th Street	100-599	616.01		200-599	616.02
	600-1199	614		600-3099	617

City of Tacoma

[illegible]

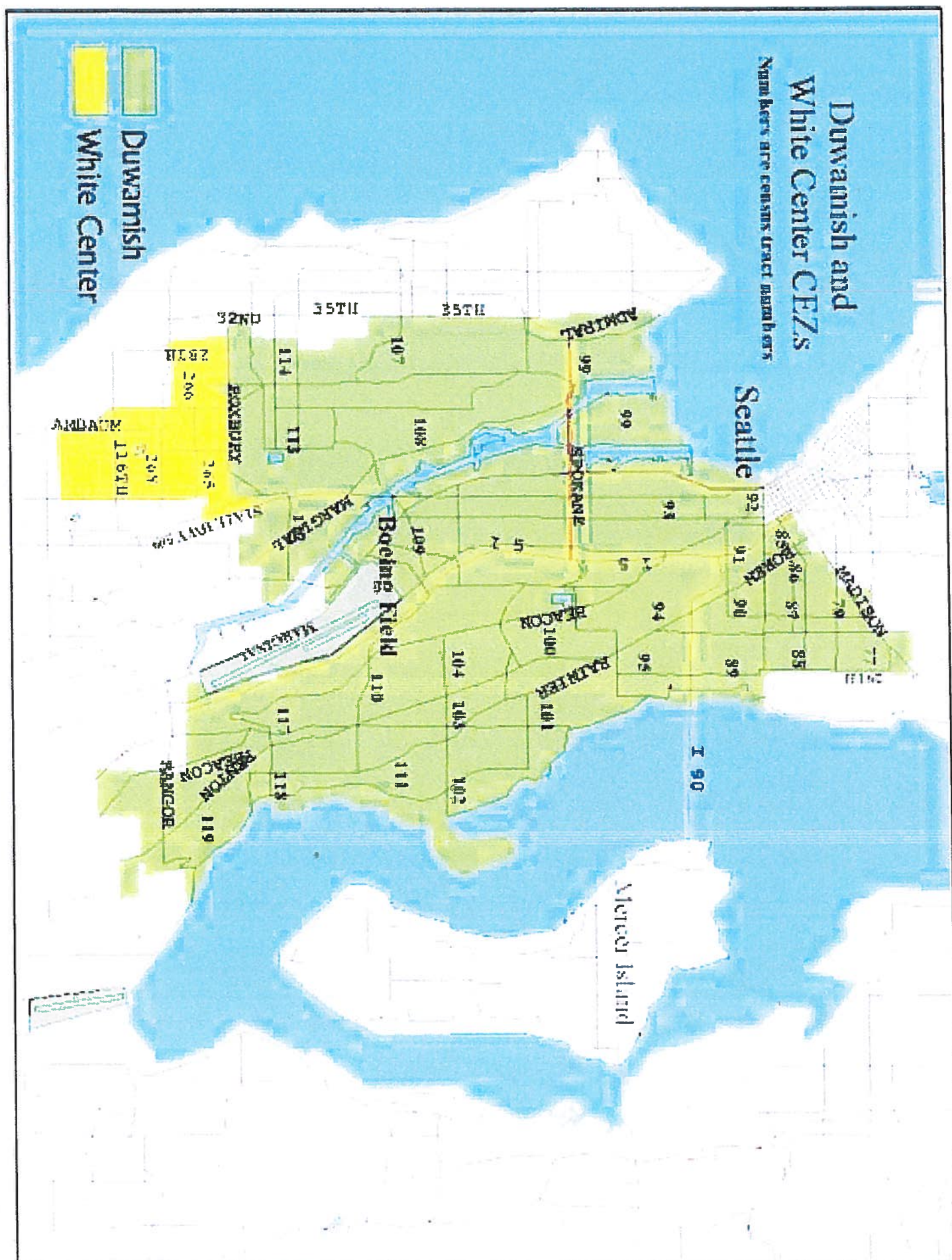
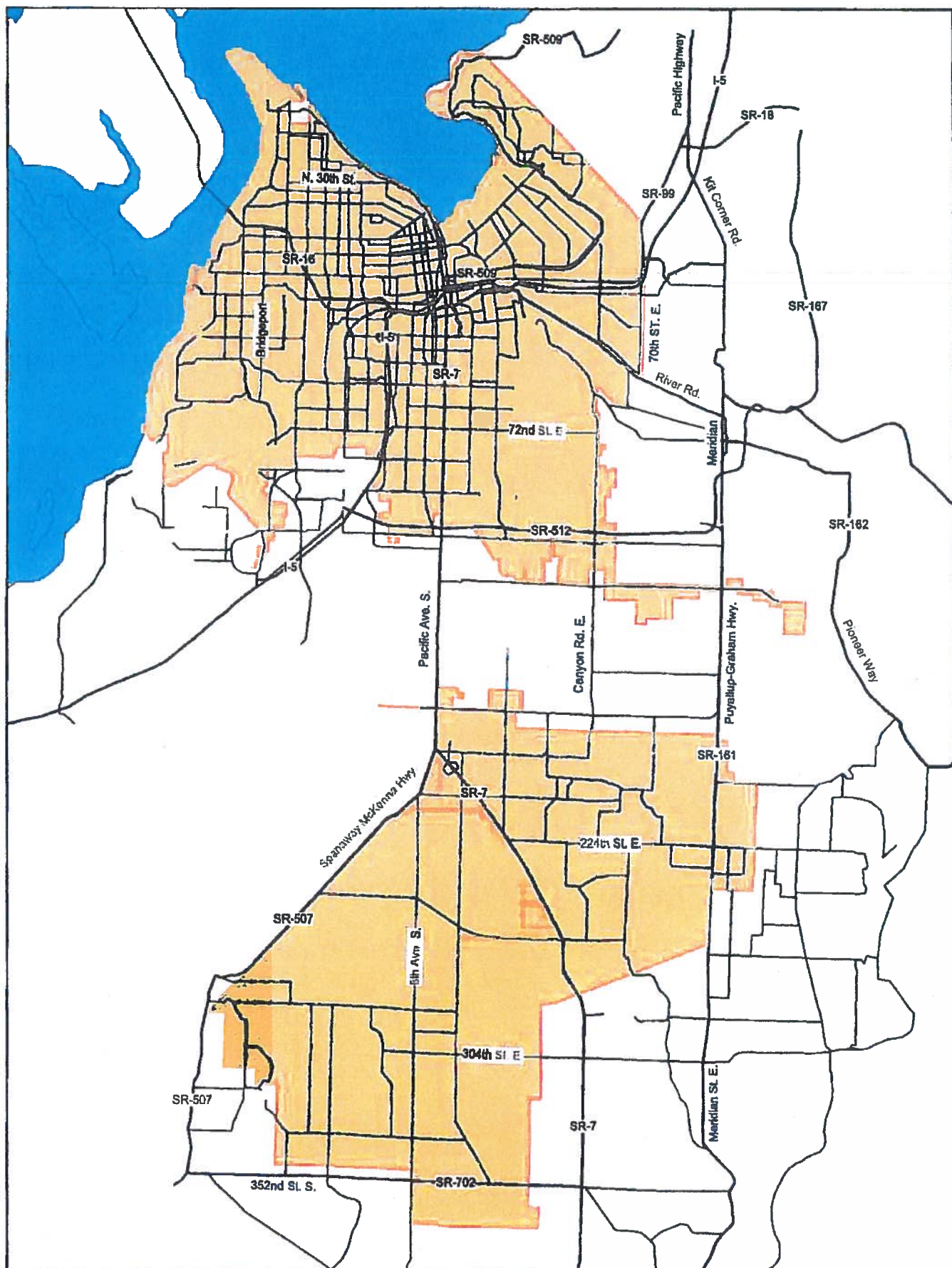


Figure 2



Tacoma Power Service Area

May 12, 2003

Figure 3

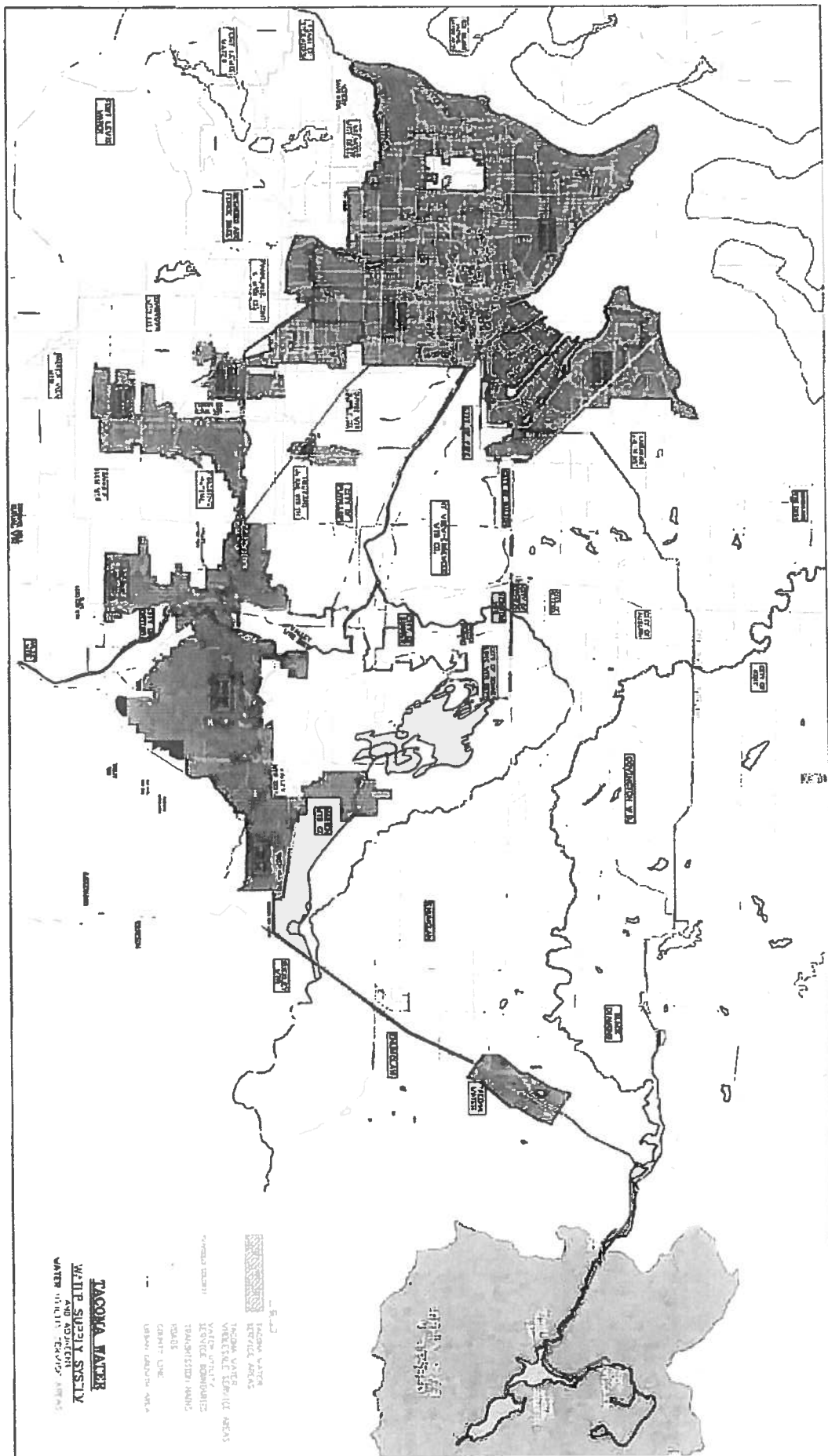


Figure 4



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

LEAP 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 within the geographic boundaries of the City of Tacoma

_____ b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

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

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

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____



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

PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A

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

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

Part C

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

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

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

Part B

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

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

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

Totals: Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Goal.

Part C

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

PREVAILING WAGE RATES

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 not less than the applicable prevailing rate of wage.

The project site is located in King, Pierce, Mason, Thurston, Lewis, Grays Harbor County/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:

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

REQUIRED DOCUMENTS

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

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

SPECIFICATION NO. PG20-0374N

These Special and Technical Specifications have been prepared under the direction of a licensed Professional Engineer, registered in the State of Washington

TABLE OF CONTENTS

DIVISION 1 - SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

- 1.1 PROJECT DESCRIPTION
- 1.2 PROJECT LOCATION
- 1.3 SITE SHOWING
- 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION
- 1.5 CONTRACT WORK TIMES
- 1.6 QUALIFICATION OF CONTRACTORS
- 1.7 EVALUATION OF BIDS
- 1.8 SPECIFICATION AND DRAWINGS
- 1.9 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
- 1.10 PREVAILING WAGES
- 1.11 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS
- 1.12 PRICE ESCALATION/DE-ESCALATION CLAUSE

SECTION 01025 - MEASUREMENT AND PAYMENT

- 1.1 ADMINISTRATION
- 1.2 PROPOSAL ITEMS
- 1.3 FORCE ACCOUNT WORK

SECTION 01040 - PROJECT COORDINATION

- 1.1 PROJECT ENGINEER/LEAD
- 1.2 MEETINGS
- 1.3 COORDINATION WITH OTHERS
- 1.4 CONTRACT CHANGES
- 1.5 DIFFERING SITE CONDITION
- 1.6 SUPERINTENDENT

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

- 1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

1.3 EMERGENCY EQUIPMENT REQUIRED AT DIVE SITE

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

SPECIAL PROVISIONS

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

1.1 PROJECT DESCRIPTION

This project includes providing professional diving and Remotely Operated Vehicle (ROV) underwater inspection services, including but not limited to, inspection and videotaping of various structures and equipment at Tacoma Power's Cushman, Nisqually, Wynoochee, and Cowlitz Hydroelectric Projects (to include Cowlitz Falls Dam under the direction of Tacoma Power) and Tacoma Water's Green River Headworks.

Although no major construction work is planned, future work may include the installation, modification, repair or removal of submerged equipment and debris. A Performance (Surety) Bond will be required for this contract as discussed later in this Section.

A. DIVING REQUIREMENTS

The successful bidder will be expected to conduct underwater service operations to a normal depth of 40-feet with a possible maximum depth of 270-feet of fresh water (FFW), using approved commercial diving practices, procedures, equipment and properly trained diving personnel who shall have completed a recognized course of commercial diving in order to perform the following underwater activities:

1. Inspection and video taping of various structures at the hydro projects either through the use of a Remotely Operated Vehicle (ROV) or divers.
2. Repair work or construction and salvage services will be negotiated under the force account provisions and in conjunction with the appropriate bid items.

B. LEGAL REQUIREMENTS

Underwater operations shall be conducted in accordance with all local, state, and federal regulations as applicable to the area of jurisdiction. As a minimum these shall be:

1. Latest edition of the U.S. Navy Diving Manual.
 2. Chapter 296-37 WAC and all sub-chapters.
 3. Association of Diving Contractors Consensus Standards for Commercial Diving Operations.
- C. Diving operations must be supervised as required by the appropriate governing regulation. A copy of the applicable U.S. Coast Guard or OSHA/WISHA regulations shall be present at the dive station throughout any operation conducted.

1.2 PROJECT LOCATIONS

The projects are located in Grays Harbor County, King County, Lewis County, Mason County, Pierce County and Thurston County of Washington. Location maps attached, and the addresses are as follows:

- A. The Cowlitz Project office is located at 253 Hydro Lane, Silver Creek, Washington 98585.
- B. The Cowlitz Falls Project office is located at 1379 Falls Road, Randle, Washington 98377.

- C. The Cushman Project office is located at North 21451 Highway 101, Shelton, Washington 98584.
- D. The Nisqually Project office is located at 46502 State Route 7 East, Eatonville, Washington 98328.
- E. The Wynoochee Project office is located at 5120 Wynoochee Valley Road, Montesano, Washington 98563.
- F. The Green River Headworks office is located at 36932 SE Green River Headworks Road, Ravensdale, Washington 98051.

1.3 SITE SHOWING

- A. When a non-construction dive is requested, the selected diving firm will be briefed on-site prior to the dive by engineering and/or project personnel.
- B. In the event of a more complex construction dive, the engineer will schedule pre-dive meetings at the project site prior to each major phase or section of work.
 - 1. Any costs associated with the contractor's attendance at the meetings shall be considered incidental to the mobilization/demobilization bid item of the actual dive.

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

- A. When possible, the contractor will be notified **five (5) calendar days** prior to the commencement of each project covered by this contract.
- B. Historically, many dives have required immediate or next day diving services to ensure continued project operation or public safety.
 - 1. In the event of a short notice dive (less than 48 hours notice), Tacoma Power will include the premium pay as appropriate per the schedule of payments.

1.5 CONTRACT WORK TIMES

Due to operation constraints at the hydro plants, work times for projects will be coordinated with the Project Managers.

1.6 QUALIFICATION OF CONTRACTORS

- A. Only contractors experienced in this type of work, and with a record of successful completion of jobs of similar scope, will be considered.
- B. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid.
- C. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph.

1.7 EVALUATION OF BIDS

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

The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received. The City reserves the right to let the contract to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and any other factors considered.

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. In addition, the bid evaluation factors set forth in City Code Section 1.06.253 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The engineer's decision as to which contractor best meets the City's need will be final.

In addition to General Provisions Section 1.08, the following factors will be used in bid evaluation:

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost.
- B. Proposal prices, base bid, and cost of any or all alternates listed.
- C. Review of all required submittals.
- D. Past record with the City (including satisfying safety requirements).
- E. Bidder's responsibility based on, but not limited to:
 - 1. Ability, capacity, organization, technical qualifications, and skill to perform the contract or produce the services required.
 - 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
 - 3. Whether the contract can be performed within the time specified.
 - 4. Quality of performance of previous contracts or services.

During the term of this contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

1.8 SPECIFICATIONS AND DRAWINGS

The following drawings, attached to these specifications, are made a part of the contract:

Drawings for Reference

<u>Drawing No.</u>	<u>Title</u>
Sketch	Cowlitz Project Area Map
Sketch	Cowlitz Falls Dam Vicinity Map
Sketch	Nisqually Project Area Map
Sketch	Cushman Project Area Map
Sketch	Wynoochee Project Vicinity Map
Sketch	Tacoma Water Headworks Location

A maximum of two (2) sets of specifications will be furnished to the successful bidder.

1.9 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects.

It requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma.

Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works projects or service contracts.

Contractors/vendors may obtain further information by contacting the City's LEAP Coordinator, Shakisha Ross, at 253-591-5075 or e-mail at shakisha.ross@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from the Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City's Human Resources Department, Tacoma Municipal Building, 747 Market Street, Room 1336.

1.10 PREVAILING WAGES

- A. In addition to the requirements of Section 3.08(A) of the General Provisions, the contractor shall be required to post on the job site a copy of the intent form to pay prevailing wages. A link to the current prevailing wage rates for this project are included at the back of the specification.
- B. Prevailing wage rates shall be updated to the newest rates at a minimum of each 12-month contract and/or renewal period.
- C. As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.
- D. A Statement of Intent to Pay Prevailing Wages **MUST** be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid **MUST** be filed with the Washington Department of Labor & Industries upon contract completion.
- E. Payments cannot be released by the City until certification of these filings is received by the engineer. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:
<http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp>
- F. Sample documents are enclosed for reference at the end of the specification, but only original forms can be submitted to the Department of Labor & Industries.

1.11 PERFORMANCE (SURETY), PAYMENT AND RETAINAGE BONDS

A. PERFORMANCE AND RETAINAGE BOND

The Contractor shall provide both a Surety and Payment Bond for 100-percent of the total contract award within ten (10) calendar days after award of the contract in accordance with the General Provisions. These bonds shall be required for each contract awarded under this specification.

B. RETAINAGE BOND

A 5-percent retainage bond may be provided in lieu of the City withholding five-percent retainage. If a retainage bond is not obtained, the City will withhold 5-percent retainage until the end of the contract. If a retainage bond is provided, the City form must be used.

Contractor shall provide notice of intent to provide retainage bond ten (10) days prior to first invoice. The City may elect to allow submission of retainage bond after the first payment at its discretion.

1.12 PRICE ESCALATION/DE-ESCALATION CLAUSE

- A. The City intends this contract to be a three (3) year contract through March 31, 2024, with annual price adjustments as listed below starting on April 1, 2022. At the option of the City and the contractor, the contract may be renewed for two (2) additional one (1) year periods, with allowed price escalation based on 100-percent of the change in the Seattle-Tacoma- Bellevue, WA Consumer Price Index (CPI-U) as follows:

Effective April 1, 2022, the price for each bid item not yet started may be increased or decreased by a percentage equal to the change in the Consumer Price Index "All Urban Consumers for the Seattle-Tacoma- Bellevue, WA Area All Items 1982-84", between the 2020 "annual" value and the 2021 "annual" value. These indexes are listed on the US Department of Labor, Bureau of Labor Statistics' internet site, at: <http://data.bls.gov/cgi-bin/surveymost?r9>. The "annual" 2020 value is listed on this site as 282.693.

- B. It is the City's intent to maintain this contract through March 2024, with an option on years 2025 and 2026.
- C. The City reserves the right to cancel the contract for any reason with thirty days written notice.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

- A. Payments will be processed following each individual dive or inspection service unless another dive is expected prior to the end of the current month.
- 1. If additional diving services are anticipated before the end of the month, payments shall be made monthly.
- B. Modify Section 2.15 of the General Provisions as follows:

Invoices shall be mailed to the attention of:

Business Systems

Tacoma Power
Generation/Plant Engineering
3628 South 35th Street
Tacoma, Washington 98409

- 1. **NOTE:** All questions regarding contract status or payments should be directed to the project engineer.

B. UNIT QUANTITIES SPECIFIED

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

C. CONTRACT PRICE

- 1. The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the engineer.
- 2. For the purpose of overtime calculation, the beginning of the eight (8) hour work period will commence after a mutually agreed upon crew arrival time.

1.2 PROPOSAL ITEMS

1A. COWLITZ PROJECT MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Cowlitz Project Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Cowlitz Project Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew and truck mobilization to include mileage charges and full demobilization for any projects on the Cowlitz River Project, except Cowlitz Falls Dam.

1B. COWLITZ PROJECT ADDITIONAL MOBILIZATION / DEMOBILIZATION FOR DEEP DIVE GREATER THAN 150-FEET FFW

A. MEASUREMENT

Cowlitz Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Foot FFw shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Cowlitz Project Additional Mobilization/Demobilization For Deep Dive Greater Than 150-Feet FFW shall be full compensation for all additional costs associated in mobilizing the extra crew, trucks and equipment to include mileage charges and full demobilization. If justified, this bid item will be paid in addition to the standard mobilization / demobilization for the project.

2A. COWLITZ FALLS DAM MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Cowlitz Falls Dam Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Cowlitz Falls Dam Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew and truck mobilization to include mileage charges and full demobilization.

3A. CUSHMAN PROJECT MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Cushman Project Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Cushman Project Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew and truck mobilization to include mileage charges and full demobilization.

3B. CUSHMAN PROJECT ADDITIONAL MOBILIZATION / DEMOBILIZATION FOR DEEP DIVE GREATER THAN 150-FEET FFW

A. MEASUREMENT

Cushman Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Feet FFW shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Cushman Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Feet FFW shall be full compensation for all additional costs associated in mobilizing the extra crew, trucks and equipment to include mileage charges and full demobilization. If justified, this bid item will be paid in addition to the standard mobilization / demobilization for the project.

4A. NISQUALLY PROJECT MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Nisqually Project Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Nisqually Project Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew and truck mobilization to include mileage charges and full demobilization.

4B. NISQUALLY PROJECT ADDITIONAL MOBILIZATION / DEMOBILIZATION FOR DEEP DIVE GREATER THAN 150-FEET FFW

A. MEASUREMENT

Nisqually Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Foot FFW shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Nisqually Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Foot FFW shall be full compensation for all additional costs associated in mobilizing the extra crew, trucks and equipment to include mileage charges and full demobilization. If justified, this bid item will be paid in addition to the standard mobilization / demobilization for the project.

5A. WYNOOCHEE PROJECT MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Wynoochee Project Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Wynoochee Project Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew and truck mobilization to include mileage charges and full demobilization.

5B. WYNOOCHEE PROJECT ADDITIONAL MOBILIZATION / DEMOBILIZATION FOR DEEP DIVE GREATER THAN 150-FEET FFW

A. MEASUREMENT

Wynoochee Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Foot FFW shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Wynoochee Project Additional Mobilization / Demobilization For Deep Dive Greater Than 150-Foot FFW shall be full compensation for all additional costs associated in mobilizing the extra crew, trucks and equipment to include mileage charges and full demobilization. If justified, this bid item will be paid in addition to the standard mobilization / demobilization for the project.

6. GREEN RIVER HEADWORKS MOBILIZATION / DEMOBILIZATION

A. MEASUREMENT

Green River Headworks Mobilization / Demobilization shall be measured per each (EA).

B. PAYMENT

The contract price per each (EA) for Green River Headworks Mobilization / Demobilization shall be full compensation for all costs associated with this contract including pre-dive meetings, crew, and truck mobilization to include mileage charges and full demobilization.

7. DIVE TEAM 40-FEET FFW AND UNDER

A. MEASUREMENT

Dive Team 40-Foot FFW and Under shall be measured per hour (HR) with a four (4) hour minimum per occurrence.

B. PAYMENT

The contract price per hour (HR) for Dive Team 40-Feet FFW and Under shall be full compensation for all dive team labor, equipment, and materials required for support during the time the diver is in the water up to the maximum standard depth of 40-feet in accordance with the attached plans and specifications.

In the event multiple days are required, Pier Diem will be a mutually negotiated item under Force Account.

8. DIVE TEAM GREATER THAN 40-FEET FFW BUT LESS THAN 80-FEET FFW

A. MEASUREMENT

Dive Team Greater Than 40-Feet FFW But Less Than 80-Feet FFW shall be measured per additional foot (FT) when in excess of the standard depth of 40-feet but less than 80-feet.

B. PAYMENT

The contract price per foot (FT) for Dive Team Greater Than 40-Feet FFW But Less Than 80-Feet FFW shall be full compensation for the diver beyond the standard depth of 40-feet up to 80-feet in accordance with the attached plans and specifications.

9. DIVE TEAM GREATER THAN 80-FEET FFW BUT LESS THAN 150 FEET FFW

A. MEASUREMENT

Dive Team Greater Than 80-Feet FFW But Less Than 150 Feet FFW shall be measured per hour (HR) with a four (4) hour minimum per occurrence.

B. PAYMENT

The contract price per hour (HR) for Dive Team Greater Than 80-Feet FFW But Less Than 150 Feet FFW shall be full compensation for all dive team labor, equipment, and materials required for support during the time the diver is in the water up to the maximum depth of 150-feet in accordance with the attached plans and specifications.

In the event multiple days are required, Pier Diem will be a mutually negotiated item under Force Account.

10. DIVE TEAM GREATER THAN 150-FEET FFW BUT LESS THAN 270-FEET FFW

A. MEASUREMENT

Dive Team Greater Than 150-Feet FFW But Less Than 270-Feet FFW shall be measured per hour (HR) with a four (4) hour minimum per occurrence.

B. PAYMENT

The contract price per hour (HR) for Dive Team Greater Than 150-Feet FFW But Less Than 270-Feet FFW shall be full compensation for all dive team labor, equipment, and materials required for support during the time the diver is in the water up to the maximum depth of 270-feet in accordance with the attached plans and specifications.

In the event multiple days are required, Pier Diem will be a mutually negotiated item under Force Account.

11. ADDITIONAL DIVER

A. MEASUREMENT

Additional Diver shall be measured per hour (HR).

B. PAYMENT

The contract price per hour (HR) for Additional Diver shall be full compensation for an additional diver as required by the scope of work to be performed and as requested by the provider in accordance with the Association of Diving Contractor International recommendations. Final approval by the engineer will be required prior to commencing work and in accordance with the attached plans and specifications.

12. SHORT NOTICE PREMIUM

A. MEASUREMENT

Short Notice Premium shall be measured per hour (HR).

B. PAYMENT

The contract price per hour (HR) for Short Notice Premium shall be full compensation for additional costs associated with providing a dive team within 48 hours notice and in accordance with the attached plans and specifications. This premium will be in addition to the respective "Dive Team" bid items 8 through 10.

13. DIVE CREW STANDBY TIME

A. MEASUREMENT

Dive Crew Standby Time shall be measured per hour (HR).

B. PAYMENT

The contract price per hour (HR) for Dive Crew Standby Time shall be full compensation for all costs associated with crew standby time for discussion of diver findings, review of video by the engineer, and delays while other work is performed and in accordance with the attached plans and specifications.

14. VIDEO PACKAGE

A. MEASUREMENT

Video Package shall be measured per day (DAY).

B. PAYMENT

The contract price per day (DAY) for Video Package shall be full compensation for all costs associated with providing underwater audio and video screen monitoring with VHS tape or DVD recording capabilities at the dive site including delivery of the recording to the City and in accordance with the attached plans and specifications.

15. REMOTELY OPERATED VEHICLE INSPECTION SERVICES

A. MEASUREMENT

Remotely Operated Vehicle Inspection Services shall be measured per hour (HR).

B. PAYMENT

The contract price per hour (HR) for Remotely Operated Vehicle Inspection Services shall be full compensation for providing all support equipment, mobilization, and vehicle operator to perform requested inspection services and in accordance with the attached plans and specifications.

In the event multiple days are required, Pier Diem will be a mutually negotiated item under Force Account provisions.

16. WORK/DIVE BOAT

A. MEASUREMENT

Work/Dive Boat shall be measured per each (EA).

B. PAYMENT

The contract price per (EA) Work/Dive Boat shall be full compensation for all costs associated with use of Work/Dive Boat. Note: Only one (1) Work/Dive Boat charge may be billed per authorized job.

17. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

Measurement will be made for Force Account in accordance with Section 1-09.6 of the latest edition of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation as modified by Force Account Work in the Special Provisions or on negotiated lump sum or unit price change orders added to the contract.

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduction to the force account remaining available.

1.3 FORCE ACCOUNT WORK

This section supersedes Section 3.10, Paragraph C of the General Provisions.

In certain circumstances, the contractor may be required to perform additional work. Where the work to be performed is determined to be extra and not attributed to the contractor's negligence, carelessness, or failure to install permanent controls, it shall be paid in accordance with the unit contract price or by force account.

Such additional work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the Standard Specifications or as a negotiated change order with lump sum or unit price items. For the purpose of providing a common proposal for all bidders and for that purpose only, the City has estimated the potential cost of force account work, and has entered the amount in the bid proposal to become a part of the total bid by the contractor. However, there is no guarantee that there will be any force account work.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT ENGINEER/LEAD

The project engineer/lead shall be herein referenced as engineer in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Jon Sigafoos, at jsigafoos@cityoftacoma.org, or Mr. Toby Brewer, at tbrewer@cityoftacoma.org, once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this engineer prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Mr. Jon Sigafoos, at jsigafoos@cityoftacoma.org. For general purchasing provisions, contact Ms. Dawn DeJarlais, Purchasing, at ddejarlais@cityoftacoma.org.

1.2 MEETINGS

A. PRE-DIVE MEETINGS

1. When a normal dive is requested, the selected diving firm will be briefed on-site prior to the dive by engineering/project personnel to include drawings of the structures involved, answers to safety concerns including lockout/tagout and desired dive services.
2. If proposed diving operations dictate the need for a decompression facility, a statement will be provided to the effect:

I certify that a decompression facility is located at _____ and that the telephone number at the location is _____. That available hospitals and physicians have been identified and their contact telephone numbers are on record. They have been advised that diving operations are planned over a period between _____ and _____, and have stated that the decompression chamber will be available in response to a diving emergency."

3. The contractor shall indicate the feasibility of the desired services and any restrictions or additional costs for the project.
4. Minutes of each meeting will be kept by the engineer and become part of the project file.

B. CONSTRUCTION PRE-DIVE MEETINGS

In the event a more complex construction dive is requested, the project lead will notify the selected diving firm of the time and date of any pre-dive consultation meetings to be held at the project location or the Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington. It is desirable to have the assigned diver in attendance at any pre-dive consultation.

1.3 COORDINATION WITH OTHERS

- A. The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained by the City in advance, portions of the existing facilities may be taken out of service for short periods.
- B. Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.
- C. The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with the contractor's work.

1.4 CONTRACT CHANGES

The City has developed four (4) forms to facilitate and track communications with the contractor. These are the **Request for Information (RFI)**, **Engineering Change Directive (ECD)**, **Proposal Request (PR)**, and **Change Order Proposal (COP)**. These forms are included at the end of the Special Provisions.

The **Request for Information (RFI)** shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises. The City may also use the form to inquire on contractor's methods, schedule or other issues not warranting more formal letter correspondence. The contractor shall maintain the numbering system and, as such, any issued by the City will be unnumbered until delivered to the contractor.

The **Engineering Change Directive (ECD)** shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented. Directives are effective immediately. Should the contractor believe that such Directive should result in either a change in cost or time for the project, they shall notify the engineer prior to commencing such work and, if possible, submit a **Change Order Proposal** prior to the start of such work, but in no case, less than seven (7) days from receipt of said Directive.

In the event the City does not receive a **Change Order Proposal** from the contractor within seven (7) calendar days of the contractor's receipt of a Directive from the City, the contractor shall have no claim for extra cost or time or impacts attributable to the work required by the Directive. (Directives are numbered by the City.) Once the City and the contractor have established a price for the changes required by the Directive or any other request by the City for a change in the work, and a **Change Order Proposal** issues reflecting the agreed upon price, it is agreed and understood that the price reflected by the **Change Order Proposal** shall include all direct costs, indirect costs, and the contractor's estimate of impacts to its work, including but not limited to delay impacts, and shall represent a full and final settlement of all issues pertaining to the work required by the Directive, and work performed by the contractor up to the date of the **Change Order Proposal**.

The **Proposal Request (PR)** shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work. The contractor shall respond to such requests with a **Change Order Proposal** within seven (7) days from receipt of said Request unless more time has been agreed to. Requests are numbered by the City.

The **Change Order Proposal (COP)** shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract. COPs shall be numbered by the contractor and, in the case of revision or resubmission of the same basic COP, the number shall be hyphenated with the letter "B", "C", etc.

1.5 DIFFERING SITE CONDITION

Differing site conditions shall be administered in accordance with Sections 1.04.5, 1.04.7, and 1.09.11 of the Standard Specifications except as stipulated in these Special and General Provisions. Contractor shall have no claim for additional costs or work, if it fails to submit a written RFI to the City immediately upon encountering any differing site condition, conflicts in the plans, specifications, or constructability issues.

The contractor shall promptly, and before conditions are disturbed, notify the engineer or their field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability. A written **Request for Information (RFI)** shall be submitted by the contractor when such problems and direction are required.

The engineer shall promptly investigate the conditions, and if agreed upon with the contractor, adjustment shall be made on the appropriate details in writing to facilitate construction. The response may be on the **RFI** or may necessitate an **Engineering Change Directive (ECD)** or **Proposal Request (PR)**. No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the engineer.

Whenever possible, should the City desire extra work to be performed a **Proposal Request (PR)** shall be sent to the contractor.

Whenever possible, the contractor shall submit in advance and in writing, a **Change Order Proposal (COP)** for changes in the scope of work and/or contract amount. This proposal shall be either accepted or rejected in writing by the project engineer prior to work commencing. When no agreement can be reached, the City may order extra work on force account.

When time is short, the contractor shall notify the City extra work is required or the City shall notify the contractor that extra work is needed and at a minimum, the engineer shall issue a handwritten **Engineering Change Directive**. In such cases, said handwritten **Directive** will not be considered as agreement that such work is extra. Within seven (7) days, the contractor shall submit a written **Change Order Proposal** for changes in the scope of work and/or contract amount.

1.6 SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be present at the project site at all times during the entire progress of the work, except those times when the contractor is demobilized. The superintendent shall be on site even when only a subcontractor is working, unless otherwise approved by the engineer. The foreman shall be satisfactory to the contractor, and shall have full authority to act on their behalf.

In the event of construction work, it will be the foreman's responsibility to have a set of plans and specifications on the project site during the progress of the work. The foreman shall mark or record on the plans all changes made during construction. Such "AS-BUILT" plans shall be available to the engineer at all times and shall be delivered to the engineer upon completion of the work.

The superintendent initially assigned to the project by the general contractor shall remain superintendent for the duration of the contract. If the superintendent is replaced, all work shall stop until an additional preconstruction meeting with the City is held. This work stoppage will be at the contractor's expense. The completion date shall remain unchanged, regardless of any work stoppage.

NOTE: The final retained portion of this contract shall not be released for any reasons until complete "AS-BUILT" plans are received and approved by the engineer.

END OF SECTION



SUBMITTALS

CHANGE ORDER PROPOSAL (COP) GENERATION SECTION

Project Name: _____

Date: _____

Specification No: _____ Contract No. _____

COP No. _____
(Numbered By Contractor)

Contractor Name: _____

Ref No. _____
(Prop Request or Eng Change Dir.)

TITLE:

Scope of Change Order/Work: _____ (Attach City Proposal Request when applicable)

☐ Sketch Attached

☐ Drawing Attached

☐ Additional Pages Attached

Cost/Credit \$ _____

Time Extension Request _____

Submitted by: _____

Contractor

The change order includes all contractor(s) labor, material, overhead, profit and all direct and/or indirect costs associated with the change in the scope of work.

☐ Approved

☐ Disapproved

☐ Resubmit

Comment:

Tacoma Power

Date _____

Prior to any extra work or within seven (7) days of discovery of any claim, the contractor shall submit a written proposal for changes in the scope of work and/or contract amount using this **Change Order Proposal**.



SUBMITTALS

ENGINEERING CHANGE DIRECTIVE (ECD) GENERATION SECTION

ECD NO:

(Numbered By City)

Date: _____

Project Title: _____

Contract No. _____

Specification No: _____

Contractor Name _____

Ref. No: _____

(RFI, etc.)

TITLE:

You are directed to make the following modification(s) in the scope of work of this contract.

☐ Sketch Attached ☐ Drawing Attached ☐ Additional Pages Included

This document becomes effective upon receipt by the contractor, with signature of a representative of the City. The contractor shall then commence with the modification(s) listed above. Signature by the contractor signifies agreement that the proposed modifications will not, may, or will result in a claim for changes in contract sum or time.

Signed By: _____ Signed By: _____

Tacoma Power

Date

Contractor (Check Box Below)

Date

This construction change directive: ☐ will not; ☐ may; ☐ will; result in a claim supported by filing of a **Change Order Proposal** prior to any extra work, but not later than seven (7) days.



SUBMITTALS

REQUEST FOR INFORMATION (RFI) GENERATION SECTION

(Form Used By Contractor To Clarify Work Directed By City OR
By City When Information Needed From Contractor/Contract)

Date: _____

RFI NO:

(Numbered By Contractor)

Project Title: _____

Specification No: _____

Ref. No: _____

(If Available, ECD, etc.)

ARCHITECT:

OWNER:

Tacoma Power
3628 South 35th Street
Tacoma WA 98409

CONTRACTOR:

SUBJECT:

☐ Architectural ☐ Civil ☐ Structural ☐ Mechanical ☐ Electrical ☐ Other

Request/Recommended Solution: _____

☐ Attachments

Date Required
For Response: _____

Initiated By:
(Name) _____
(General
Contractor) _____

Response: _____

☐ Attachments

Response Date: _____

Response By:
(Name) _____

*NOTE: Prior to any extra work or within seven (7) days of discovery of any claim,
the contractor shall submit a written proposal for changes in the Scope of Work
and/or contract amount using the **Change Order Proposal**.*

(Firm) _____

City Approval:

The Owner (Tacoma Power) reviewed the foregoing request and finds the response to be in order.

Reviewed By: _____
Project Engineer

Date: _____

Copies: ☐ Owner ☐ Consultants ☐ File ☐ _____



SUBMITTALS

PROPOSAL REQUEST (PR) GENERATION SECTION

Project Name: _____

Date: _____

Specification No: _____

Contract No. _____

Proposal Request No. _____
(Numbered By City)

Contractor Name: _____

Ref. No. _____
(If Applicable)

Please submit a breakdown of the proposed costs for modification(s) to the contract sum and/or contract time associated with the proposed changes in the scope of work and to the contract documents described below.

This is not a change order or a notice to proceed with the work described below.

TITLE:

Description of proposed changes:

☐ Sketch Attached

☐ Drawing Attached

☐ Additional Pages Attached

Submitted by:

Information Provided by:

Tacoma Power

Contractor

Date

Date

The proposal shall include all contractor(s) labor, material, overhead, profit and all direct and/or indirect costs associated with the change in scope of work.

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED WITH BID

In addition to the items listed in the Bidders Checklist, the bidders **shall** submit with their bid package the following information. This information may be used for evaluation purposes.

A. MANUALS

The contractor shall be required to submit one (1) copy of their company's Safe Practices or Operations Manual to better understand the needs and safety concerns of the dive team.

This document shall include as a minimum:

1. Safety procedures and checklists for each dive plan, including personnel and equipment, used.
2. Diving checklists for both pre and post dives.
3. Dive team assignments and responsibilities.
4. Equipment procedures and checklists for each dive plan used.
5. Emergency procedures for the following:
 - a. Site specific emergency action plan.
 - b. Fire
 - c. Equipment failure
 - d. Adverse environmental conditions including but not limited to weather and sea state
 - e. Medical illness and treatment of injury

B. STATEMENT

Each bidder shall furnish a statement with the following:

1. Semi-annual air quality samples have been taken on breathing air systems intended for use on the job.
2. Annual inspection of diving umbilicals has been completed and each diving umbilical is marked in ten-foot increments as per regulations.
3. All gauges have been calibrated within the last six (6) months.
4. Diver helmets have been maintained and inspected in accordance with a routine established by the diving company.
5. Each dive member has a valid CPR Certification documents (annual) and current First-Aid Certificate (renewed every three (3) years).
6. Each dive team member has a current Diving Physical Report on file in the company offices and possesses a valid Commercial Diver Certification card to indicate their level of competency.

C. Contractors Resume

D. Record of Prior Contracts

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

- A. Work Hazard Analysis Report as required in Paragraph 3.06(B) of the General Provisions.
- B. Construction Schedule as required in Section 01040 – Project Coordination.
- C. List of Subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.
- D. Name of Job Superintendent.
- E. List of Number and Names of Workers, Equipment List, and Working Site Layout or Requirements.
- F. List of Products.
- G. List of Principal Suppliers and Fabricators.

1.3 EMERGENCY EQUIPMENT REQUIRED AT DIVE SITE

Minimum diving emergency equipment shall be available at the site of diving operations and consist of:

- A. Physician approved first-aid kit and manual
- B. Bag-type manual respirator with transparent mask and tubing

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

Any part of the work not specifically covered by these specifications shall be performed in accordance with the U.S. Coast Guard requirements and regulations.

These specifications will herein be referred to as the Standard Specifications.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

Power will not be provided for this project.

B. TELEPHONE SERVICE

The City will not provide telephone service for the contractor. Mobile telephone service may be available at the site.

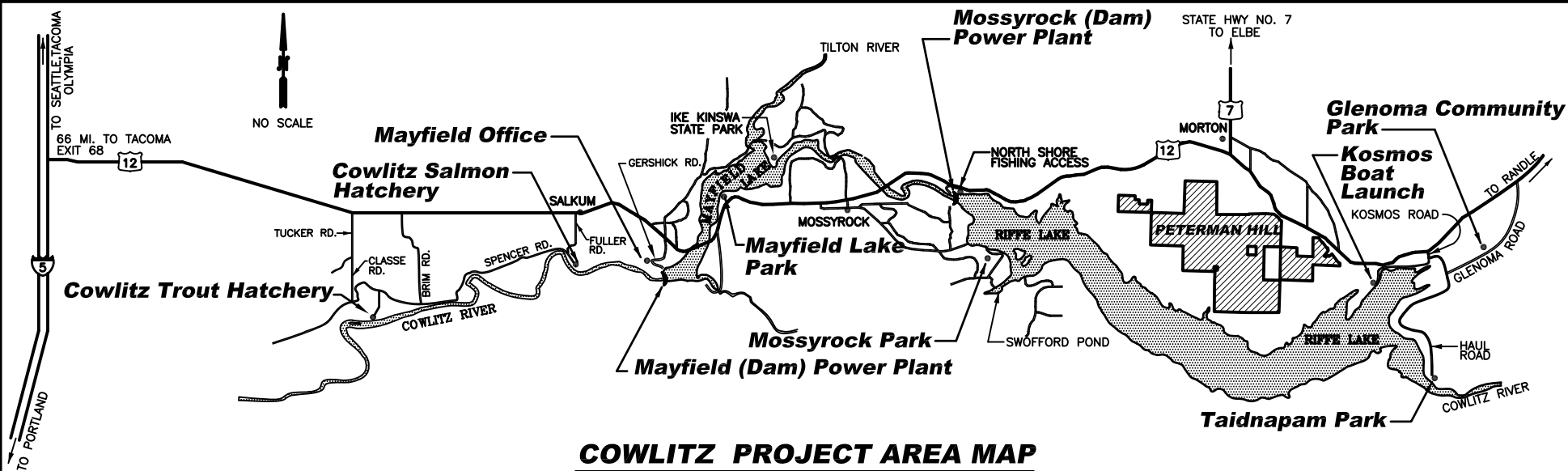
C. WATER

The City will not provide potable water to the contractor for this project.

D. SANITARY FACILITIES

Specific sanitary facilities will not be provided for this project. Facilities are available at all of the City's hydroelectric projects that may be used if special coordination is made.

END OF SECT



COWLITZ PROJECT AREA MAP

DIRECTIONS-

COWLITZ TROUT HATCHERY

TO HATCHERY: FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 7 MI., TURN RIGHT ONTO TUCKER RD. (GROCERY STORE WILL BE ON THE LEFT). FOLLOW TUCKER RD. 1.5 MI., VEER LEFT ONTO CLASSE RD. AT "T" TURN LEFT ONTO SPENCER RD. FOLLOW SPENCER RD. 2 MI. AND TURN RIGHT ONTO COWLITZ GAME FISH HATCHERY DRIVEWAY. FOLLOW DRIVEWAY .75 MI.

COWLITZ SALMON HATCHERY

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 12 MI., TURN RIGHT ONTO FULLER RD. FOLLOW FULLER RD. TO "T". TURN LEFT AND TRAVEL 1.1 MI. CONTINUE DOWNHILL TO SALMON HATCHERY.

GLENOMA COMMUNITY PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 3/4 MILE TO FIRST LEFT, GLENOMA ROAD. TRAVEL APPROXIMATELY 1/2 MILE TO PARK.

KOSMOS BOAT LAUNCH

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FOLLOW SIGNS TO THE BOAT LAUNCH.

MAYFIELD LAKE PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE EAST APPROXIMATELY 19 MI., TURN LEFT ONTO BEACH ROAD (APROX. 1 MILE PAST MAYFIELD LAKE BRIDGE). TRAVEL 1/2 MILE TO PARK.

MAYFIELD OFFICE BUILDING, DAM & POWERHOUSE

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 14 MI., TURN RIGHT JUST BEFORE SMALL STORE ONTO GERSHICK RD. FOLLOW GERSHICK RD. TO CYCLONE FENCE/GATE. PASS THROUGH GATE AND FOLLOW ONE-LANE ROAD TO MAYFIELD OFFICE ON THE LEFT AT 253 HYDRO LANE. TO REACH THE POWERHOUSE, CONTINUE DOWN HILL TO THE END OF THE ROAD.

MOSSYROCK PARK

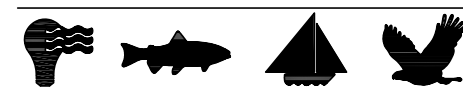
MOSSYROCK PARK IS LOCATED ABOUT 90 MILES SOUTH OF TACOMA IN LEWIS COUNTY NEAR THE TOWN OF MOSSYROCK. FROM TACOMA TAKE I-5 SOUTH TO STATE ROUTE 12 (EXIT 68 "MORTON"). TURN LEFT EASTBOUND ON STATE ROUTE 12 FOR APPROXIMATELY 21 MILES. TURN RIGHT AT LIGHT ON WILLIAMS STREET. CONTINUE ON WILLIAMS STREET TO THE TOWN OF MOSSYROCK. WHEN YOU REACH THE "T", TURN LEFT ONTO EAST STATE STREET AND GO FOR 3 MILES TO MOSSYROCK PARK ENTRANCE.

MOSSYROCK POWERHOUSE

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 21 MI. TO WILLIAMS ST. (TRAFFIC LIGHT) AND TURN RIGHT. CONTINUE ON WILLIAMS ST. FOR 0.4 MILE TO STATE STREET. TURN LEFT (EAST) ON EAST STATE ST. FOR 2.9 MILES TO YOUNG ROAD. TURN LEFT (NORTH) ON YOUNG ROAD AND FOLLOW YOUNG ROAD FOR .9 MILE AND TURN RIGHT AT MOSSYROCK DAM VIEW POINT SIGN. GO .5 MILE AND TURN LEFT ON ONION ROCK LANE GO 1.3 MILES TO DAM/POWERHOUSE.

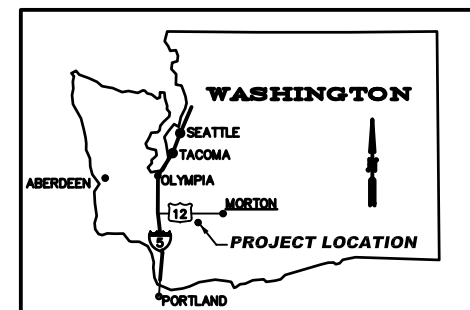
TAIDNAPAM PARK

FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 4 MILES TO TAIDNAPAM PARK ENTRANCE.



Cowlitz River Project

T A C O M A P O W E R



NISQUALLY PROJECT AREA MAP

DIRECTIONS-

PROJECT OFFICE
LAGRANDE DAM AND
POWERHOUSE

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 21.1 MILES AND TURN RIGHT INTO DRIVEWAY OF LAGRANDE HYDROELECTRIC PLANT, AND PROJECT OFFICE.

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 26 MILES AND TURN RIGHT ON ALDER LAKE DAM ROAD EAST. CONTINUE TO ALDER LAKE PARK AND ALDER DAM. TRAVEL 2 MILES PAST ALDER LAKE CAMPGROUND ON HWY. 7 TO SUNNY BEACH POINT ON THE RIGHT AND 5 MILES PAST SUNNY BEACH POINT TO ROCKY POINT CAMPGROUND ON THE RIGHT.

ALDER LAKE PARK
ALDER DAM
ALDER POWERHOUSE
SUNNY BEACH POINT
ROCKY POINT CAMPGROUND

TO ALDER POWERHOUSE

PROJECT OFFICE

LaGRANDE DAM

ALDER DAM

ALDER LAKE PARK

SUNNY BEACH POINT

ROCKY POINT CAMPGROUND

ALDER LAKE

ALDER LAKE

NISQUALLY RIVER

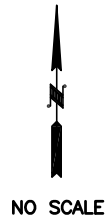
PLEASANT VALLEY ROAD

TO MORTON, MAYFIELD

TO EATONVILLE

TO EATONVILLE

TO TACOMA



STATE MAP



Nisqually River Project
T A C O M A P O W E R

DIRECTIONS-

CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:

FROM TACOMA, TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HIGHWAY 101 NORTH. FOLLOW HIGHWAY 101 FOR 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2, CONTINUE ON HIGHWAY 101 NORTH 2.7 MILES TO HOODSPORT AND TURN LEFT ONTO HIGHWAY 119 AT "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 4.4 MILES AND TAKE A LEFT ON NORTH STANDSTILL DRIVE. CONTINUE PAST LAKE CUSHMAN FIRE DISTRICT BUILDING FOR APPROXIMATELY 600 YARDS TO DAM CONTROL BUILDING AND SWITCHYARD ENCLOSED IN FENCED AREA WITH RESTRICTED AREA SIGNS.

CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:

FROM TACOMA, TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HIGHWAY 101 NORTH. FOLLOW HIGHWAY 101 FOR 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2, CONTINUE ON HIGHWAY 101 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HIGHWAY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO CUSHMAN-POTLATCH ROAD. FOLLOW CUSHMAN-POTLATCH ROAD APPROXIMATELY 0.75 MILES. TURN RIGHT ONTO LOWER LAKE ROAD. AT BOTTOM OF HILL, APPROXIMATELY 0.5 MILES, TURN LEFT ONTO RESTRICTED CITY DRIVEWAY TO CUSHMAN NO. 2 DAM.

CUSHMAN NO. 1 SPILLWAY FROM HWY. 101 NORTH

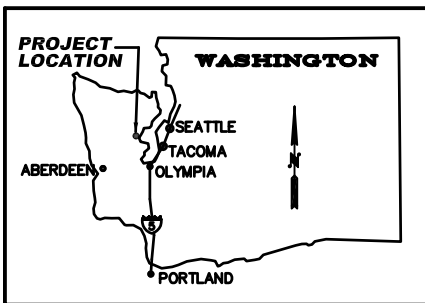
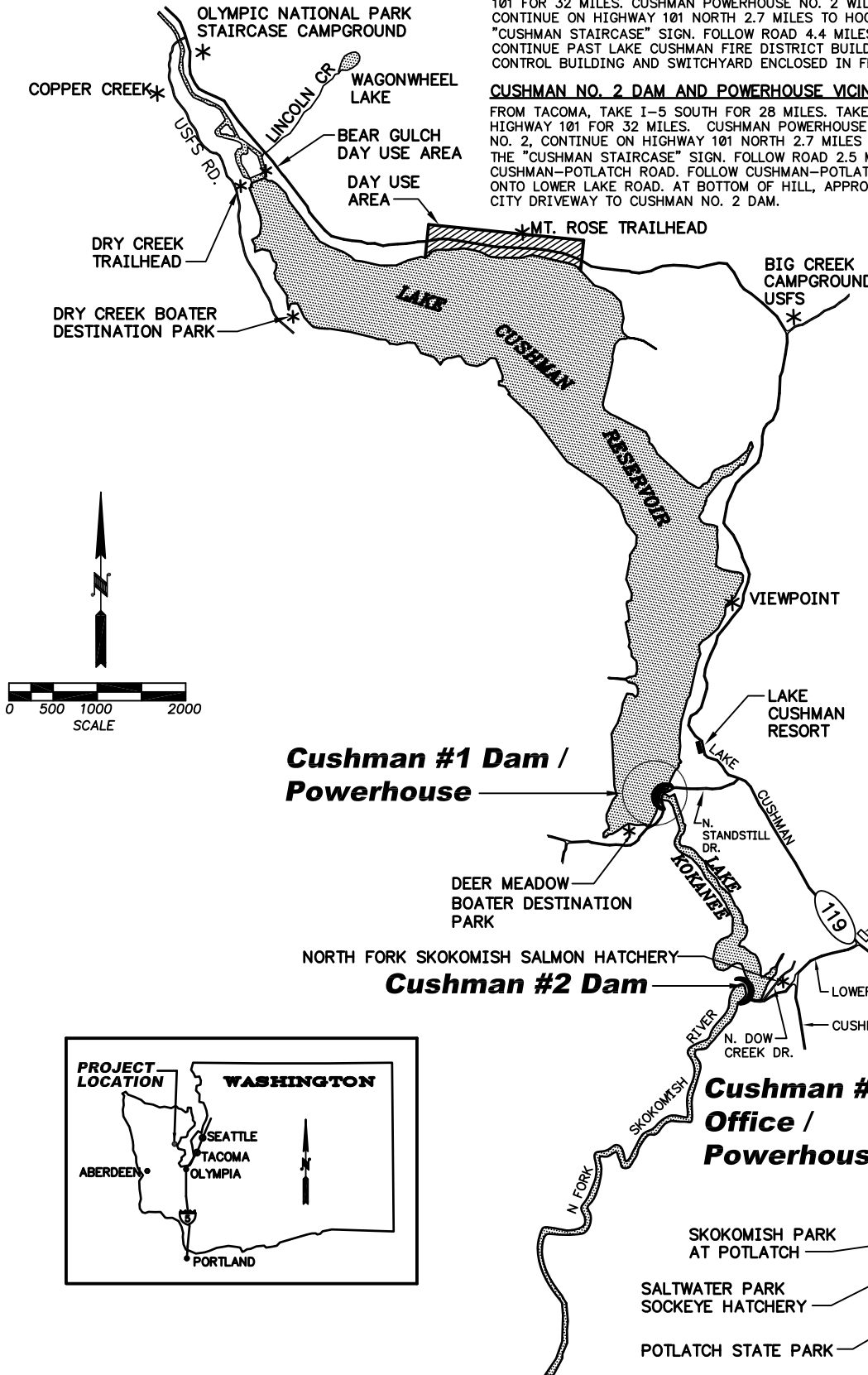
TURN LEFT ONTO W. SKOKOMISH VALLEY RD FOR 5.6 MI. TURN SLIGHT RIGHT ONTO NF-23 FOR 1.8 MI. TURN LEFT TO STAY ON NF-23 FOR 0.5 MI. TAKE FIRST RIGHT ONTO NF-2340 FOR 4.5 MI. (AT 2.7 MI. YOU SHOULD BE AT THE STEEL BRIDGE). TURN SLIGHT RIGHT TO STAY ON NF-2340 FOR 3.7 MI. TURN SHARP RIGHT ONTO MACKINAW RD AND PROCEED THROUGH SECURITY GATE.

NORTH FORK SKOKOMISH SALMON HATCHERY

FROM TACOMA, TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HIGHWAY 101 NORTH. FOLLOW HIGHWAY 101 FOR 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2, CONTINUE ON HIGHWAY 101 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HIGHWAY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO LOWER LAKE ROAD. FOLLOW LOWER LAKE ROAD APPROXIMATELY 1 MILE. AT BOTTOM OF HILL, TURN RIGHT ONTO NORTH DOW CREEK DRIVE AND NORTH FORK SKOKOMISH SALMON HATCHERY IS ON THE RIGHT AT 30 N. DOW CREEK DRIVE, HOODSPORT, WA 98548.

SALTWATER PARK SOCKEYE HATCHERY

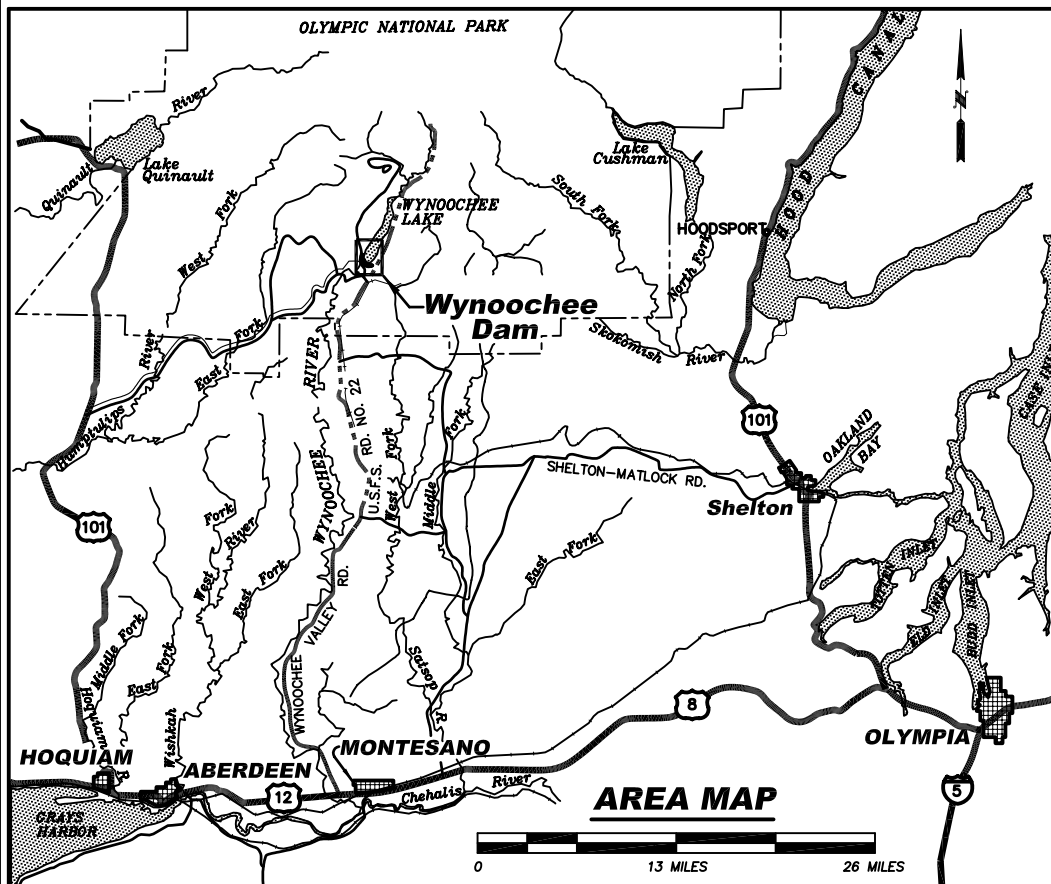
FROM TACOMA, TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HIGHWAY 101 NORTH. FOLLOW HIGHWAY 101 FOR 32 MILES. THE SALTWATER PARK SOCKEYE HATCHERY IS LOCATED ON THE RIGHT, JUST SOUTH OF SKOKOMISH PARK AT POTLATCH. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT A SHORT DISTANCE PAST THE HATCHERY SITE. HATCHERY ADDRESS: 21462 NORTH US HIGHWAY 101, SHELTON, WA 98584.



CUSHMAN PROJECT AREA MAP



Cushman Hydro Project
T A C O M A P O W E R



DIRECTIONS

FROM TACOMA, TRAVEL SOUTH ON I-5 TO OLYMPIA. TAKE THE HWY. 8 (OCEAN BEACHES) EXIT AND TRAVEL WEST APPROXIMATELY 45 MILES (JUST PAST MONTESANO). TURN RIGHT AT THE DEVONSHIRE ROAD EXIT ONTO WYNOOCHEE VALLEY ROAD AND TRAVEL APPROXIMATELY 36 MILES TO THE WYNOOCHEE PROJECT.



Wynoochee River Project

T A C O M A P O W E R

