



City of Tacoma, WA

**TACOMA POWER GENERATION  
REQUEST FOR BIDS  
GENERATION AUGMENTED LABOR  
SPECIFICATION NO. PG26-0012F**



**City of Tacoma  
Tacoma Power/Generation**

**REQUEST FOR BIDS PG26-0012F  
Generation Augmented Labor**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 17, 2026**

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

<p><b>By Email:</b>  <a href="mailto:sendbid@tacoma.gov">sendbid@tacoma.gov</a>  Maximum email size including attachments: 35 MB.  Multiple emails may be sent for each submittal.</p> <p><b>Note:</b> Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p><b>In Person:</b>  Tacoma Public Utilities Administration Building North,  Main Floor, Lobby Security Desk  3628 South 35<sup>th</sup> Street  Tacoma, WA 98409  Monday – Friday 8:00 am to 4:30 pm</p>
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**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

If you believe your submittal was sent timely and was not read at bid opening, please contact [sendbid@tacoma.gov](mailto:sendbid@tacoma.gov) immediately.

**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](http://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-Bid Meeting:** A pre-bid meeting will be held. Please refer to section 9 of the specification.

**Project Scope:** On-call augmented labor services to supplement Tacoma Power field crews and maintenance staff.

**Estimate:** \$4,800,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

**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 the contact listed below in the *Additional Information* section.

**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 Ryan Foster by email to [rfoster1@tacoma.gov](mailto:rfoster1@tacoma.gov).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.




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

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## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<p><b>The following items make up your complete electronic submittal package (include all the items below):</b></p>	
<p><b>Signature Page (Appendix B)</b> To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p><b>Price Proposal Form (Appendix B)</b> The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p><b>Bid Bond (Appendix B)</b></p>	
<p><b>Certification of Compliance with Wage Payment Statutes (Appendix B)</b> Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</p>	
<p><b>State Responsibility and Reciprocal Bid Preference Information (Appendix B)</b> Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).</p>	
<p><b>Contractor's Record of Prior Contracts (Appendix B)</b></p>	
<p><b>List of Subcontractor Categories of Work (Appendix B)</b> Used on PWI projects with an estimate of \$1,000,000 dollars or more.</p>	
<p><b>After award, the following documents will be executed:</b></p>	
<p><b>City of Tacoma Contract (See sample in Appendix C)</b> Must be executed by the successful bidder.</p>	
<p><b>Certificate of Insurance and related endorsements (Appendix D)</b> Shall be submitted with all required endorsements</p>	
<p><b>Payment and Performance Bonds (See samples in Appendix C)</b> Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company</p>	
<p><b>General Release (See sample in Appendix D)</b></p>	
<p><b>LEAP Program Requirements and Forms (Appendix D)</b></p>	

## **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 chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 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:
    - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
    - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    - v. 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**

See Minimum Requirements section.

**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](mailto: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.

## **1. MINIMUM REQUIREMENTS**

To be eligible to submit a bid in response to this RFB, responding Contractors must clearly demonstrate compliance with the following minimum qualifications:

- The Contractor shall be a legal entity and have at least 7 years of demonstrated successful experience with the relevant work identified below, working with City or County governmental agencies similar in size to the City of Tacoma. It will be the City's sole determination if such experience meets the minimum requirements.
- The Contractor shall not have been prohibited from doing business with any governmental entity for any reason for the past 10 years.
- The Contractor must not be operating in Chapter 11 or any other financial restraints that would preclude their ability to complete work as outlined in the RFB.
- Have had similar projects or 10 years of supporting hydro utility power plants, spillway, and dam infrastructure projects.
- Hold a current Federal Aviation Administration (FAA) Remote Pilot Certificate (Part 107). The Contractor shall provide copies of valid FAA certificates upon request by Tacoma Power prior to any Unmanned Aircraft System (UAS) flight operations.

## **2. SCOPE OF SERVICES**

The scope of work shall include, but not be limited to, the following:

1. American Society of Mechanical Engineers (ASME) code welding
2. Unmanned Aircraft Systems (UAS) program with dam, spillway, penstock, bridge, and other infrastructure inspection capabilities
3. Water pump and compressor rebuilding
4. Metal component fabrication
5. Structural Steel rigging and erection
6. General hydroelectric machine mechanical work
7. Troubleshooting of electrical, pneumatic and mechanical equipment
8. Major and minor repairs to hydroelectric turbines
9. Major and minor repairs to electrical generators
10. Major and minor repairs of hydraulic conveyance structures
11. Support services, such as material purchasing and equipment rental
12. All associated trades required for general construction, remodeling and building maintenance work, including carpentry, concrete and masonry, electrical and including those other trades as listed above
13. Provide other services as required by Tacoma Power and mutually agreed upon by both parties

### 3. GENERAL PROVISIONS

City of Tacoma General Provisions apply. (See Appendix D)

### 4. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix D)

### 5. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for on-call augmented labor to supplement Tacoma Power field crews and maintenance staff. The specific services to be performed under this Contract are described in Section 2 – Scope of Services. Work will be issued through Maintenance Request (MR) as needed. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

### 6. ANTICIPATED CONTRACT TERM

The Contract resulting from this RFB shall be for an initial term of three (3) years, commencing on the date of execution. The City may, at its sole discretion, renew the Contract for up to one (1) additional one-year period, under the same terms and conditions, subject to satisfactory performance and all applicable approvals.

### 7. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City. Contract may be issued after Public Utility Board and/or City Council approval.

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

Pre-Bid Meeting:	<b>3/4/2026</b>
Question Deadline:	<b>3/9/2026</b>
City response to Questions:	<b>3/11/2026</b>
Submittal Due Date:	<b>3/17/2026</b>
Anticipated Award Date, on or about:	<b>March 2026</b>
Public Utility Board/City Council Approval, on or about:	<b>April 2026</b>

### 8. INQUIRIES

- 8.1 Questions can be submitted to *Ryan Foster*, Senior Buyer, via email to [rfoster1@tacoma.gov](mailto:rfoster1@tacoma.gov). Subject line to read:  
PG26-0012F – Generation Augmented Labor – *VENDOR NAME*

- 8.2 Questions are due by 3 pm on the date included in the Calendar of Events section.
- 8.3 Questions marked confidential will not be answered or included.
- 8.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 8.5 The answers are not typically considered an addendum.
- 8.6 The City will not be responsible for unsuccessful submittal of questions.
- 8.7 Written answers to questions will be posted alongside these specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

## 9. PRE-BID MEETING

A pre-bid meeting will be held at 11:00 am on the date specified in the calendar of events, via Microsoft Teams, to provide an overview of the project and allow bidders to ask questions. Attendance is not mandatory. Meeting Information below:

**Join:** <https://teams.microsoft.com/meet/22979762651408?p=hrn9tgvKy0m79ukji6>

Meeting ID: 229 797 626 514 08

Passcode: wn6g6v5M

### Dial in by phone

[+1 253-666-4424,,133524125#](tel:+12536664424133524125) United States, Tacoma

[Find a local number](#)

Phone conference ID: 133 524 125#

## 10. DISCLAIMER

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

## 11. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

## **12. AWARD**

**Awardee shall be required to comply with 2 CFR part 25 and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

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

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

## **13. PREVAILING WAGE INFORMATION**

If 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 various Counties.

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

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

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

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

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

#### REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually. Please see the Intent-Affidavit Info for On-Call Contracts in Appendix D.

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

#### 14. BID BOND

The attached Bid Bond (Appendix A) must be executed by the person legally authorized to sign the bid and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.

- 14.1** If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be
- 14.2** not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.
- 14.3** If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

**14.4** Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

If submitting your bid electronically, A scanned version of the original bid bond or cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency and received by the Contracting Agency within 7 calendar days of the bid opening, or the bidder may be deemed non-responsive.

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

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

If so, stated in the Contract Provisions, cash will not be accepted for a bid deposit.

**15. PAYMENT AND PERFORMANCE BONDS**

A payment and performance bonds, including power of attorney, for this project is required in the amount of 25 percent of the Contract total.

**15.1** The City's payment and performance bond forms must be used.

**15.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.

**15.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.

**15.4** For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Ryan Foster via email to [rfoster1@tacoma.gov](mailto:rfoster1@tacoma.gov).

## **16. WARRANTY**

**Labor:** Minimum three (3) year warranty.

**Parts:** Manufacturer's warranty or minimum one-year warranty whichever is greater.

Contractor shall arrive on-site for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed, and vehicle returned within 48 hours of pick-up.

Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

Vendor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

## **17. INSPECTION**

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

## **18. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

## **19. MATERIALS AND WORKMANSHIP**

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

## **20. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition,

products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bio accumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

## **21. LEAP REQUIREMENTS**

This project has LEAP Requirements, see Appendix D for complete LEAP documentation.

## **22. EQUITY IN CONTRACTING**

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

**APPENDIX A**

Special Provisions Specifications

Site Vicinity Maps

# **MASTER SPECIFICATION**

## **SPECIFICATION NO. PG26-0012F**

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## **DIVISION 1 - SPECIAL PROVISIONS**

### **SECTION 01010 - SUMMARY OF WORK**

#### **1.1 WORK PLAN**

The primary purpose of this contract is to provide maintenance services at Tacoma Power's hydroelectric generation plants and other Tacoma Public Utilities facilities.

Tacoma Power will assign a Contract Manager who will coordinate all work with the augmented labor contractor. The Contract Manager will be responsible to set clear definitions of duties and organization of the work. The selected augmented labor contractor will assist in developing project schedules and timelines, as required, and assign a general foreman/superintendent to work with the Contract Manager.

##### **1. TASK I – PROJECT ASSIGNMENT**

The contractor will receive labor requests for individual projects and tasks via phone or email no later than 5:00 pm on the day prior to the date on which the temporary labor is required. The City will, on a reasonable efforts basis, make every attempt to provide the Contractor with as much advance notice as possible. The request will also include a Maintenance Request which establish job tracking and accounting numbers. (See Appendix C for sample Maintenance Request Form)

Maintenance Requests may stipulate the number of staff to be assigned to a job or they may request the contractor to provide estimates prior to commencement, including the scope of work for the project, meeting with appropriate Tacoma Power staff, and collectively developing a final scope of work, design scheme, schedule, personnel and equipment needs, and cost.

From time to time, the City may request same day response for temporary labor services. Contractor agrees to provide service on a best efforts basis. The City would request Laborer services from the Contractor no later than 7:30 a.m.

#### **1.2 PROJECT LOCATIONS**

The work is expected to be located at any and/or all of the Tacoma Public Utilities facilities, including but not limited to the Cowlitz River Projects, the Cushman Projects, the Nisqually River Projects, and the Wynoochee Hydroelectric Projects. Tacoma Public Utilities is also required to perform work associated with fish collection at the Cowlitz Falls Hydroelectric Project, which is owned by the Lewis County Public Utility District; accordingly, certain work under this Contract is also anticipated to occur at that facility.

These hydroelectric projects and other Tacoma Public Utilities facilities are located in Lewis, Mason, Pierce, Thurston, Grays Harbor, and King Counties, Washington. Appendix A provides site vicinity maps depicting the primary anticipated work locations. Work under this Contract may also occur at other Tacoma Public Utilities facilities or related locations not specifically identified herein, as required to support the scope of work.

#### **1.3 COMMENCEMENT, PROSECUTION, AND EXECUTION**

The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of such information, and there is no guarantee, either expressed or implied, that the conditions indicated or otherwise found by the contractor as a result of any examination or exploration are representative of those existing throughout the work and/or project site.

The contractor shall carefully study and compare the contract documents with each other and shall at once report to the City errors, inconsistencies, or omissions discovered. If the contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the City, the contractor shall assume the risk and responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the contractor with the contract documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

#### **1.4 SPECIFICATION FORMAT**

This specification is written and formatted for use with Public Works specifications and is numbered to be consistent with other specifications, including Construction Specifications Institute (CSI) format, as modified by the City. It is not intended to indicate what work is to be accomplished by various subcontractors on the project. In all cases, the City's contract is with one (1) general contractor and it is the general contractor's responsibility to insure all work required to provide a complete and operational facility is included in their bid.

When possible, the City has tried to reference work which should be included with various trades, but it is the contractor's responsibility to ensure all work is properly coordinated. The numbering system in the Special Provisions Section reflects standard provisions written by the City and assigned constant numbers. Thus, gaps will appear when specific sections are not used.

#### **1.5 CONTRACT WORK TIMES**

Contract work hours shall be Monday through Friday between 7:00 a.m. and 5:00 p.m., excluding holidays, in accordance with Section 3.08 of the General Provisions. The Contractor may schedule work at any time within these hours. Any deviation from these work hours, including alternate schedules or work outside of these hours, shall require prior written approval from the City's Contract Manager. Most dam hydro site crews operate on a four (4) ten-hour day schedule (4-10s), with Fridays typically designated as a flex day. Certain work activities may not be permitted on flex days due to site operational constraints. When coordination with site crews requires adherence to a 4-10 schedule for a given week, or when a 4-10 schedule is required in support of a specific maintenance request, such requirements will be identified in the applicable maintenance request.

The Contractor shall not perform work on Saturdays, Sundays, or City of Tacoma-observed holidays unless otherwise approved in advance by the City Contract Manager.

The City may direct that work be performed outside of the normal contract work times, including work requiring overtime. When overtime work is authorized by the City, the Contractor shall be compensated at a rate equal to one and one-half (1.5) times the applicable fully loaded labor rate in accordance with the contract. No overtime work or associated costs shall be permitted or reimbursed unless expressly authorized by the City Contract Manager in writing.

If the City orders work to be performed on overtime, all City employees' overtime costs will be at no expense to the contractor. The City will not require reimbursement for overtime hours worked by the City for inspection, as detailed in the General Provisions, if the conditions of this paragraph are met to the satisfaction of the City Contract Manager.

It is possible that other contractors or the City will be working in the project area during the time of construction. It shall be the responsibility of this contractor to coordinate its work with all other agencies and/or contractors within the project area.

## **1.6 QUALIFICATION OF CONTRACTORS**

### **A. QUALIFIED CONTRACTORS**

Only contractors with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of projects and labor needs of similar scope, complexity, and overall cost, will be considered. The bidder must complete the Contractor's Record of Prior Contracts form attached to this specification at the time of submitting their bid. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph. Bidders past work will be judged in terms of complexity of job, time of completion, organization, and other factors that may indicate the abilities of the contractor.

### **B. QUALIFIED SUPERINTENDENT**

The contractor shall employ a competent superintendent as referenced in Section 01040 – 1.15 CONTRACTORS REPRESENTATIVE/SUPERINTENDENT.

<b>END OF SECTION</b>
-----------------------

## **SECTION 01025 - MEASUREMENT AND PAYMENT**

### **1.1 ADMINISTRATION**

#### A. AUTHORITY

All work under this Contract shall be administered by the City's designated Contract Manager or authorized representative. The City shall be the sole authority to:

- Approve personnel assignments
- Issue Maintenance Requests
- Verify hours worked
- Approve invoices for payment
- Direct changes to scope, schedule, or staffing

No work shall be performed without a written notice.

#### B. MAINTENANCE REQUEST (MR) CONTROLS

Each Maintenance Request shall establish:

- Scope of work
- Authorized labor classifications
- Estimated hours
- Not-to-exceed amount
- Work location
- Schedule and response time

The Contractor shall not exceed the authorized amount or staffing without prior written approval.

#### C. TIMEKEEPING AND VERIFICATION

The Contractor shall maintain a daily time and materials form. A separate daily time and material form shall be used for each Maintenance Request. If work is performed under more than one Maintenance Request on the same day, the Contractor shall complete and submit a separate daily time and materials form for each applicable Maintenance Request.

Form shall include:

- Employee's name and classification
- Maintenance Request number
- Description of work
- Specific Location where work is being performed (include department/division)
- Date and hours worked
- Subcontractor onsite
- Materials purchased
- Rental Equipment used

Daily time and material forms must be reviewed, agreed to, and signed by the City's onsite representative or Contract Manager at the end of each workday or agreed-upon reporting period. Copies of signed time and material forms shall be provided as part of the payment request.

#### D. INVOICES

Invoices shall:

- Reference the Maintenance Request
- Include copies of signed time and material forms

- Included any subcontractor/rental/material invoices
- Itemize hours by classification
- Apply approved rates and multipliers

Invoices lacking documentation may be rejected.

#### E. AUDIT RIGHTS

The City reserves the right to audit payroll, time records, and invoices at any time during the Contract term and for three (3) years after final payment.

#### F. NO GUARANTEE

This Contract is for on-call services only. The City makes no guarantee of work volume, frequency, or duration, except that the City guarantees full-time hours for the Contractor's designated superintendent, as approved by the City Contract Manager. No other labor classifications or personnel are guaranteed any minimum number of hours under this Contract.

### **1.2 PROPOSAL ITEMS**

#### **1. ITEMS 1-20 HOURLY LABOR RATES**

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##### A. MEASUREMENT

Work shall be paid on an hourly time-and-materials basis in accordance with each authorized labor classification, as verified by the City and recorded on approved daily or otherwise agreed-upon time and material forms.

##### B. PAYMENT

The hourly rates submitted in the Price Proposal shall be full and complete compensation for all labor, supervision, tools, PPE, insurance, overhead, and profit necessary to perform the work.

There shall be no separate payment for mobilization, demobilization, preparation, cleanup, or administrative costs, as such costs are included in the hourly rates.

The City shall not provide payment for holidays unless work is actually performed on a City-recognized holiday. Overtime, weekend, holiday, and emergency work shall be paid only when authorized. Authorized overtime and authorized work performed on City-recognized holidays shall be compensated at a rate equal to one and one-half (1.5) times the applicable fully loaded labor rate in accordance with the contract. No overtime work or associated costs shall be permitted or reimbursed unless expressly authorized by the City Contract Manager in writing.

#### **2. ITEMS 21-22 MATERIALS & RENTAL EQUIPMENT**

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##### A. MEASUREMENT

Shall be for each invoice.

##### B. PAYMENT

Payment shall be based upon the percent bid on price proposal form to be added to each invoice for material and rental equipment items purchased by the contractor. Each item must be listed on the receipt from the seller and shall be submitted to Tacoma Power with the invoice. To be considered for payment Tacoma Power must approve all rented items prior to rental and/or purchase.

#### **2. ITEM 23 SUBCONTRACTOR**

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A. MEASUREMENT

Subcontracted work performed under this Contract shall be measured as the actual invoiced cost of services provided by subcontractors, to which the Contractor's proposed percentage markup shall be applied.

The percentage shall be as identified in the Contractor's Price Proposal Form and shall apply to all subcontractors utilized under the Contract unless otherwise directed by the Owner.

B. PAYMENT

Payment for subcontracted work shall be made at the verified actual cost invoiced by the subcontractor plus the Contractor's proposed percentage markup.

The percentage markup shall constitute full compensation for all costs associated with subcontract administration and shall include, but not be limited to:

- Procurement and contracting
- Administrative handling
- Insurance and risk allocation
- Overhead and profit

No additional markups, handling charges, or administrative fees shall be permitted on subcontracted work unless expressly authorized by Tacoma Power.

**1.3 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK**

Payment will not be made for work rejected by the City. Products or work not meeting contract requirements shall be replaced by the contractor at no expense to the City, regardless of the impact to work, schedule, or cost.

<b>END OF SECTION</b>
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## **SECTION 01040 - PROJECT COORDINATION**

### **1.1 CONTRACT MANAGER/CITY REPRESENTATIVE**

The City will designate a Contract Manager or authorized representative who shall serve as the primary point of contact for the Contractor.

The Contractor shall coordinate all work, schedules, and communications with the City Contract Manager. The City Contract Manager will be responsible for issuing Maintenance Requests, providing direction, and approving changes to scope, schedule, or staffing.

The Contract Manager may assign a city representative to sign off on daily time and material ticket.

**NO CHANGES TO THE WORK, SPECIFICATIONS, OR TASK REQUIREMENTS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE CONTRACT MANAGER.**

#### **A. CONTRACT KICK-OFF MEETING**

Following the contract award, the City will hold a contract kickoff meeting with the Contractor. This meeting is intended to serve as an introduction and familiarization session, including a general overview of Tacoma Power facilities, operational expectations, and points of contact. The kickoff meeting is not intended to serve as a preconstruction meeting unless otherwise specified in a Maintenance Request.

#### **B. SITE MEETINGS**

The Contract Manager or City Designated Representative will schedule meetings at the project site or virtually prior to each major phase or section of work; prior to installing major pieces of equipment as identified by the Contract Manager; and on an as-needed basis. Attendance is required of the contractor, site superintendent, and major subcontractors at all such meetings.

#### **C. COORDINATION MEETING WITH OTHER CONTRACTORS**

While this project is underway, there will be other major general contractors and City crews performing work in the vicinity of the project.

As such, there may be coordination meetings required throughout the project, depending on the other contracts and at the discretion of the project engineer.

These meetings will be attended by the contractor and/or superintendent and City Contract Manager or City Designated Representative. These meetings will be to discuss any concerns that affect building systems or yard usage, and any outages must be discussed in these meetings to obtain City approval. Adequate notice for major activities must be included in the contractor's schedule or at these meetings to allow for coordination with other contractors or City to mitigate specific construction activities.

### **1.2 PERMITS**

Except as otherwise specified in a Maintenance Request, the City shall obtain and pay for all permits necessary for performance of the work under this contract, including permits required by the City of Tacoma and other applicable jurisdictions.

If a Maintenance Request expressly requires the Contractor to obtain specific permits or licenses, the Contractor shall procure such permits in coordination with the City Contract Manager, and the City shall reimburse the Contractor for the actual permit costs in accordance with the contract and approved payment procedures.

The Contractor shall not perform work requiring a permit until such permit has been obtained. Delays resulting from failure to obtain required permits in accordance with the applicable Maintenance Request shall not be grounds for additional compensation.

### **1.3 FIELD ENGINEERING**

#### **A. SURVEY REFERENCE POINTS**

The contractor shall protect survey control points prior to starting site work and preserve permanent reference points during construction.

Promptly report to the Contract Manager the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

Survey control damaged by the contractor shall be replaced by City forces and paid for by the contractor.

### **1.4 COORDINATION WITH OTHERS**

#### **A. OPERATION OF EXISTING FACILITIES**

The Contractor will be performing work in City facilities that are actively occupied and in continuous operation. Facilities and services must be maintained in operation at all times unless otherwise authorized by the City Contract Manager. Any additional restrictions or operational requirements will be identified in the applicable Maintenance Request.

The Contractor shall coordinate closely with the City Contract Manager and facility staff to ensure work is performed safely and with minimal disruption to City operations, employees, customers, and the public. Contractor personnel are expected to work professionally and cooperatively with City staff and customers at all times.

Portions of a facility may be temporarily taken out of service only with prior approval from the City Contract Manager and only for the minimum duration necessary.

Other City staff or contractors may be working in or near the same facilities during performance of the work. The Contractor shall coordinate its activities with all affected parties as directed by the City Contract Manager.

The Contractor shall be responsible for daily coordination of work activities with the City Contract Manager or designated representative and shall adjust work sequencing as necessary to support ongoing City operations.

#### **B. SCHEDULE AND COORDINATION OF WORK**

The Contractor shall coordinate scheduling, submittals, and all work specified herein to assure an efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating items installed later.

### **1.5 DIVISION OF WORK**

#### **A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR**

The contractor shall furnish and pay for all necessary materials (except City-furnished), all labor, whether self-performed or subcontracted, and all tools and equipment, whether purchased or rented, required for the completion of the specific Maintenance Request. All such costs shall be included in the contractor's payment package for reimbursement in accordance with the contract and agreed-upon markups; provided that any rental or purchase of tools, equipment, or materials must be approved in advance by the City Contract Manager. All work shall be performed in accordance with the approved plans, technical specifications, Maintenance Requests, and any directions issued by the City Contract Manager or City Designated Representative.

Each subcontractor shall furnish and install all materials and equipment unless otherwise specified.

#### B. TOOLS AND EQUIPMENT PROVIDED BY CITY

The city will furnish certain tools and equipment for use by the contractor in performance of the work, including but not limited to specialty tools, shared equipment, and general hand tools currently maintained by the city. Such tools and equipment may include, but are not limited to, the following general categories:

- Hand tools such as shovels, rakes, hammers, screwdrivers, and similar items;
- Portable power tools, including drills, saws, and similar equipment;
- Pneumatic tools and associated accessories;
- A city-furnished laptop for use by the contractor's superintendent; and
- A city-furnished pickup truck for use by the contractor's superintendent.

Such tools and equipment are presently located in a Conex at the Tacoma Power Campus and at various city facilities and project sites. The City also provides access to a rental tool service located at the Tacoma Power Campus. All requests for city-furnished tools, equipment, or rental tools shall be submitted through and coordinated with the City Contract Manager.

The city-furnished laptop shall be used solely for city business related to performance of the work under this contract and shall be used in accordance with all applicable city policies, procedures, and guidelines governing information technology, cybersecurity, and acceptable use.

The city-furnished pickup truck shall be used solely for city business related to performance of the work under this contract, shall be parked at the Tacoma Power Campus when not in use, shall be fueled only at city facilities using a city-provided fuel card, and shall be insured under the contractor's insurance in accordance with the insurance requirements of this contract.

Any tools, equipment, or materials not furnished by the city that are required for completion of a maintenance request and must be purchased or rented from sources outside of Tacoma Power; shall require prior approval from the City Contract Manager. Any tools or equipment purchased by the contractor with city approval shall become the property of the city upon purchase, unless otherwise directed in writing.

The Contractor shall maintain a current and up-to-date inventory of all specialty tools used in the performance of the work, including city-furnished and city-owned tools, and shall make such inventory available to the city upon request.

The Contractor shall be responsible for the care, custody, and control of all city-furnished tools and equipment while in the contractor's possession, and any tools or equipment that are lost, damaged, or rendered unusable shall be repaired or replaced by the contractor at no cost to the city.

#### C. WORK PROVIDED BY THE CITY

In the event a maintenance request or request for labor requires that certain work be performed by the City, the Contractor's superintendent shall coordinate closely with the City Contract Manager to define the scope, sequencing, and timing of such work. The Contractor shall provide a minimum of two (2) weeks' advance notice to the City Contract Manager of any City-performed work required to support the Contractor's activities.

City-performed work will be scheduled subject to City staffing availability and operational priorities. The Contractor shall coordinate its work to accommodate City-performed activities and shall not proceed with work that is dependent upon City-performed tasks until such work has been completed or otherwise authorized by the City Contract Manager.

#### E. UNCREWED AIRCRAFT SYSTEMS (UAS) EQUIPMENT PROVIDED BY CONTRACTOR

If Uncrewed Aircraft Systems (UAS or “drones”) are used in the performance of the Services, the Contractor shall provide all drones, sensors, cameras, software, batteries, data storage devices, and associated UAS equipment necessary to perform the work. The cost of all UAS equipment shall be fully included in the loaded hourly labor rate of the FAA-certified UAS operator as proposed in the Price Proposal. UAS equipment shall not be billed separately as rental, reimbursable expense, or material cost. No additional compensation shall be provided for contractor-owned UAS equipment. Only approved third-party rental equipment, if expressly authorized in advance by the City Project Manager, may be eligible for reimbursement under the time-and-materials provisions of this Contract. The Contractor shall be solely responsible for compliance with all applicable FAA regulations and for the safe operation and maintenance of all UAS equipment

### **1.6 ARCHAEOLOGICAL INVESTIGATION**

Some work areas may be located in culturally sensitive areas. Any ground-disturbing activities shall be approved in advance by the City Contract Manager.

If cultural or archaeological materials are encountered during the work, the Contractor shall immediately stop work in the affected area and notify the City Contract Manager. Work shall not resume until the City provides direction, which may include evaluation by a qualified archaeologist and modification of work methods to avoid or minimize impacts.

### **1.7 HAZARDOUS MATERIALS**

Not all work areas have been tested for hazardous materials. If the Contractor encounters or suspects the presence of hazardous materials, or determines that additional testing may be required, the Contractor shall immediately notify the City Contract Manager. The need for testing and responsibility for performing such testing, whether by the City or the Contractor, shall be determined in coordination with the City Contract Manager.

All work involving hazardous materials shall comply with all applicable local, state, and federal laws and regulations, including EPA Title 40 CFR, and shall be performed using appropriate work practices, engineering controls, and personal protective equipment (PPE). Workers performing such work shall be properly trained and certified as required by the Washington State Department of Labor and Industries and other applicable authorities.

### **1.8 CONTRACT CHANGES**

This is an augmented labor, time-and-materials contract under which work is directed by the City Contract Manager or the City’s designated representative. Formal construction change management processes, including Requests for Information (RFIs) and Engineering Change Directives (ECDs), do not apply to this contract.

All routine work assignments, clarifications, and changes to scope, sequencing, or priorities related to augmented labor support shall be communicated directly by the City Contract Manager or City-designated representative and may be provided verbally, by email, or other written communication as appropriate. The Contractor shall perform work only as directed by the City and shall not proceed with work outside of such direction.

If the Contractor's superintendent anticipates that any directed work will require additional time, labor hours, materials, or equipment beyond what was originally directed or authorized, the superintendent shall immediately notify the City Contract Manager or City-designated representative. Any changes affecting labor, hours, materials, or equipment shall be coordinated with and approved by the City Contract Manager prior to performance. Work performed without City direction or approval shall not be eligible for payment.

**Proposal Requests (PRs)** shall be used by the City to request pricing for discrete, specialized work, changes in scope, or additional work beyond routine augmented labor support. Proposal Requests may also be used to request pricing credits for deletions or reductions in scope. Such work may be supported by plans, specifications, or other defined scopes of work. Proposal Requests shall be issued and numbered by the City.

The Contractor shall respond to a City-issued Proposal Request with a **Change Order Proposal (COP)** within seven (7) calendar days of receipt, unless a longer response period is approved by the City Contract Manager.

The City reserves the right to solicit pricing directly from qualified subcontractors for work subject to a Proposal Request. In such cases, the lowest responsive and responsible bidder, as determined by the City, may be selected. The Contractor shall enter into a subcontract with the City-selected subcontractor and incorporate such work into the Contractor's performance of the contract.

**Change Order Proposals (COPs)** shall be used by the Contractor to respond to City-issued Proposal Requests and for formal modifications to contract terms and conditions, including approved labor rate adjustments. COPs shall not be used for routine day-to-day work direction or task assignments associated with augmented labor support.

COPs shall be numbered by the Contractor. Revisions or resubmittals of the same Change Order Proposal shall retain the original number with a letter suffix (e.g., "B," "C," etc.).

Unless otherwise stated in the bid documents, labor rates quoted shall remain firm for a period of one (1) year from the date of contract award. These rates shall apply to all work performed under the contract, including additional work and any contract modifications.

Requests for labor rate adjustments after the initial one-year period shall be subject to review and approval by Tacoma Power. The Contractor shall submit sufficient documentation and justification to support any requested rate adjustment. Any approved rate adjustment shall not exceed the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bellevue metropolitan area, as published by the U.S. Bureau of Labor Statistics, for the twelve (12) month period immediately preceding the date of the request. Tacoma Power reserves the right to approve or reject any request for rate adjustment in whole or in part.

## **1.9 DIFFERING SITE CONDITION**

This contract is a time-and-materials, augmented labor agreement. Except as expressly provided below, differing site conditions shall not be grounds for additional compensation or adjustment to labor rates, as routine work is performed on a time-and-materials basis as directed by the City Contract Manager or City-designated representative.

Differing site conditions provisions shall apply only to discrete, specialized work issued by the City through a Proposal Request (PR) and supported by defined scopes of work, plans, or specifications.

If the Contractor encounters or becomes aware of a potential differing site condition during performance of PR-based work, the Contractor shall notify the City Contract Manager or City-designated representative within five (5) business days of discovery. Notification shall be provided even if the full extent or impact of the condition is not yet known.

Failure to provide such notice within five (5) business days shall constitute a waiver of any claim related to the alleged differing site condition.

Upon timely notification, the City Contract Manager shall evaluate the condition and may revise the scope, issue a modified Proposal Request, or direct the Contractor to submit a revised Change Order Proposal (COP). No additional compensation or time adjustment related to differing site conditions shall be allowed unless expressly authorized in writing by the City through an approved COP.

For all other work performed under this contract, including routine augmented labor support, subsurface conditions, constructability issues, or unforeseen conditions shall be addressed through City direction as part of the time-and-materials work and shall not constitute extra work or entitlement to additional compensation.

## **1.10 CONSTRUCTION PROGRESS SCHEDULES**

This is an augmented labor, time-and-materials contract. Formal construction schedules are not required for routine work assignments. Work sequencing and priorities shall be directed by the City Contract Manager or City-designated representative.

For discrete, specialized work issued through a Maintenance Request or Proposal Request with an anticipated duration exceeding one (1) month, the City may require the Contractor to submit a schedule for coordination purposes. Any such requirement shall be explicitly identified in the applicable Maintenance Request or Proposal Request.

When required, the schedule shall be provided in a simple horizontal bar chart format and shall identify major work activities, anticipated start and completion dates, known facility outages or availability constraints, and key material deliveries or subcontractor activities, as applicable to the scope of work. The level of detail shall be appropriate to the work being performed and as requested by the City.

The Contractor shall be responsible for coordinating its work and any subcontractor work in accordance with the approved schedule. Acceptance or review of a schedule by the City shall not relieve the Contractor of responsibility for performance of the work as directed.

Schedule updates shall be submitted only if requested by the City Contract Manager or when material changes occur that may affect coordination with City operations or other contractors.

Any schedules submitted under this section are for coordination and planning purposes only and shall not be used as the basis for claims related to delay, acceleration, or extended performance unless expressly authorized in writing by the City.

## **1.11 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS**

In addition to the requirements of Section 3.03, Notification of Other Governmental Agencies and Utilities When Underground Work Is Involved, and Section 3.07, Protection of Workers and Property, of the General Provisions, the Contractor shall exercise due care to protect existing utilities and improvements during performance of the work.

The locations of existing utilities and improvements may be shown on plans or other available information; however, such information is provided for reference only and may not be complete or accurate. The Contractor shall verify utility locations as necessary and coordinate with the City Contract Manager prior to performing work that may affect existing utilities or improvements.

Any additional labor, materials, equipment, or protective measures required to protect, support, relocate, or restore existing utilities or improvements shall be performed only as directed or approved by the City Contract Manager and shall be compensated on a time-and-materials basis in accordance with the contract.

The Contractor shall promptly notify the City Contract Manager of any damage to existing utilities or improvements and shall not proceed with corrective work without City direction, except where immediate action is required to protect life, property, or essential services.

## **1.12 CITY OCCUPANCY**

The City reserves the right to use or occupy any substantially completed portion of the work, and to use equipment installed under the contract prior to final acceptance. Such use or occupancy shall be communicated by the City Contract Manager or City-designated representative and shall not constitute acceptance of the work, or any portion thereof.

The Contractor shall coordinate all work activities related to occupied or operational areas with the City Contract Manager or City-designated representative and shall perform such work in a manner that minimizes disruption to ongoing operations, building occupants, and customers to the greatest extent practicable.

## **1.13 CONTRACTORS REPRESENTATIVE/SUPERINTENDENT**

The Contractor shall provide a competent, qualified, full-time representative referred to as the Contractor's Superintendent, who shall have full authority to act on behalf of the Contractor for all work performed under this contract. The Contractor's Superintendent shall be primarily located at the Tacoma Power Campus and shall be available during all contract work hours.

The Contractor's Superintendent shall coordinate closely with the City Contract Manager or City-designated representative and shall be responsible for day-to-day oversight, coordination of subcontractors when applicable, and compliance with all contract requirements. The Superintendent shall be available when subcontractors are performing work, unless otherwise approved by the City Contract Manager.

Tacoma Power shall provide a desk, laptop, and vehicle for use by the Contractor's Superintendent while performing services under this contract, in accordance with applicable City policies and contract provisions.

The Contractor shall maintain current plans, specifications, maintenance requests, and related contract documents at the Tacoma Power Campus or job site as applicable. The Contractor's Superintendent shall be responsible for documenting changes to the work as directed by the City and maintaining up-to-date redline or "as-built" records, which shall be made available to the City Contract Manager upon request and submitted upon completion of applicable work.

At the direction of the City Contract Manager or City-designated representative, there may be times when the Contractor's Superintendent is required to perform or assist with tasks typically associated with other labor classifications due to the size, scope, or staffing needs of the Work. In such instances, the Superintendent may perform these tasks without the need for additional personnel. When performing duties outside the traditional Superintendent role, the Superintendent shall continue to be compensated at the Superintendent rate, and no separate or additional labor classification rates shall apply.

The Contractor's Superintendent initially assigned to the contract shall remain in that role unless otherwise approved by the City. The Contractor may request a change in the designated Superintendent by providing written notice to the City Contract Manager. The City may also require the Contractor to replace the designated Superintendent. In such cases, the Contractor shall provide a qualified replacement acceptable to the City within ten (10) business days of receiving written notice. Any proposed replacement shall be subject to City review and approval prior to assignment.

#### **1.14 TRAVEL AND MILEAGE REIMBURSEMENT**

When authorized by the Contract Manager, the Contractor may be reimbursed for vehicle mileage required to perform services under this Contract. Mileage shall be reimbursed at the current IRS standard mileage rate (or Agency-approved rate), with no markup, overhead, or profit applied.

Reimbursement shall be limited to mileage incurred between the Contractor's normal reporting location and the assigned work site, unless otherwise approved in advance. The Contractor shall submit mileage logs with invoices identifying dates, locations, purpose of travel, and total miles, if requested by the Contract Manager.

#### **1.15 CLEAN UP**

In addition to Section 3.11 - Cleaning Up of the General Provisions

##### A. DAILY

The contractor and the City Contract Manager or City Designated Representative will walk the site daily and as required to determine the clean up and restoration required.

All areas shall be left safe, clean, and free of debris.

Surplus excavation, conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the construction site shall be left clean to the satisfaction of the engineer.

Collect waste daily and when containers are full, legally dispose of waste off-site.

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the City Contract Manager or City Designated Representative.

**END OF SECTION**



## CHANGE ORDER PROPOSAL (COP)

(This form 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.)

COP No.:  (Contractor Assigns)

REF. Doc.:  (Initiating a RFI, ECD or PR)

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

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

Title: \_\_\_\_\_

Architectural    Civil    Structural    Mechanical    Electrical    Other

**Scope of Change:**

Initiated By: \_\_\_\_\_ Representing: \_\_\_\_\_  
(Name) (Company)

Cost/Credit: \_\_\_\_\_ Time Extension Request: \_\_\_\_\_

Attachment Type: \_\_\_\_\_  
(Supporting Documentation)

*This change order proposal shall include ALL labor, material, equipment, subcontractor costs, mark-ups including overhead, profit, any other direct and/or indirect costs, and any requests for additional time associated with the change in the scope of work.*

**City's Response:**

Action:    Approved    Unapproved    Revise and Resubmit (Select only one)

*Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.*

Response By: \_\_\_\_\_ Attachment Type: \_\_\_\_\_  
(Name) (Supporting Documentation)

Representing: \_\_\_\_\_ Response Date: \_\_\_\_\_  
(Company) (Date)

Cc:



## PROPOSAL REQUEST (PR)

(This form 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.)

ECD No.:  (City Assigns)

PR No.:  (City Assigns)

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

Project Title: \_\_\_\_\_

Specification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

**Contractor:**

**Owner:**

Tacoma Power/Generation  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

**Subject:** \_\_\_\_\_

Architectural    Civil    Structural    Mechanical    Electrical    Other

**Scope of Request:**

Attachment Type: \_\_\_\_\_

(Supporting Documentation)

**This is not a change order or a notice to proceed with the described work. Prior to any extra work the contractor shall submit a written **Change Order Proposal (COP)**. See Section 01040, Contract Changes, of the specification for this Contract.**

Initiated By: \_\_\_\_\_

(Name)

Representing: \_\_\_\_\_

(Company)

Cc:

## **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 applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

**END OF SECTION**

## **SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **1.1 SECURITY AND ACCESS**

#### **A. GENERAL**

This section includes

1. Security program
2. Entry control
3. Restriction and operational control
4. Unmanned Aircraft Systems (Drones)

#### **B. SECURITY PROGRAM**

Contractor shall comply with Tacoma Power's security policies and procedures and take adequate precautions to protect Tacoma Power's property and employees.

#### **C. ENTRY CONTROL**

1. Procedures for the entry and exit of contractor's personnel and materials shall be determined with the Maintenance Request.
2. Contractor shall maintain a current list of contractor and subcontractor personnel available for on-site inspection.

#### **D. RESTRICTIONS AND OPERATIONAL CONTROL**

1. Access for Materials: If any work is done at the Tacoma Power Campus every effort shall be made to deliver materials to the construction area during the hours of 6:00 p.m. to 12:00 p.m. Only one (1) freight elevator is available for contractor use. Elevators other than the freight elevator shall not be used by the contractor for any reason.
2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
3. Emergency Site Access during Construction: Fire lanes must remain open during construction.

#### **E. UNMANNED AIRCRAFT SYSTEMS (DRONES)**

The use of unmanned aircraft systems (UAS), including drones, by the Contractor or its subcontractors is prohibited unless expressly approved in advance by the City Contract Manager or City-designated representative. Any approved drone operations shall comply with all applicable federal, state, and local laws and regulations, including Federal Aviation Administration (FAA) requirements, and shall adhere to Tacoma Power security and safety policies. Drone operations shall be coordinated to minimize impacts to facility operations, employees, customers, and the public, and shall not be conducted over occupied areas unless specifically authorized by the City.

### **1.2 SAFETY**

In addition to Paragraph 3.06 "Safety" of the General Provisions, the contractor shall:

## A. BASIC SAFETY PLAN – CONTRACT KICKOFF

At the contract kickoff meeting, the Contractor shall provide a brief, high-level safety plan outlining the Contractor's general safety program and approach to performing work under this augmented labor, time-and-materials contract. This plan is intended to establish baseline safety expectations and is not required to be task or site-specific.

At a minimum, the basic safety plan shall address:

- General safety responsibilities and points of contact;
- Employee safety training and qualifications;
- Use of personal protective equipment (PPE);
- Hazard communication and incident reporting procedures;
- Emergency response procedures and stop-work authority; and
- Compliance with applicable OSHA and WISHA requirements.

Submission of the basic safety plan does not replace the requirement for task-specific hazard identification or Job Hazard Analyses (JHAs) when required by a Task Authorization.

## B. WORK HAZARD ANALYSIS

In addition to Paragraph 3.05.B "Work Hazard Analysis Report" of the General Provisions, the contractor shall

Prior to performing work under a Maintenance Request, the Contractor shall review the scope of work and identify any known or reasonably anticipated safety hazards associated with the assigned tasks. Any safety concerns, special precautions, or regulatory requirements shall be communicated to the City Contract Manager or City-designated representative during development of the Maintenance Request or prior to commencement of work.

When required by the City, the Contractor shall prepare and submit a task-specific Job Hazard Analysis identifying applicable hazards, required safety controls, and personal protective equipment (PPE). The JHA shall be submitted in the form and timeframe specified by the City and shall be available at the work location.

All work shall be performed in compliance with applicable federal, state, and local safety regulations, including OSHA and WISHA requirements, and in accordance with prudent industry safety practices.

## C. WORKING CLEARANCES

Some work may be performed in or near energized facilities, substations, or other restricted or operational areas. Access requirements, clearance limitations, escort requirements, fencing, inspection needs, and work controls shall be identified and directed by the City Contract Manager or City-designated representative through the applicable Maintenance Request.

The Contractor shall comply with all City safety requirements for work in energized or restricted areas and shall ensure that only properly trained and qualified personnel perform such work. Contractor personnel shall remain within designated work areas at all times and shall not access restricted or energized areas without City authorization and oversight.

The City may require safety briefings, site-specific orientations, escorts, or inspections depending on the nature of the work. Failure to comply with safety requirements may result in suspension of work until corrective actions are implemented.

Temporary safety controls, including fencing, barricades, signage, lockout/tagout measures, or other protective systems, shall be provided, installed, maintained, and removed as directed by the City Contract Manager. Responsibility for such controls and associated costs shall be identified in the applicable Maintenance Request and compensated on a time-and-materials basis unless otherwise specified.

D. UNMANNED AIRCRAFT SYSTEMS (DRONES)

The use of unmanned aircraft systems (UAS), including drones, by the Contractor or its subcontractors is prohibited unless expressly approved in advance by the City Contract Manager or City-designated representative.

Any approved drone operations shall:

- Comply with all applicable FAA, state, and local laws and regulations;
- Adhere to Tacoma Power safety and security requirements;
- Be coordinated to avoid energized equipment, occupied areas, and critical infrastructure; and
- Be conducted only by trained and authorized personnel.

Drone operations shall not be conducted over occupied areas or active work zones unless specifically authorized by the City.

<b>END OF SECTION</b>
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## **SECTION 01600 - MATERIAL AND EQUIPMENT**

### **1.1 QUALITY OF WORKMANSHIP AND MATERIAL**

#### **A. WORKMANSHIP**

The contractor shall employ only competent, skillful, and orderly persons to do the work. If, in the City Contract Manager's opinion, a person is incompetent, disorderly, or otherwise unsatisfactory, the Contract Manager shall notify the contractor, in writing, of the same. The contractor shall immediately discharge such personnel from the work and shall not again employ those person(s) on said contract. Work shall conform to the highest industry standards.

See General Provisions, Paragraph 3.08 - Contractor - Supervision and Character of Employees for additional requirements.

#### **B. MATERIALS**

Materials shall be delivered to the project site in the manufacturer's original containers, bundles, or packages unopened, with the seals unbroken and the labels intact. Each type of material shall be of the same make and quality throughout. Manufactured articles, materials, and equipment shall be installed in accordance with each manufacturer's written directions, unless otherwise specified.

All materials and equipment to be provided under this contract shall conform to the latest edition of the applicable codes, but in no case shall be contrary to the laws of the State of Washington and/or the Federal Government.

The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all Federal, state, and local standards for the type of equipment provided for its intended use.

Deliver, store, and handle products according to the manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
2. Deliver with labels and written instructions for handling, storing, protecting, and installing.
3. Inspect products at time of delivery for compliance with the contract documents and to ensure items are undamaged and properly protected.
4. Store heavy items in a manner that will not endanger supporting construction.
5. Store products subject to damage on platforms or pallets, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within the required range.

### **1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL**

#### **A. SALVAGE TO TACOMA PUBLIC UTILITIES**

When directed by the City Contract Manager or City-designated representative, the Contractor shall carefully remove materials and equipment identified as salvageable or designated to remain the property of the City. Removal, handling, storage, and transportation of salvageable materials shall be performed in a manner that prevents damage and preserves the condition of the materials.

The Contractor shall temporarily store and protect salvageable items as directed by the City. Any materials damaged due to improper removal, handling, or storage shall be repaired or replaced by the Contractor at no cost to the City.

Salvageable materials not reused as part of the work shall be accumulated, packaged, and delivered to the Tacoma Power Warehouse, 3628 South 35th Street (rear), Tacoma, Washington, between the hours of 9:00 a.m. and 2:00 p.m., Monday through Friday, unless otherwise directed by the City Contract Manager.

All labor, equipment, and transportation associated with salvage activities shall be performed only as directed by the City and compensated on a time-and-materials basis unless otherwise specified in a Maintenance Request or Proposal Request.

**B. NON-SALVAGEABLE MATERIALS**

Materials identified by the City Contract Manager or City-designated representative as non-salvageable shall be removed from the site and disposed of at a legal disposal facility. Disposal activities, including labor, equipment, hauling, and disposal fees, shall be performed only as directed by the City and compensated on a time-and-materials basis unless otherwise specified in a Maintenance Request or Proposal Request.

Non-salvageable materials shall not become the property of the Contractor unless expressly authorized in writing by the City.

If the City authorizes the Contractor to remove salvageable items in lieu of reuse, or to furnish and install replacement items, ownership of removed materials and responsibility for disposal shall be as specifically identified in the applicable Maintenance Request or Proposal Request.

Existing materials and equipment removed by the Contractor shall not be reused in the work unless expressly directed or approved by the City.

**END OF SECTION**

## **SECTION 01700 - CONTRACT CLOSEOUT**

### **1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK**

#### **A. CLOSE OUT PROCEDURES**

For work performed under a Maintenance Request or Proposal Request, the Contractor shall notify the City Contract Manager or City-designated representative when the assigned work is substantially complete. The City Contract Manager may conduct a review of the completed work, as appropriate, and identify any remaining items requiring correction or completion. The Contractor shall promptly address such items as directed by the City.

Final closeout for augmented labor work shall be based on completion of the directed tasks, submission of required documentation (including approved daily work tickets or mutually agreed upon interval time and materials sheets and any required records), and City confirmation that no further work is required under the applicable Maintenance Request or Proposal Request.

Other City staff or contractors may be working in the same facilities or work areas during performance of the work. The Contractor shall coordinate its activities with all affected parties as directed by the City Contract Manager to support safe and efficient completion and closeout of the work.

#### **B. FINAL DOCUMENTATION**

##### **1. Final Invoice**

Within thirty (30) calendar days following expiration or termination of the Contract, the Contractor shall submit a final invoice identifying all outstanding Maintenance Requests, authorized labor hours, and any approved adjustments.

##### **2. Maintenance and Operation Manuals**

Operation and maintenance (O&M) manuals, manufacturer data, and related documentation shall be required only when equipment, systems, or materials are installed or modified under a Maintenance Request (MR) or Proposal Request (PR), and only to the extent applicable to the work performed.

When required, the Contractor shall submit manufacturer-provided operation, maintenance, and warranty information for installed equipment or materials in electronic format (.pdf), unless otherwise directed by the City Contract Manager. Documentation shall be sufficient to support City operation, maintenance, and asset management needs.

Electronic documentation shall be:

- Submitted in searchable PDF format compatible with current Adobe software; and
- Organized and labeled in a manner acceptable to the City.

Formal bound manuals, multiple hard-copy sets, or building-wide documentation are not required unless specifically requested in the applicable Maintenance Request (MR) or Proposal Request (PR).

##### **3. All Guarantees and/or Agreements**

Warranties or guarantees shall be provided only for equipment, materials, or installations that carry manufacturer warranties or are specifically required by a Maintenance Request (MR) or Proposal Request (PR).

The Contractor shall transfer applicable manufacturer warranties to the City upon completion of the applicable work. Extended warranties, system-wide guarantees, or specialty warranties shall be required only when expressly identified in writing by the City.

#### 4. Spare Materials

Spare materials shall be provided **only when specifically required** by the applicable Maintenance Request (MR) or Proposal Request (PR). The type, quantity, and delivery location of any required spare materials shall be identified by the City.

#### 5. Testing, Certifications, and Training

Testing, certifications, inspections, or operational training shall be required only when applicable to the scope of work performed and only when identified in the applicable Maintenance Request (MR) or Proposal Request (PR).

Where required, the Contractor shall coordinate testing activities and provide results or certifications to the City Contract Manager. Training, if required, shall be limited to the systems or equipment installed or modified under the contract.

#### 6. Final Clean Up

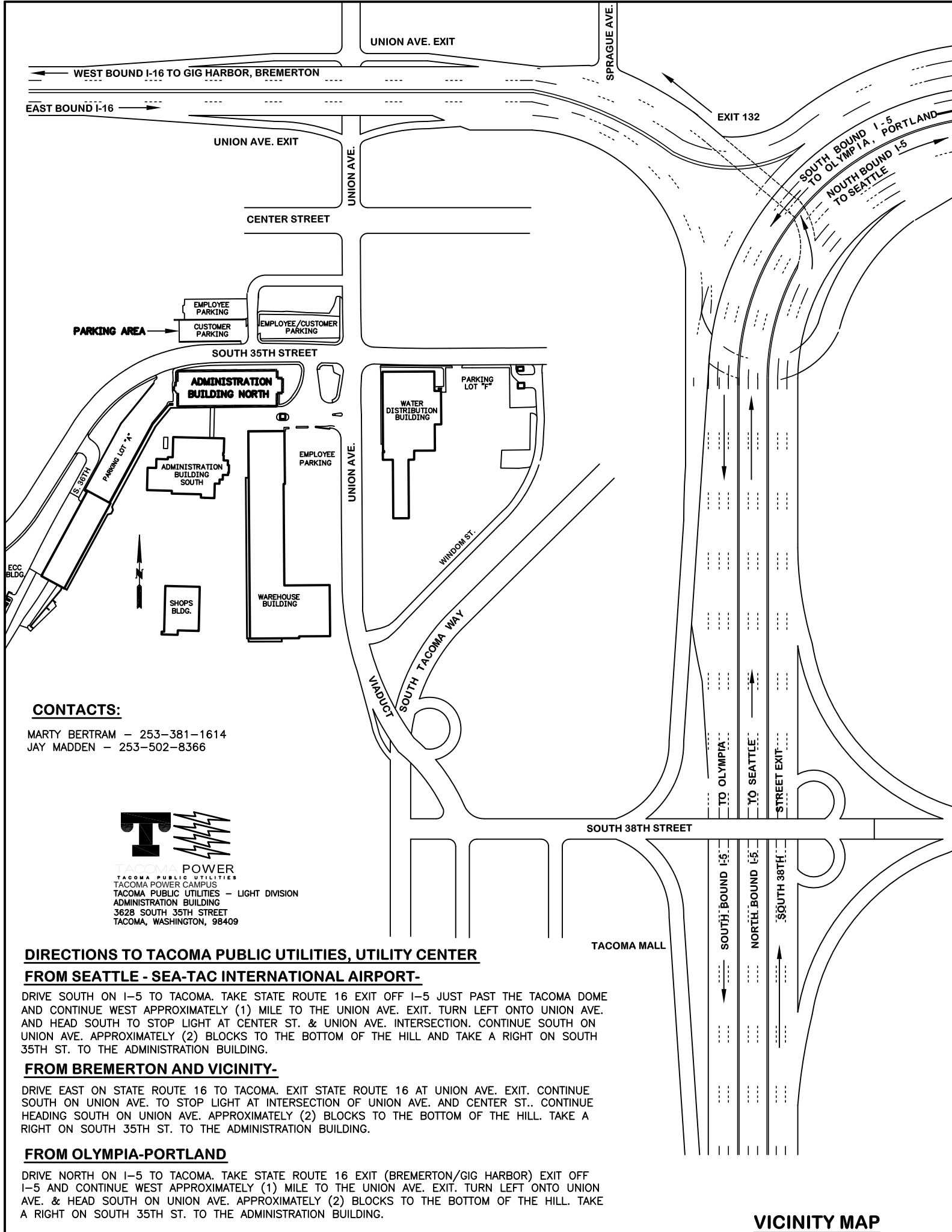
The Contractor shall maintain a clean and orderly work area during performance of the work and shall remove debris, tools, temporary materials, and equipment associated with the work upon completion of the applicable task.

All areas disturbed by the Contractor's work shall be restored to a condition equal to or better than that which existed prior to the start of work, as directed by the City Contract Manager. Cleanup requirements shall be limited to the immediate work area and shall not include building-wide or site-wide cleaning unless expressly directed by the City.

Cleanup activities shall be performed as part of the time-and-materials work unless otherwise specified.

Certificates of occupancy, building-wide final inspections, or similar regulatory approvals are not required under this augmented labor contract unless expressly identified in a Maintenance Request (MR) or Proposal Request (PR).

**END OF SECTION**



**CONTACTS:**

MARTY BERTRAM - 253-381-1614  
 JAY MADDEN - 253-502-8366



**TACOMA POWER**  
 TACOMA PUBLIC UTILITIES  
 TACOMA POWER CAMPUS  
 TACOMA PUBLIC UTILITIES - LIGHT DIVISION  
 ADMINISTRATION BUILDING  
 3628 SOUTH 35TH STREET  
 TACOMA, WASHINGTON, 98409

**DIRECTIONS TO TACOMA PUBLIC UTILITIES, UTILITY CENTER**

**FROM SEATTLE - SEA-TAC INTERNATIONAL AIRPORT-**

DRIVE SOUTH ON I-5 TO TACOMA. TAKE STATE ROUTE 16 EXIT OFF I-5 JUST PAST THE TACOMA DOME AND CONTINUE WEST APPROXIMATELY (1) MILE TO THE UNION AVE. EXIT. TURN LEFT ONTO UNION AVE. AND HEAD SOUTH TO STOP LIGHT AT CENTER ST. & UNION AVE. INTERSECTION. CONTINUE SOUTH ON UNION AVE. APPROXIMATELY (2) BLOCKS TO THE BOTTOM OF THE HILL AND TAKE A RIGHT ON SOUTH 35TH ST. TO THE ADMINISTRATION BUILDING.

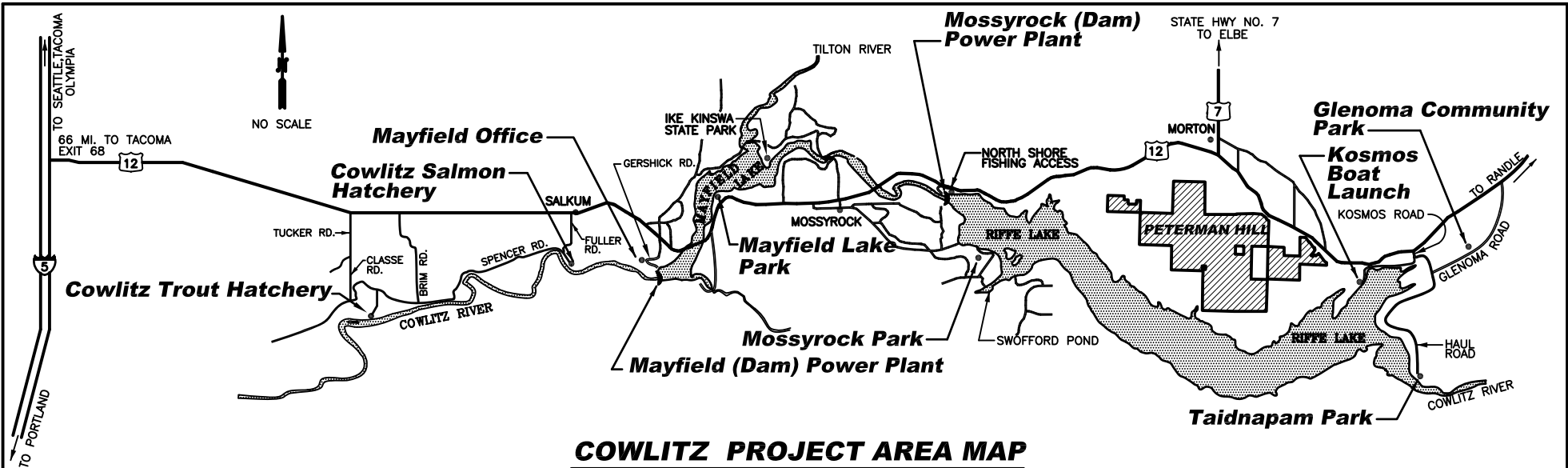
**FROM BREMERTON AND VICINITY-**

DRIVE EAST ON STATE ROUTE 16 TO TACOMA. EXIT STATE ROUTE 16 AT UNION AVE. EXIT. CONTINUE SOUTH ON UNION AVE. TO STOP LIGHT AT INTERSECTION OF UNION AVE. AND CENTER ST.. CONTINUE HEADING SOUTH ON UNION AVE. APPROXIMATELY (2) BLOCKS TO THE BOTTOM OF THE HILL. TAKE A RIGHT ON SOUTH 35TH ST. TO THE ADMINISTRATION BUILDING.

**FROM OLYMPIA-PORTLAND**

DRIVE NORTH ON I-5 TO TACOMA. TAKE STATE ROUTE 16 EXIT (BREMERTON/GIG HARBOR) EXIT OFF I-5 AND CONTINUE WEST APPROXIMATELY (1) MILE TO THE UNION AVE. EXIT. TURN LEFT ONTO UNION AVE. & HEAD SOUTH ON UNION AVE. APPROXIMATELY (2) BLOCKS TO THE BOTTOM OF THE HILL. TAKE A RIGHT ON SOUTH 35TH ST. TO THE ADMINISTRATION BUILDING.

**VICINITY MAP**



## COWLITZ PROJECT AREA MAP

### DIRECTIONS-

#### COWLITZ TROUT 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. TO HATCHERY.

#### 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 (APRX. 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. 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 ON WILLIAMS STREET (FLASHING YELLOW LIGHT). 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 DAM ACCESS ROAD GO 1.3 MILES TO DAM/POWERHOUSE.

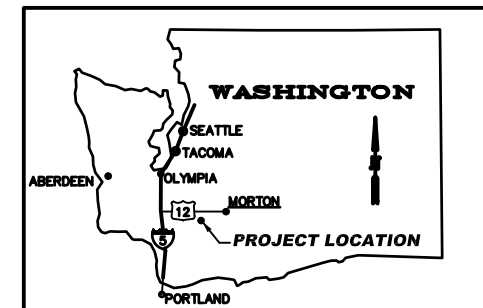
#### TAIDNAPAM PARK

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



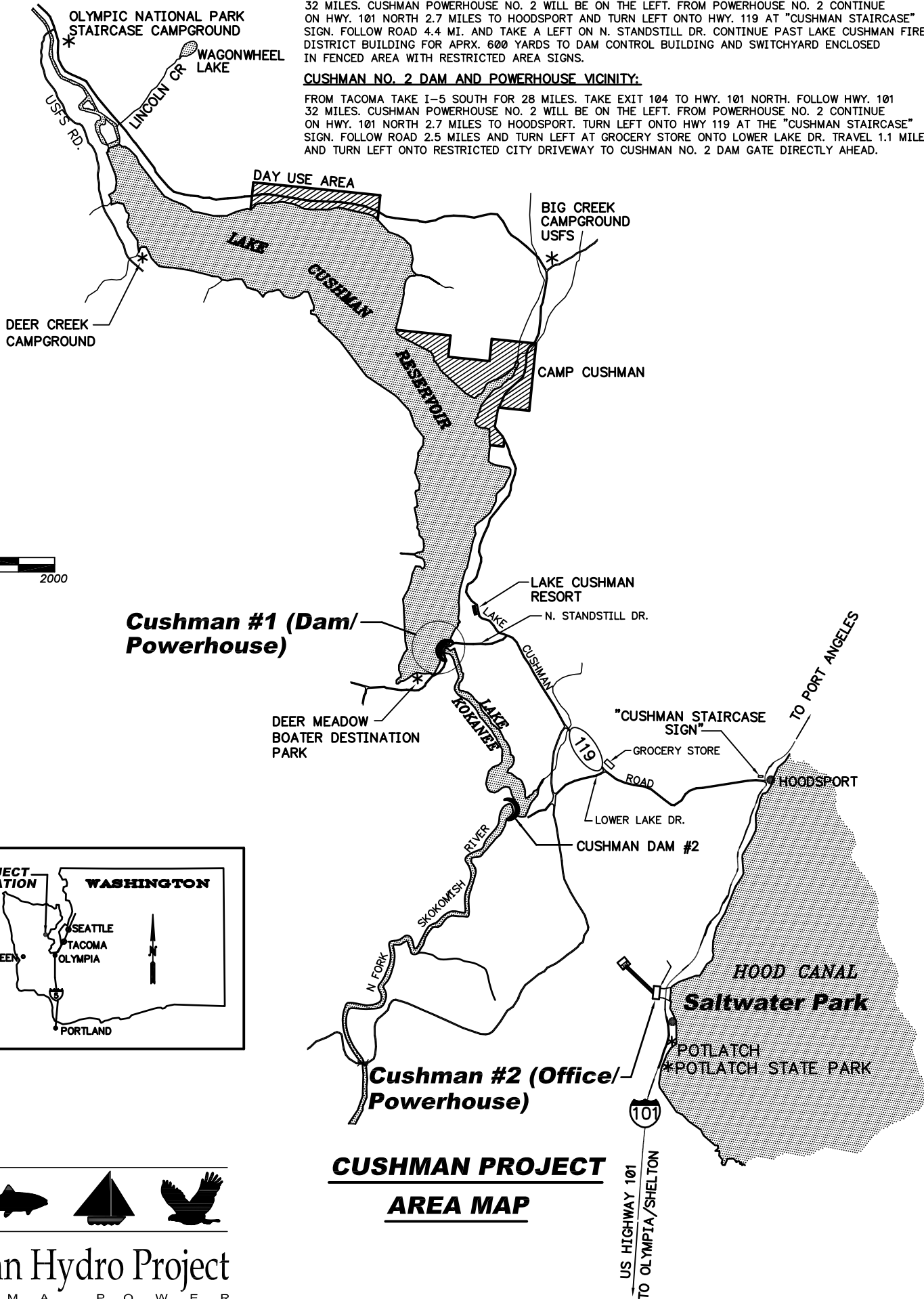
# DIRECTIONS-

## CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:

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

## CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:

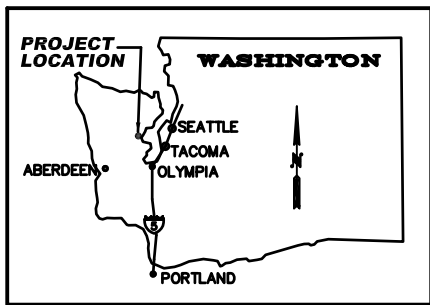
FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 101 NORTH. FOLLOW HWY. 101 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 101 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HWY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO LOWER LAKE DR. TRAVEL 1.1 MILES AND TURN LEFT ONTO RESTRICTED CITY DRIVEWAY TO CUSHMAN NO. 2 DAM GATE DIRECTLY AHEAD.



**Cushman #1 (Dam/  
Powerhouse)**

**Cushman #2 (Office/  
Powerhouse)**

## CUSHMAN PROJECT AREA MAP



# 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.

**PROJECT OFFICE**

**LaGRANDE DAM**

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

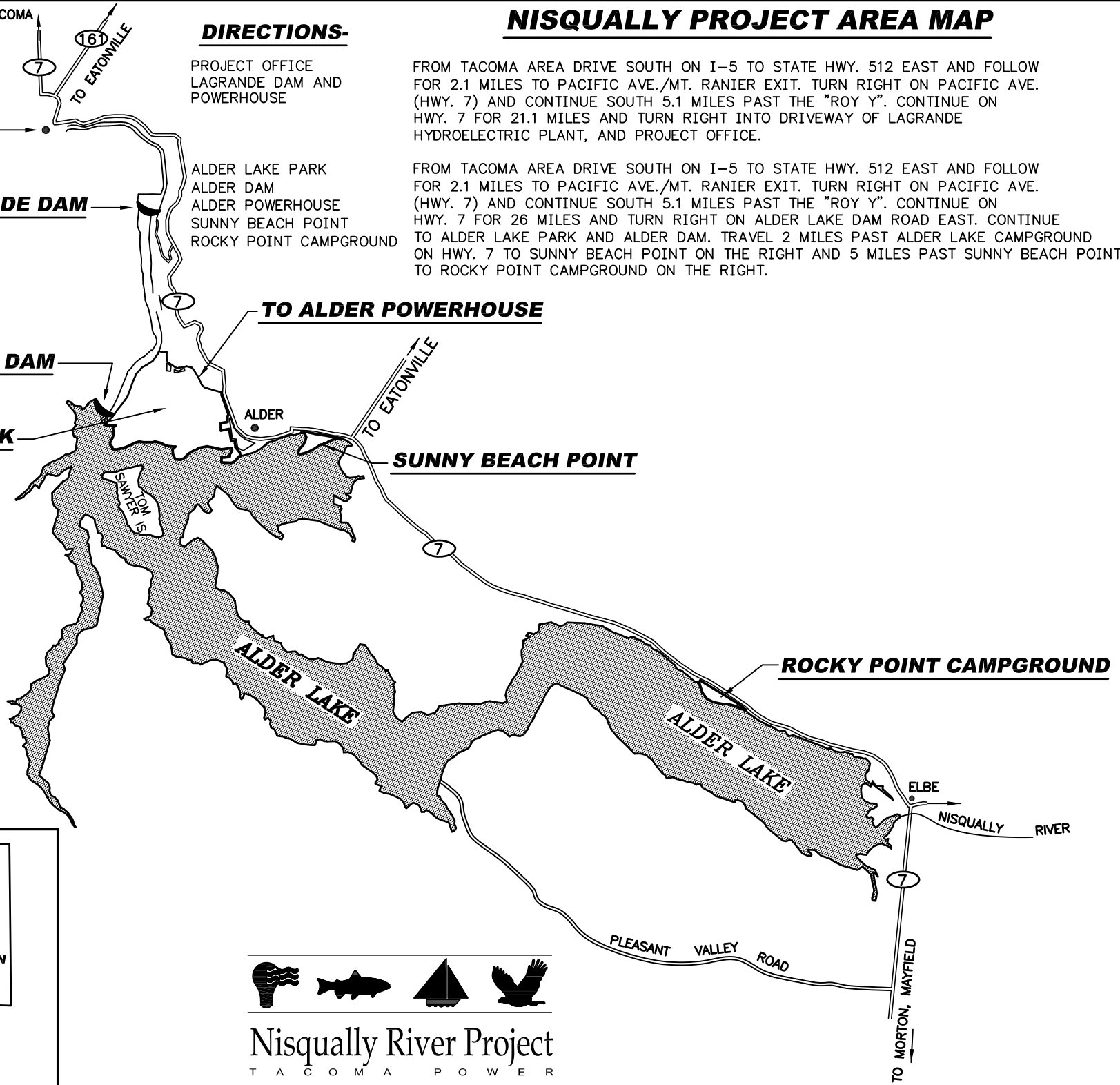
**TO ALDER POWERHOUSE**

**ALDER DAM**

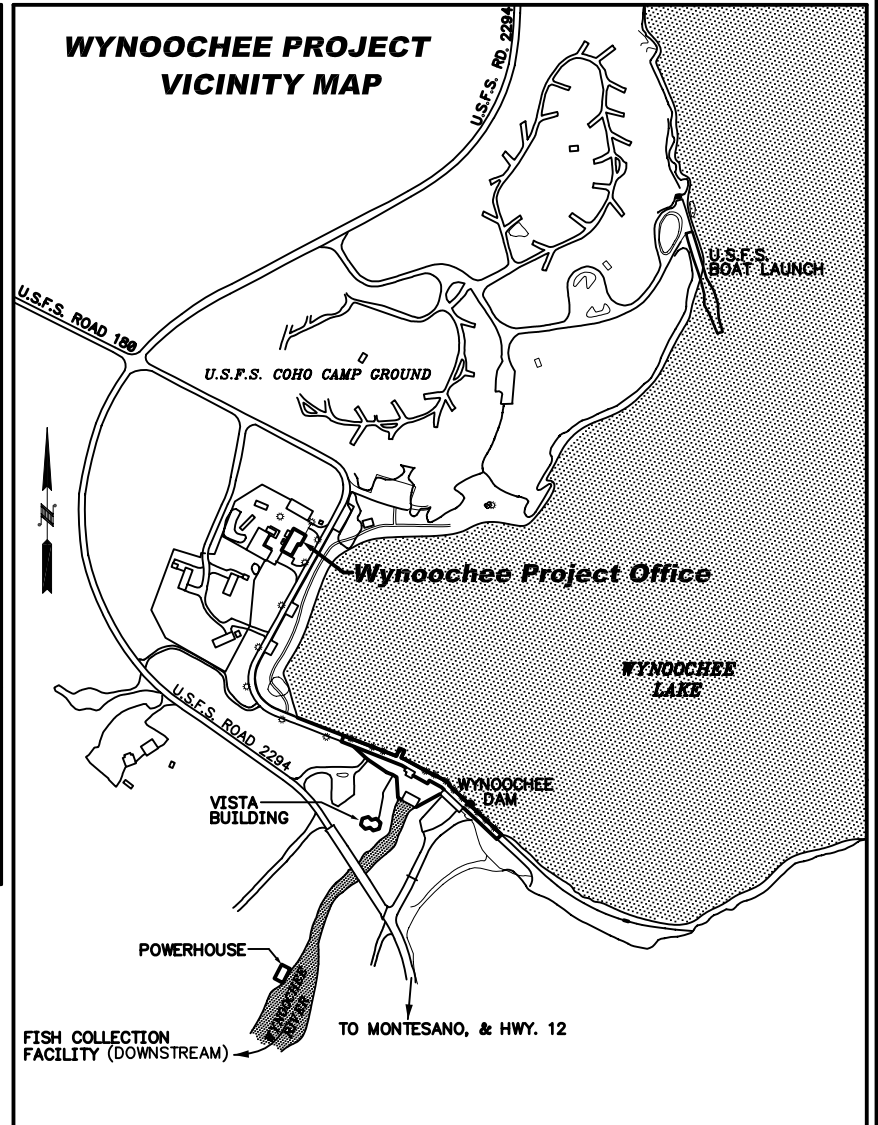
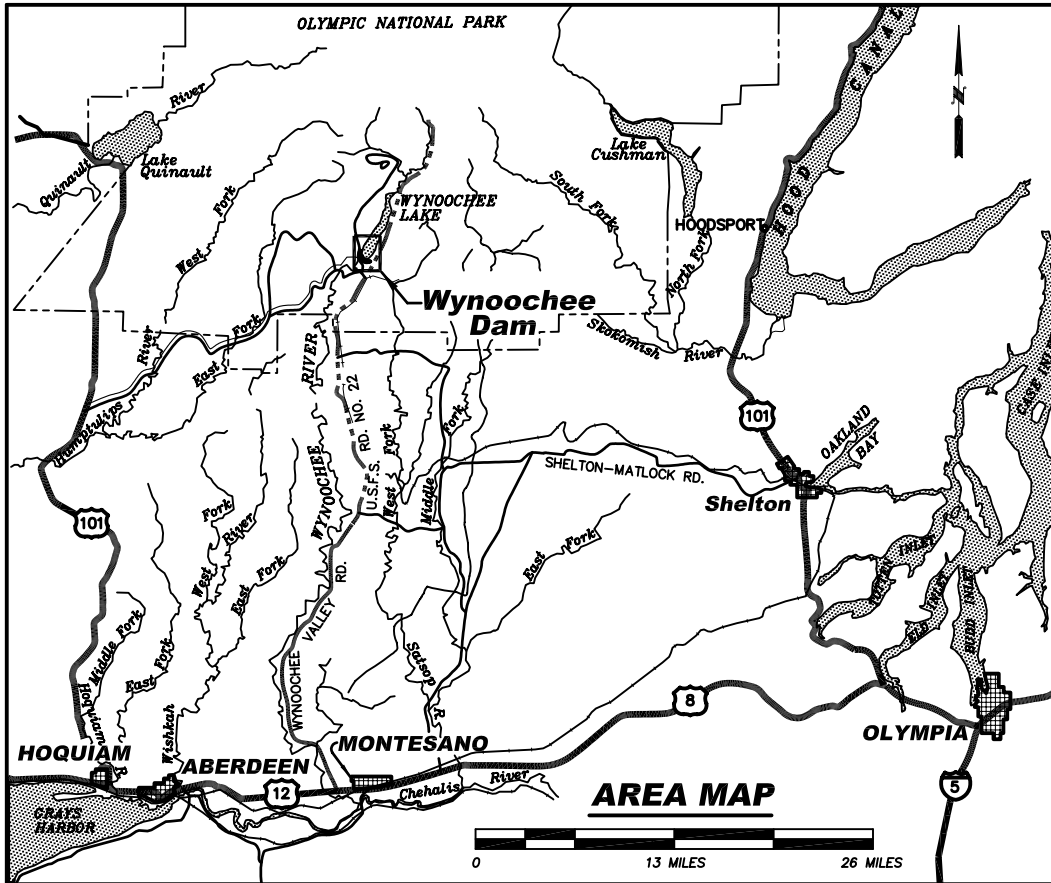
**ALDER LAKE PARK**

**SUNNY BEACH POINT**

**ROCKY POINT CAMPGROUND**

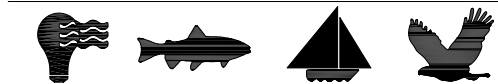


Nisqually River Project  
T A C O M A P O W E R



**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

**APPENDIX B**

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Record of Prior Contracts

List of Subcontractors Category of Work

**SIGNATURE PAGE**

**CITY OF TACOMA  
TACOMA POWER/GENERATION**

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. PG26-0012F  
Generation Augmented Labor**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

**PRICE PROPOSAL – AUGMENTED LABOR (TIME AND MATERIALS)**

**Note to Bidders:**

The quantities, hours, and costs listed below are **approximate estimates only**, provided for bid evaluation and comparison purposes. Actual quantities, hours, and costs may increase or decrease and will be authorized and paid only as directed by the City under individual Task Authorizations (TAs) or Proposal Requests (PRs). No minimum or maximum amount of work is guaranteed by these estimates.

**A. ESTIMATED LABOR HOURS AND FULLY LOADED HOURLY RATES**

Bidders shall provide fully loaded hourly labor rates for the classifications listed below. Estimated hours are provided for evaluation purposes only.

Item No.	Labor Classification	Estimated Hours (Annual)	Fully Loaded Hourly Rate (\$/Hour)	Extended Cost (Est.)
1	Superintendent	2080		\$ -
2	Boilermaker – Journeyman	20		\$ -
3	Pipefitter – Journeyman	20		\$ -
4	Millwright – Journeyman	40		\$ -
5	Carpenter – Journeyman	1400		\$ -
6	Laborer – Journeyman	2000		\$ -
7	Painter - Journeyman	40		\$ -
8	Welder Journeyman	40		\$ -
9	Electrician -Journeyman	40		\$ -
10	Pwr Equipment Operator - Journeyman	40		\$ -
11	Boiler Maker – Apprentice	20		\$ -
12	Pipefitter – Apprentice	20		\$ -
13	Millwright – Apprentice	40		\$ -
14	Carpenter – Apprentice	40		\$ -
15	Laborer – Apprentice	40		\$ -
16	Painter - Apprentice	40		\$ -
17	Welder - Apprentice	40		\$ -
18	Electrician - Apprentice	40		\$ -
19	Administration	40		\$ -
20	FAA-Certified UAS Operator	40		\$ -
<b>SUB-TOTAL</b>				\$ -

Hourly rates shall be fully loaded, including all wages, fringe benefits, supervision, overhead, profit, insurance, bonding costs, tools, and incidental expenses. For the FAA-certified UAS Operator classification, the hourly rate shall also include all UAS equipment, including drones, sensors, cameras, software, batteries, and related accessories. No separate UAS equipment charges will be allowed.

**B. ESTIMATED MATERIALS, RENTALS, AND SUBCONTRACTOR COSTS**

The following estimated costs are provided for bid evaluation purposes only. Actual costs shall be based on approved, invoiced amounts and subject to the applicable multipliers. Bidders shall provide multipliers to be applied to the actual invoiced cost of authorized items. Multipliers shall include all overhead, profit, handling, and administrative costs.

Item No.	Cost Category	Estimated Base Cost (Annual)	Multiplier %	Markup Cost
21	Materials	\$ 10,000.00		\$ -
22	Equipment Rental	\$ 10,000.00		\$ -
23	Subcontractor	\$ 120,000.00		\$ -
<b>SUB-TOTAL</b>				\$ -

No additional markups or fees shall be applied beyond the multipliers listed above.

**C. OVERTIME**

When overtime is expressly authorized by the City, overtime labor shall be paid at 1.5 times the applicable fully loaded hourly rate.

**D. MILEAGE REIMBURSEMENT**

Mileage required for performance of the Work will be reimbursed at the current IRS standard mileage rate in accordance with the Specifications. No markup shall be applied.

**D. BID EVALUATION TOTAL (FOR CITY USE)**

The City will calculate a total evaluated cost using the estimated hours, estimated base costs, labor rates, and multipliers provided above. This evaluated total is for **bid comparison purposes only** and does not represent a guaranteed contract value.

Description	SUB-TOTALS
Labor Subtotal (Table A)	
Markup Cost Subtotal (Table B)	
<b>TOTAL EVALUATED COST</b>	

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

SIGN HERE \_\_\_\_\_

---

---

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

---

\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_



City of Tacoma

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (02/25/2026), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Individual

Partnership

Joint Venture

Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

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

Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Current Washington Unified Business Identifier  
(UBI) Number:

Number: \_\_\_\_\_

Do you have industrial insurance (workers' compensation)  
Coverage nor your employees working in Washington?

Yes       No  
 Not Applicable

Washington Employment Security Department Number

Number: \_\_\_\_\_

Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

Number: \_\_\_\_\_

Not Applicable

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

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

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

Yes       No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_  Not Incorporated

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

State: \_\_\_\_\_

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

Yes       No



# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

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

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

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

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**APPENDIX C**

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

Sample Task Authorization Form

Sample Maintenance Request Form

## CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“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. [Spec Number] [ 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. [Spec Number] [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.

---
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.  
  
If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. 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, inclusive of Appendices A and B.
  2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.
- VI. 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.
- VII. 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.

VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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.

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 this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## 1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if 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. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. 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 made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. 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.
  - ii. 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.
  - iii. 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.

## 3. COPELAND ANTI-KICKBACK ACT

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

- A. 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. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies 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.

#### **4. 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. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and 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:

- A. 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. In the event of 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 federally funded 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.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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. 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 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.

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) 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 (3)(A) 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 (3)(A) of this section.
- C. 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) 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 (3)(A) through (D) of this section.

#### **6. CLEAN AIR ACT**

- A. 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.
- B. 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.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

#### **7. FEDERAL WATER POLLUTION CONTROL ACT**

- A. 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.
- B. 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 appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

#### **8. DEBARMENT AND SUSPENSION**

- A. 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).
- B. 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.

- C. 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 CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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 throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **9. BYRD ANTI-LOBBYING AMENDMENT**

- A. 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.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. 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>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**APPENDIX A-1**

**APPENDIX A to 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

**APPENDIX B—Sub-recipient information and requirements**

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated to the agency by this action:</i> \$	(viii) Total Amount of Federal Funds <i>Obligated to the agency</i>	(ix) Total Amount of the Federal Award <i>Committed to the agency</i> \$	
(x) Federal Award Project Description:  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency:  DEPARTMENT OF THE TREASURY	Pass-Through Entity:  City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement)  REIMBURSEMENT		



# 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



# 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 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: \_\_\_\_\_

**GENERAL RELEASE TO THE CITY OF TACOMA**

The undersigned, named as the contractor for \_\_\_\_\_  
Project / Spec. #  
between \_\_\_\_\_ and the City of Tacoma,  
(Themselves or Itself)  
dated \_\_\_\_\_, 20\_\_\_\_, hereby releases the City of Tacoma, its  
departmental officers and agents from any and all claim or claims whatsoever in any manner  
whatsoever at any time whatsoever arising out of and/or in connection with and/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 \_\_\_\_\_

# FORMAL TASK AUTHORIZATION

Task No.

## Vendor and Contract Information

Consultant Name:

Contract No:

The Professional Services Contract shall be in full force and effect for this Task Authorization. The scope, schedule and cost for this task is as listed below or as attached and referenced herein. The Contractor shall review and agree to all task specific information listed.

## Task Specific Information

Title:

Location:

Objective:

Description:

Maximum Billable Value:

Assumptions/Conditions:

Authorized Start Date:

Required End Date:

The Contractor shall sign and return form to the Project Manager and shall have received the fully executed Formal Task Authorization form prior to start of work.

## Authorized Signatures

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Generation Manager

\_\_\_\_\_  
Date

Copies: Contract File  
Project Manager

**Augmented Labor Maintenance Request**  
 (To Be Completed By Contract and Contract Manager)



**Maintenance Request (MR)**

MR # \_\_\_\_\_

Date: \_\_\_\_\_  
 Accounting #: \_\_\_\_\_  
 \_\_\_\_\_  
 Task Name: \_\_\_\_\_

Requested by: \_\_\_\_\_  
 Accounting Type:   Capital   O&M   EOM  
 Task Location: \_\_\_\_\_

**SERVICE/TASK DESCRIPTION:**

Attachments:

**TIMELINE AND BUDGET (Estimated)**

<b>Not to exceed Dollars:</b>		_____
From Date:	_____	To Date: _____
Estimated Labor Hours:	_____	
Materials Needed:	_____	
Equipment Needed:	_____	

**TAX JURISDICTION (please select one only)** Tax table updated 7/1/2022

<input type="checkbox"/>	Cowlitz County Unincorporated	Cowlitz County Unincorporated (0800) 7.8%
<input type="checkbox"/>	Cowlitz Project	Lewis County Unincorporated (2100) 7.8%
<input type="checkbox"/>	Cushman Project	Mason County Unincorporated (2300) 8.5%
<input type="checkbox"/>	Nisqually Project: LaGrande, Alder Park, Elbe	Pierce Unincorporated, less RTA (4100) 8.0%
<input type="checkbox"/>	Nisqually Project	Pierce Unincorporated, with PTBA (2727) 10%
<input type="checkbox"/>	Nisqually Project: South of Nisqually River	Thurston County Unincorporated (3400) 8.0%
<input type="checkbox"/>	Nisqually Project: East End of Alder Reservoir	Lewis County Unincorporated (2100) 7.8%
<input type="checkbox"/>	Wynoochee Project	Grays Harbor Co. Unincorporated (1400) 8.9%
<input type="checkbox"/>	Facilities (TPU)	Tacoma (City of), Pierce County (2717) 10.3%
<input type="checkbox"/>	South Service (Loveland) & Canyon Sub	Pierce Unincorporated, with RTA (2700) 9.4%
<input type="checkbox"/>	Northeast Sub Station & Cowlitz Sub Station	Tacoma (City of), Pierce County (2717) 10.3%

**SPECIAL INSTRUCTIONS**

**SUBCONTRACTOR or SERVICES**

**AUTHORIZATION**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor Representative/Superintendent

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Stan Sayenko, City Contract Manager

**APPENDIX D**

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

LEAP Documents

Intent – Affidavit Info for On-Call Contracts



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, **10 01 Editions**, or
  - 1.3.7. CG 20 38 04 13 or the equivalent
  - 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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City of Tacoma Department must be shown on the Certificate of Insurance.

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to [coi@tacoma.gov](mailto:coi@tacoma.gov).
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@tacoma.gov](mailto:coi@tacoma.gov).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

## 3. 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.

### 3.1 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

### 3.2 Aircraft General Liability Insurance

Contractor shall maintain Aircraft Liability Insurance, with annual limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for manned aircraft, and not less than One Million Dollars (\$1,000,000) per occurrence for unmanned aircraft protecting against claims for damages in all cases where any aircraft is used on the project that is owned, leased, or chartered by any Contractor or Subcontractor of every tier.

If any aircraft are leased or chartered with crew and/or pilot, including unmanned aircraft, evidence of non-owned aircraft liability insurance will be acceptable but must be provided before use of the aircraft. The City of Tacoma shall be additional insured with respect to liability arising out of the project for any acts, errors, or omissions of any Contractor or Subcontractor of every tier, whether occurring on or off the site. For the operation of unmanned aircraft, the CG 24 50 ISO endorsement to the ISO Commercial General Liability policy or equivalent may be used.

### 3.3 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 MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.4 Workers' Compensation

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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 3.5 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.

### 3.6 Excess or Umbrella Liability Insurance

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

### 3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental 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. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, 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. Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract, may be a required coverage depending on course and scope of the contract.

### 3.8 Cyber/Privacy and Security Insurance

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### 3.9 Commercial Property Insurance

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

### 3.10 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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improvements.

### 3.11 Builder's Risk Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by the City of Tacoma, a policy of Builder's Risk Insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City of Tacoma shall be included as a named insured (not named as additional insured) on the policy. Builder's Risk Insurance policy shall:

- 3.11.1 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City of Tacoma will remain the responsibility of Contractor
- 3.11.2 Be on an ISO Special Form Causes of Loss or the equivalent and also include coverage for Collapse, Earthquake and Flood. The deductible for Earthquake and Flood may be higher than the \$5,000 deductible required in 3.18.1
- 3.11.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.11.4 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City of Tacoma
- 3.11.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.11.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.11.7 Include coverage for the testing and startup of the building's operating systems
- 3.11.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.11.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.11.10 Include coverage for startup and testing
- 3.11.11 Include coverage for resultant damage coverage for loss due to faulty workmanship and defective material

Contractor and City of Tacoma waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by Builder's Risk Insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

### 3.12 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.

# GENERAL PROVISIONS

(Revised October 8, 2024)

## 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/](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 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
Juneteenth	June 19
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](mailto: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](mailto: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.



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

## Local Employment and Apprenticeship Training Program

LEAP

# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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## ABBREVIATED PROGRAM DESCRIPTION

The Local Employment and Apprenticeship Training Program (LEAP) is a mandatory City of Tacoma workforce utilization program adopted in 1997, to provide employment and training opportunities for Tacoma residents and residents of the Economically Distressed Areas of the Tacoma Public Utilities Service Area. LEAP also provides expanded opportunities for apprentices. Based on the location and estimated dollar amount of projects, LEAP assigns one or more program requirements to qualifying public works projects or service contracts. Based on compliance with LEAP requirements assigned, incentives or penalties apply.

## LEAP WORKFORCE REQUIREMENT(S) ASSIGNED TO THIS PROJECT

- #3 LEAP Washington State Apprentice Requirement for Projects outside Tacoma Public Utilities Service Area - see definition below and zip code list included

## DEFINITIONS OF ALL TYPES OF LEAP PROGRAM WORKFORCE UTILIZATION REQUIREMENTS

1. **LEAP LOCAL EMPLOYEE REQUIREMENT:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects. Penalties for noncompliance apply.
2. **LEAP APPRENTICE REQUIREMENT:** The Prime Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on qualifying projects \$1,000,000 and up are performed by Apprentices who are LEAP qualified. They must be in an apprenticeship program approved by the Washington State Apprenticeship Council (SAC) who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal. Incentives for compliance and penalties for noncompliance apply.
3. **LEAP WA STATE APPRENTICE REQUIREMENT:** The Prime Contractor is required to ensure that 15% of the total labor hours Labor Hours on projects of \$1,000,000 and up located outside of the Tacoma Public Utilities Service Area but benefitting the Tacoma Public Utilities are performed by Apprentices who are residents of the Washington State. Incentives for compliance and penalties for noncompliance apply.

## **PRIME CONTRACTOR LEAP UTILIZATION PLAN (included)**

The plan is due to [leap@tacoma.gov](mailto:leap@tacoma.gov) at or before the **Preconstruction Meeting**. List how the LEAP requirements will be fulfilled. Include all subcontractors, trades, number of hours and percentage of hours that will be performed by Local Employees/Journeymen/Apprentices and any training programs involved. Notification of approval or rejection (with reasons) of the plan will be sent within ten business days. A revised plan must be submitted within ten business days from receipt of rejection. Failure to submit an approved plan in a timely fashion may result in withholding of project payment(s).

Per the Department of Labor & Industries' recommendation, no adjustments to apprentice utilization requirements will be considered until the end of the project and all related information has been submitted.

## **INCENTIVES - COMPLIANCE WITH MEETING AN APPRENTICE REQUIREMENT**

For projects estimated to cost \$1,000,000 up to \$10,000,000, an incentive of \$1,000 per \$1,000,000 of estimated cost, including tax, is paid at the end of the project if the apprentice utilization requirement is met in full. Incentives are not paid when a good faith effort is used.

<b>Engineer's Estimate + Tax</b>	<b>Incentive</b>
\$1,000,000 - \$1,999,999	\$ 1,000
\$2,000,000 - \$2,999,999	\$ 2,000
\$3,000,000 - \$3,999,999	\$ 3,000
\$4,000,000 - \$4,999,999	\$ 4,000
\$5,000,000 - \$5,999,999	\$ 5,000
\$6,000,000 - \$6,999,999	\$ 6,000
\$7,000,000 - \$7,999,999	\$ 7,000
\$8,000,000 - \$8,999,999	\$ 8,000
\$9,000,000 - \$9,999,999	\$ 9,000
\$10,000,000 and up	\$10,000

## **FAILURE TO MEET ASSIGNED LEAP UTILIZATION REQUIREMENT(S)**

Contractors shall be assessed an amount for each hour that is not achieved, per requirement. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

<b>Percentage of Requirement Met</b>	<b>Penalty per Unmet Hour</b>
100% achievement	\$ 0.00 penalty
99% to 90% achievement	\$ 12.00 penalty
89% to 75% achievement	\$ 20.00 penalty
74% to 50% achievement	\$ 30.00 penalty
49% to 1% achievement	\$ 45.00 penalty
0% achievement	\$ 60.00 penalty

Penalties are invoiced to the Prime Contractor prior to final project payment. Retainage is held until this invoice is paid.

## **GOOD FAITH EFFORTS**

The Prime Contractor must demonstrate that they have exercised “best efforts” to meet the LEAP requirements and were still unable to do so. Best efforts include repeated seeking out utilization opportunities for LEAP-qualified employees for all trades involved in the project. Documentation of requests for LEAP-qualified employees and the responses from the organization(s) stating by letters or emails that no applicable employees are available, regardless of cost of employing them. LEAP must be copied on all requests. If requests are made via phone call or text, follow up documentation including the organization contacted and LEAP must be sent to [leap@tacoma.gov](mailto:leap@tacoma.gov).

## **CERTIFIED PAYROLLS AND NO WORK PERFORMED STATEMENTS - LCPtracker**

LEAP utilizes LCPtracker cloud-based system for recording certified payrolls and no work performed statements to determine compliance with LEAP requirements. It is the Prime Contractor’s responsibility to ensure all such documents are entered in LCPtracker and the. These must match what is entered in the Department of Labor and Industries’ site in content and in number of entries.

## **SUBCONTRACTOR NOTIFICATION**

Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

## **LEAP EMPLOYEE VERIFICATION FORM (included)**

LEAP may request this form and supporting documentation from the Prime and Subcontractors. Supporting documentation is a form of proof of residency for each employee presumed as able to assist in fulfilling LEAP requirements. List of items acceptable as proof of residency are located on page 2 of the form.

If you have any questions or need request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or email [leap@tacoma.gov](mailto:leap@tacoma.gov).



City of Tacoma  
 LEAP Office  
 747 Market Street  
 Tacoma, WA 98402  
[leap@tacoma.gov](mailto:leap@tacoma.gov)  
 (253) 591-5590

**PRIME CONTRACTOR  
 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) UTILIZATION  
 PLAN**

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

**PART A: PROJECT INFORMATION AND TYPE OF LEAP UTILIZATION REQUIREMENTS**

<b>Prime Contractor:</b>	<b>Spec Number:</b>
<b>Project Name:</b>	
<b>LEAP Coordinator signature</b>	
<p><b>LEAP Utilization Requirements:</b> Total Project Labor Hours - 15% Local Employees AND 15% Apprentices</p> <p><b>Explanation:</b></p> <ul style="list-style-type: none"> <li>- 15% of the total project labor hours must be met by Apprentices             <ul style="list-style-type: none"> <li>o Apprentices registered with WA State and <b>living in Washington State</b> as outlined in the project specification</li> </ul> </li> </ul> <p><b>Compliance:</b> Per Tacoma Municipal Code Chapter 1.90, failure to meet LEAP Utilization Requirements results in a monetary penalty.</p>	



## **Part A Guidance**

**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 Guidance**

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

**Employee Categories:** Indicate the percentage of the LEAP Utilization Requirement that will be met by each type of craft worker in each LEAP-Qualified Employee category for LEAP Requirements noted in Part A.

**Totals:** Total the percentage number in each of the two middle columns. Percentage numbers in each column should equal the required percentage in Part A.

**Name of Apprenticeship Program:** If the line references Apprentices, list the name of the Registered Apprenticeship Program they are enrolled in.

## **Part C Guidance**

**Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirements:** Prime Contractor - Please describe how you plan to satisfy the LEAP Utilization Requirements on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP-Qualified Employees to work on this project. If noting you will contact an organization requesting LEAP-Qualified Employees, include LEAP in each email change between you and the organization. [leap@tacoma.gov](mailto:leap@tacoma.gov)



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(253) 591-5590 or leap@tacoma.gov  
www.tacoma.gov/leap

## **LEAP EMPLOYEE VERIFICATION FORM**

Contractor/Sub: \_\_\_\_\_ Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

Ethnic Group (*optional*):  African American/Black  Asian  Hispanic or Latinx  
 Native American/Alaskan Native  Native Hawaiian or Other Pacific Islander  White  Other

Gender (*optional*):  MALE  FEMALE  OTHER

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

If Apprentice, Apprenticeship County: \_\_\_\_\_ Apprentice Registration I.D.: \_\_\_\_\_

Age: \_\_\_\_\_ Copy of DD-214 *if applicable*: \_\_\_\_\_

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

LEAP-qualified employee categories: (check project requirements, fill out the corresponding section, and provide proof of residency of employee – see page 3).

**FOR PROJECTS WITH ONLY THE LOCAL EMPLOYEE REQUIREMENT:**

\_\_\_\_\_ a. Journeyman or Registered Apprentice residing in the City of Tacoma

\_\_\_\_\_ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area

FOR PROJECTS WITH THE **LOCAL EMPLOYEE REQUIREMENT AND THE ADDITIONAL APPRENTICE REQUIREMENT**

- \_\_\_\_\_ a. Journeyman or Registered Apprentice residing in the City of Tacoma
- \_\_\_\_\_ b. Journeyman or Registered Apprentice residing in an Economically Distressed Area within the Tacoma Public Utilities Service Area
- \_\_\_\_\_ c. WA State Registered Apprentice living in Tacoma Public Utilities Service Area

FOR PROJECTS WITH ONLY THE **STATE APPRENTICE REQUIREMENT** – WORK IS PERFORMED OUTSIDE THE TACOMA PUBLIC UTILITIES SERVICE AREA

- \_\_\_\_\_ a. 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: \_\_\_\_\_

Title: \_\_\_\_\_

Please attach a legible copy of the following document(s) showing employee name and address of residence in the applicable categories. If employee is a Registered Apprentice, provide Apprentice Registration ID.

.....

WA Driver's License (Date of Birth and Driver's License #hidden)

Utility Bill/Phone Bill/Cell Bill/Cable Bill

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies Property

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy showing address (Residence/Auto)

\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website. No PO Boxes

LEAP - ZIP CODES LIST FOR PROJECTS WITH THE WASHINGTON  
STATE APPRENTICE UTILIZATION REQUIREMENT ONLY

98001	98037	98082	98132	98194	98243	98281	98331	98367
98002	98038	98083	98133	98195	98244	98282	98332	98368
98003	98039	98087	98134	98198	98245	98283	98333	98370
98004	98040	98089	98136	98199	98247	98284	98335	98371
98005	98041	98092	98138	98201	98248	98286	98336	98372
98006	98042	98093	98139	98203	98249	98287	98337	98373
98007	98043	98101	98141	98204	98250	98288	98338	98374
98008	98045	98102	98144	98205	98251	98290	98339	98375
98009	98046	98103	98145	98206	98252	98291	98340	98376
98010	98047	98104	98146	98207	98253	98292	98342	98377
98011	98050	98105	98148	98208	98255	98293	98343	98378
98012	98051	98106	98151	98213	98256	98294	98344	98380
98013	98052	98107	98155	98220	98257	98295	98345	98381
98014	98053	98108	98158	98221	98258	98296	98346	98382
98015	98054	98109	98160	98222	98259	98297	98348	98383
98019	98055	98110	98161	98223	98260	98303	98349	98384
98020	98056	98111	98164	98224	98261	98304	98350	98385
98021	98057	98112	98165	98225	98262	98310	98351	98386
98022	98058	98113	98166	98226	98263	98311	98352	98387
98023	98059	98114	98168	98227	98264	98312	98353	98388
98024	98061	98115	98170	98228	98266	98314	98354	98390
98025	98062	98116	98171	98229	98267	98315	98355	98391
98026	98063	98117	98174	98230	98270	98320	98356	98392
98027	98064	98118	98175	98231	98271	98321	98357	98393
98028	98065	98119	98177	98232	98272	98322	98358	98394
98029	98068	98121	98178	98233	98273	98323	98359	98395
98030	98070	98122	98181	98235	98274	98324	98360	98396
98031	98071	98124	98184	98236	98275	98325	98361	98397
98032	98072	98125	98185	98237	98276	98326	98362	98398
98033	98073	98126	98188	98238	98277	98327	98363	98401
98034	98074	98127	98189	98239	98278	98328	98364	98402
98035	98075	98129	98190	98240	98279	98329	98365	98403
98036	98077	98131	98191	98241	98280	98330	98366	98404

LEAP - ZIP CODES LIST FOR PROJECTS WITH THE WASHINGTON  
STATE APPRENTICE UTILIZATION REQUIREMENT ONLY

98405	98466	98532	98572	98612	98661	98823	98862	98951
98406	98467	98533	98575	98613	98662	98824	98901	98952
98407	98471	98535	98576	98614	98663	98826	98902	98953
98408	98477	98536	98577	98616	98664	98827	98903	99001
98409	98481	98537	98579	98617	98665	98828	98904	99003
98411	98490	98538	98580	98619	98666	98829	98907	99004
98412	98492	98539	98581	98620	98667	98830	98908	99005
98413	98493	98540	98582	98621	98668	98831	98909	99006
98415	98496	98541	98583	98622	98670	98832	98920	99008
98416	98497	98542	98584	98623	98671	98833	98921	99009
98417	98498	98544	98585	98624	98672	98834	98922	99011
98418	98499	98546	98586	98625	98673	98836	98923	99012
98419	98501	98547	98587	98626	98674	98837	98925	99013
98421	98502	98548	98588	98628	98675	98840	98926	99014
98422	98503	98550	98589	98629	98682	98841	98929	99016
98424	98504	98552	98590	98631	98683	98842	98930	99017
98430	98505	98554	98591	98632	98684	98843	98932	99018
98431	98506	98555	98592	98635	98685	98844	98933	99019
98433	98507	98556	98593	98637	98686	98845	98934	99020
98438	98508	98557	98595	98638	98687	98846	98935	99021
98439	98509	98558	98596	98639	98801	98847	98936	99022
98442	98511	98559	98597	98640	98802	98848	98937	99023
98443	98512	98560	98599	98641	98807	98849	98938	99025
98444	98513	98561	98601	98642	98811	98850	98939	99026
98445	98516	98562	98602	98643	98812	98851	98940	99027
98446	98520	98563	98603	98644	98813	98852	98941	99029
98447	98522	98564	98604	98645	98814	98853	98942	99030
98448	98524	98565	98605	98647	98815	98855	98943	99031
98450	98526	98566	98606	98648	98816	98856	98944	99032
98455	98527	98568	98607	98649	98817	98857	98946	99033
98460	98528	98569	98609	98650	98819	98858	98947	99034
98464	98530	98570	98610	98651	98821	98859	98948	99036
98465	98531	98571	98611	98660	98822	98860	98950	99037

LEAP - ZIP CODES LIST FOR PROJECTS WITH THE WASHINGTON  
STATE APPRENTICE UTILIZATION REQUIREMENT ONLY

99039	99138	99179	99301	99363
99040	99139	99180	99302	99371
99101	99140	99181	99320	99401
99102	99141	99185	99321	99402
99103	99143	99201	99322	99403
99104	99144	99202	99323	
99105	99146	99203	99324	
99107	99147	99204	99326	
99109	99148	99205	99328	
99110	99149	99206	99329	
99111	99150	99207	99330	
99113	99151	99208	99333	
99114	99152	99209	99335	
99115	99153	99210	99336	
99116	99154	99211	99337	
99117	99155	99212	99338	
99118	99156	99213	99341	
99119	99157	99214	99343	
99121	99158	99215	99344	
99122	99159	99216	99345	
99123	99160	99217	99346	
99124	99161	99218	99347	
99125	99163	99219	99348	
99126	99164	99220	99349	
99128	99165	99223	99350	
99129	99166	99224	99353	
99130	99167	99228	99354	
99131	99169	99251	99356	
99133	99170	99252	99357	
99134	99171	99256	99359	
99135	99173	99258	99360	
99136	99174	99260	99361	
99137	99176	99299	99362	

**CHAPTER 1.90**  
**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM**

Sections:

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

**1.90.010 Purpose.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.020 Scope.**

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.030 Definitions.**

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

1.90.030.A

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

1.90.030.B

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

1.90.030.C

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

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

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

1.90.030.D

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

1.90.030.E

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

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(\*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

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

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

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

#### 1.90.030.L

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

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

#### 1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

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

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

#### 1.90.030.R

“Resident of Tacoma” shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

#### 1.90.030.S

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

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

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

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

1.90.030.T

“Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

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

1.90.030.W

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

### **1.90.040 LEAP Requirements.**

#### **A. Utilization Requirements.**

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

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

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

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

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

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

#### **B. Failure to Meet Utilization Requirements.**

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization requirements shall be assessed an amount for each hour that is not

achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

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

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

C. LEAP Reports.

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

D. LEAP Requirement Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

#### F. Utilization - Water Projects Outside Water Service Area.

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

#### G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

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

#### H. Emergency.

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

#### I. Conflict with State or Federal Requirements.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

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

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

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

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

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

#### **1.90.070 Apprentice utilization requirements – Bidding and contractual documents.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.080 Enforcement.**

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

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

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

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.090 Compliance with applicable law.**

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

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

**1.90.100 Review and reporting.**

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.105 Authority.**

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

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

**1.90.110 Interpretation.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

## INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

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