

EMAIL SUBMITTALS TO:  
[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

**CITY OF TACOMA  
REQUEST FOR BID**

BID NO.: PT21-0509N  
BUYER: Erica Pierce  
PHONE: 253-502-8332  
FAX: 253-502-8372  
DATE: 04/21/21

**SURPLUS PROPERTY SALE**

BIDS will be received until **11:00 a.m., Wednesday, April 28<sup>th</sup>, 2021**

FOR: Purchase of items listed below. Weights and quantities are estimated. Items will be sold as-is and where-is, and in accordance with instructions attached hereto. Freight costs and arrangements are the responsibility of the bidder. Bids must be submitted on this form.

253 Hydro Lane  
LOCATION OF SURPLUS PROPERTY: Silver Creek, WA 98585

VIEWING CONTACT: Sean Veley 253-502-8713

QUANTITY	DESCRIPTION	UNIT PRICE		TOTAL	
	ALL PRICES QUOTED SHALL BE F.O.B. ORIGIN				
1 LOT	Mayfield Power Transformers – Qty 4 Single Phase 50 MVA, 13.2KV to 230KV generator step up power transformers that each weigh approximately 101,000 points, with oil removed.  <b>Vendor confirms that all transformers will be removed within 10 business days of notice that all documentation is complete and equipment is available for pick-up:</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No  Only firms that have been pre-approved by the City of Tacoma for their abilities to properly manage residual levels of PCB's will be allowed to bid  * SOLD AS IS - WHERE IS * <b>This Sale May be Subject to Council or Utility Board Approval</b>	\$XXXXXX	LOT	\$ _____	_____
		Sub-Total:		\$ _____	_____
		Sales Tax:		\$ _____	_____
		Grand Total:		\$ _____	_____

Bidder certifies that this purchase is for resale in the regular course of business, or is to be used as an ingredient or component part of a new article of tangible personal property to be produced for sale, or is a chemical to be used in processing an article to be produced for sale.

Resale No.: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Authorized Signature as required)

If not applicable, Washington State sales tax will apply and will be added to the bid amount.

The Undersigned hereby agrees to purchase any or all items described above in accordance with conditions and instructions contained in this bid call:

Bidder: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_ Fax: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# CITY OF TACOMA

## GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY

### **Submittal Information**

Sealed bids must be delivered to the office designated on the attached form, on or before the time mentioned thereon. Any bid received after the established opening time will not be considered, and will be returned to the bidder unopened.

~~When specified by the City, bids must be accompanied by a Certified or Cashier's check as a bid and performance guarantee (good faith deposit) in an amount not less than five percent (5%) of the amount of the bid, made payable to "Treasurer, City of Tacoma." Cash will not be accepted. Deposit checks will be returned to unsuccessful bidders after award of the bid to the successful bidder. The deposit of successful bidder shall be applied to the purchase price. If the successful bidder fails to consummate the purchase, such deposit shall be forfeited as liquidated damages to the City of Tacoma.~~

Bids must be valid for a minimum of 30 days after the opening date.

Bidders may inspect the items offered for sale at the location indicated on the attached form.

The City reserves the right to reject any or all bids received, to award any or all of the various items to separate bidders, to waive any informalities in the bids, and to award as best serves the interest of the City.

### **Disclaimer of Warranty**

All items are sold AS-IS and WHERE-IS, with all faults. The Seller makes no warranty, express or implied with respect to the condition of the goods. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Quantities/Payment**

Unless otherwise indicated, quantities and/or weights are estimates only. Buyer shall not be entitled to any price adjustment in the event of variance in the estimated quantity. The total sale amount will be based on the unit prices quoted and the total quantity or weight as determined by scale weight at the time material is picked up.

Within one week from date of notification of award, the successful bidder must make payment in full for all items awarded. Payment for metals or other items that must be weighed shall be based on the estimated quantities as shown in the bid call, with final payment adjustment to be made based on actual weights picked up as ascertained by the scale tickets. All payments are to be by Certified or Cashier's check, made payable to **"Treasurer, City of Tacoma."**

Any material, equipment or other items bid upon must be removed by the successful bidder within one week from date of notification of award, unless stated otherwise under special instructions. Material bid on may be added to by like material through normal course of operation of the City of Tacoma between the time of the bid opening and the time the salvage is picked up. However, all material in any designated bin or location must be removed during the normal course of pick-up by the successful bidder.

The successful bidder will be required to pay Washington State sales tax, unless he/she is a qualified dealer, in which case he/she must furnish his/her resale number, as indicated on the bid form.

### **Hazardous/Toxic Substances**

The Buyer shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances, including but not limited to the following: The Toxic Substance Control Act; the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Hazardous Waste Management Act; the Occupational Safety and Health Act; and the Washington Industrial Safety and Health Act.

### **Indemnification - Hold Harmless**

Purchaser acknowledges that pursuant to the terms of this agreement, Purchaser is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser 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 Purchaser's or subcontractor's employees) or damage to property involving Purchaser, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser recognizes that Purchaser 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.

### **Bid Submittal Check Sheet**

Your bid proposal must be received in the Purchasing Division by 11:00 a.m., Wednesday, April 28th, 2021. Submittals are accepted by the following delivery methods: e-mail. The City accepts no responsibility for transmission errors.

E-mailed bid submittals are to be sent to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org) for this solicitation. Please include the Collective Bid Number, PT21-0509N, in the subject line of your e-mail. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal.

#### **The following items make up your bid submittal package:**

1. Signed Bid Proposal Page
2. Statement of Intent and Methods of Equipment Dismantle.

**Failure to comply may result in your bid being declared non-responsive and rejected.**

#### **Documents required after award:**

Payment  
Insurance Certificate and Endorsements  
Hold Harmless Form  
Resellers Certificate, if applicable

**PT21-0509N- SUBSTATION SURPLUS EQUIPMENT**  
**Mayfield Substation Transformer**

## Statement of Intent and Methods of Equipment Dismantle

The bidder shall indicate in their bid, their intent and method of equipment dismantle. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the substation soils.

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.



**CITY OF TACOMA**

**SURPLUS PROPERTY DISPOSAL/SPECIFICATION NO. PT21-0509N  
FROM (Dept): Transmission and Distribution - TPU  
TO (Purchaser/Recipient):**

**Indemnification--Hold Harmless**

Purchaser/Recipient acknowledges that pursuant to the terms of this agreement, Purchaser/Recipient is totally responsible for the safety of all persons and property in the performance of this contract. Purchaser/Recipient 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 Purchaser/Recipient's or subcontractor's employees) or damage to property involving Purchaser/Recipient, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the contract except for injuries or damages caused by the sole negligence of the City. In this regard, Purchaser/Recipient recognizes that Purchaser/Recipient 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 thereunder in favor of the City of Tacoma.

**ITEM:** \_\_\_\_\_ **\$** \_\_\_\_\_

**ITEM:** \_\_\_\_\_ **\$** \_\_\_\_\_

**ITEM:** \_\_\_\_\_ **\$** \_\_\_\_\_

**ITEM:** \_\_\_\_\_ **\$** \_\_\_\_\_

**PURCHASER/RECIPIENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY & STATE:** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

All items are sold/donated/salvaged AS-IS and WHERE-IS, with all faults. Freight costs and arrangements are the responsibility of the bidder. The City of Tacoma makes no warranty, express or implied, with respect to the condition of the goods. The City of Tacoma specifically **DISCLAIMS ANY AND ALL UCC WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

# **TACOMA POWER**

## **SUBSTATION SURPLUS EQUIPMENT**

### **Mayfield Power Transformers**

We have four single phase 50 MVA, 13.2KV to 230KV generator step up power transformers that each weigh approximately 101,000 pounds, with oil removed. The insulating oil will be removed prior to contractor salvage.

The transformers will be available as is, where is. All equipment will be drained of insulating oil by Tacoma Power; however, residual oil will be present and should be anticipated by the bidder. The currently available equipment is located at our Cowlitz Project Mayfield Dam.

All equipment may be examined prior to the bid deadline on a limited, escorted basis. Contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 to arrange a visit or for any other questions regarding this offering.

On-site demolition will not be allowed, but it is anticipated that the equipment will need to be partially dismantled to allow for safe shipment, such as removal of radiators. Dismantling should only consist of that which is necessary to safely transport the equipment. Tacoma Power will move the four transformers from their respective bays and have them staged for the contractor to prepare for transport. Any further disassembly and demolition, such as for salvage/recycling, must take place off-site at the selected bidder's location. The selected bidder is to assume responsibilities and costs for ALL dismantling, demolition and transportation requirements, such as, but not limited to: tools, equipment, supplies, vehicles, permits and/or fees.

All work must be completed within the allowed time frames. The bidder **MUST** indicate in their bid, their intent and method of equipment dismantle to transport. Bidder must clearly identify the type of work to be performed and include plans and safety measures to perform the work and prevent any loss of oil or other contaminants to the staging area soils. Any failure to supply the requested information may result in bid disqualification.

The PCB content of all equipment, except for fluid filled bushings, is known to be less than or equal to one (1) part per million (ppm) and the report is available upon request. The bidder must indicate on their proposal whether the equipment will be scrapped or if it is intended for salvage.

The Mayfield Power House surplus transformers are located at the following location:

Mayfield Power House  
253 Hydro Lane  
Silver Creek, WA 98585

Photos showing the transformers and locations in the substation, and a nameplate for one of the transformers (they are identical) are attached to this document. Please contact Sean Veley at (253) 502-8713 or Sean Forslund at (253) 502-8235 if any additional information is needed.

**Schedule:**

All equipment must be removed from the site according to the schedule described below.

The transformers are currently scheduled to be available **September 2021**. The contractor will be provided four weeks' notice of the availability of the site. Tacoma Power will make sure that each transformer is drained of oil and available for removal. The contractor will be allowed no more than **10 working days** to remove all listed equipment from the site once made available. If the availability of the equipment is delayed, 10 full days will still be available for removal.

All work on Tacoma Power property will be attended by a qualified Tacoma Power employee as required by state safety regulations. Tacoma Power will supply a qualified person between the hours of 7 am to 12 pm and 12:30 pm to 5:30 pm for the duration of the 5-day period, at no charge to the contractor. The contractor may arrange for additional hours at their own expense according to the cost schedule listed below. The contractor must provide at least 24-hour's notice of any schedule extension beyond the times listed above. All additional work, including normal lunch periods, extended work days, and weekends, will be the responsibility of the contractor at the following rates:

**Cost for on-site supervision:**

\$111.53 per hour for weekdays between 7 am to 12 pm and 12:30 pm to 5:30 pm, not including ½ hour for lunch between noon and 12:30 pm.

\$156.59 per hour for all additional overtime and lunch periods worked by the on-site supervising electrician.

If the contractor fails to complete equipment removal from the station by the end of the allowed time, they will not be allowed into the substation and all remaining electrical equipment will be forfeited in the interest of preparing the site for necessary construction. There will be no refunds for failure to meet this schedule.

**Oil Spill Prevention:**

Washington state environmental regulations require the reporting and cleanup of all oil spills, even very small spills. The contractor will not be allowed to spill any oil during removal of the transformer. This includes oil from the transformer and equipment used during the removal process, including hydraulic systems. Oil contaminated materials will not be allowed to be placed on unprotected soils and the

contractor must be prepared for all weather conditions. Work practices that are considered unsafe or likely to result in oil contamination will be stopped by the Tacoma Power supervisor until deficiencies are corrected. No additional removal time will be allowed for work stopped due to improper practices. All oil spilled will be remediated to state and Tacoma Power standards at the contractor's cost.

**Work Plan:**

The contractor must supply a brief work plan with their bid that includes general information about their process for removing the equipment, general process for dismantling the equipment, expected schedule (including weekend and overtime work) for Tacoma Power planning needs, and the general process for preventing oil spills.

The bidder with the highest acceptable bid will be notified and must supply a detailed work plan within 30 days. The specific requirements for the work plan will be detailed by Tacoma Power when the notification is made. A detailed work plan may not be necessary depending on the plan submitted with the bid. Failure to supply an acceptable work plan within 30 days may be grounds to reject the bid.

**Safety:**

The contractor must abide by all safety regulations while working on Tacoma Power property. Special attention includes, but is not limited to, fall protection, confined space entry, and lead exposure for work on the equipment. All high voltage power lines located near the equipment will be de-energized and there should be enough clearance to place a crane to lift the equipment for loading/size reduction purposes. The contractor must maintain proper clearance, as directed by the on-site safety watch, from all energized lines.

Every Tacoma Power employee is acutely aware of safe operating practices and is authorized to stop any work they consider to be unsafe. The contractor will abide by any direction to stop work for safety reasons upon notice by any Tacoma Power employee. The contractor will immediately correct any condition or practice determined to be unsafe. No time extension will be allowed for work stoppage due to unsafe work practices.



## Transformer Photos









# GENERAL ELECTRIC

## TRANSFORMER

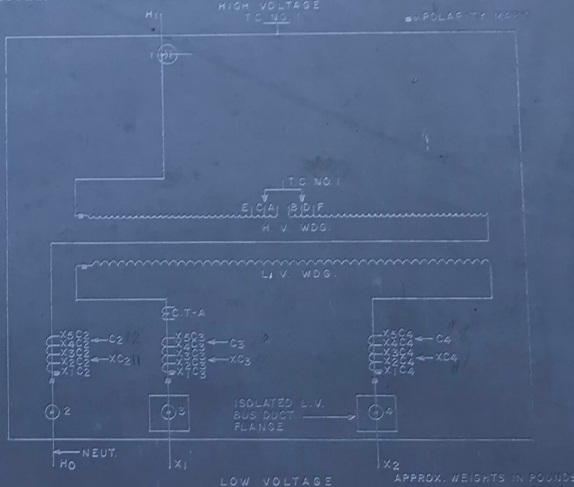
NO. D552475 CLASS FOW SINGLE PHASE SUBTRACTIVE POLARITY 60 CYCLES  
 VOLTAGE RATING 132750/230000GR.Y-13200  
 KVA RATING 50000 CONTINUOUS 55 CRISE FORCED-OIL, FORCED-WATER-COOLED WITH 100 GALLONS OF 25°D COOLING WATER PER MINUTE PER 100 KVA

HIGH VOLTAGE CONNECTIONS				
LINE ON 1		50000 KVA AMP	DIAL POS.	NEUTRAL ON 2
LINE TO LINE	LINE TO NEUT.			TAP CHANGER NO. 1 CONNECTS
241500	139430	359	1	A TO B
235750	136110	367	2	B TO C
230000	132790	377	3	C TO D
224250	129470	386	4	D TO E
218500	126150	396	5	E TO F

LOW VOLTAGE CONNECTION	
LINES ON 3, 4	
VOLTS	50000 KVA AMP
13200	3790

BASIC INSULATION LEVELS	
I T E M	IMPULSE LEVEL FULL WAVE KV
H1	82.5
X1, X2	110
HO	110

CT. NO. 2 IS 6000.5 AMP.  
 C.T.'S NO. 3, 4 ARE 8000.5 AMP.  
 REFER TO C.T. OUTLET NP 224450 FOR CONNECTIONS AND RATIOS.  
 C.T.-A IS FOR USE WITH AN INDICATING THERMAL RELAY AND REMOTE WINDING TEMPERATURE INDICATOR.  
 TRANSFORMER OPERATING PRESSURE RANGE IS 0.6 PSI POSITIVE TO 0 PSI NEGATIVE.  
 TRANSFORMER TANK SUITABLE TO WITHSTAND 5 PSI PRESSURE AND FULL VACUUM.  
 SUITABLE FOR OPERATION WITH THE NEUTRAL EITHER SOLIDLY GROUNDED OR GROUNDED THROUGH AN IMPEDANCE WHICH WILL LIMIT THE LOW FREQUENCY AND IMPULSE VOLTAGES FROM NEUTRAL TO GROUND TO VALUES CONSISTENT WITH THE INSULATION LEVELS SHOWN ON THIS NAMEPLATE.



APPROX. WEIGHTS IN POUNDS  
 TOTAL 167000  
 WHEN UNTANKING 65000  
 TANK AND FITTINGS 36000  
 NO. 10°C OIL 8810 GAL. 65500

IMPEDANCE VOLTS 17.3 PER CENT 132750-13200 VOLTS AT 50000 KVA  
 CAUTION: BEFORE INSTALLING OR OPERATING READ INSTRUCTIONS GEI-79870

ATMOSEAL OIL PRESERVATION SYSTEM

PITTSFIELD, MASS.

MADE IN U.S.A.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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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

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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](http://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

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

## **2. CONTRACTOR**

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

## **3. SUBCONTRACTORS**

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

## **4. REQUIRED INSURANCE AND LIMITS**

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

### **4.1 Commercial General Liability Insurance**

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

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

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

### **4.2 Commercial (Business) Automobile Liability Insurance**

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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

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

### 4.4 Employers' Liability Insurance

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

### 4.5 Pollution Liability Insurance

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

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

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

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

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

### 4.6 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.