



City of Tacoma, WA

**TACOMA POWER/TRANSMISSION & DISTRIBUTION  
REQUEST FOR BIDS  
MULTIPLE SUBSTATION RETROFIT  
SPECIFICATION NO. PT25-0237F**



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

**REQUEST FOR BIDS PT25-0237F  
Substation Retrofits**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 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@cityoftacoma.org">sendbid@cityoftacoma.org</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@cityoftacoma.org](mailto:sendbid@cityoftacoma.org) 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-Proposal Meeting:** A pre-proposal meeting may be held. RSVP is required. See Item 8 of bid documents for details. The pre-proposal meeting will be a full day starting @ 8am until 4:30 or 5pm. A NDA Waiver will be required to be signed prior to receiving detailed information about the pre-proposal meeting. Please see Appendix C for this document.

**Project Scope:** The Contractor shall furnish all labor, equipment, testing and disposal services necessary to install deep vertical ground electrodes at various locations within the substation site. This includes drilling

boreholes up to 80 feet deep and 4–6 inches in diameter, placing ground rods, backfilling with a Ground Enhancement Material (GEM), and proper handling and disposal of soil and water in compliance with applicable environmental regulations.

**Estimate:** \$500,000

**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 Aaron Bratton by email to [abratton@tacoma.gov](mailto:abratton@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 CHECKLIST

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>Record of Prior Contracts (Appendix B)</b></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 A)</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>Retainage Bond (Section 4.05.4).</b> If it is the option of the awardee to use a retainage bond in place of the holding of retainage per invoice the bond must be submitted with the contract forms.</p>	
<p><b>Intent to Pay Prevailing Wage (Section 3.08B &amp; 4.12).</b> To be filed with the Washington State Department of Labor &amp; Industries.</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 considered qualified to respond, potential vendors must:

- Have a current contractors license in the state of Washington
- Have five (5) years of demonstrated experience in drilling and installation of deep grounding electrodes in energized or high-risk utility environments
- Be able to provide specialized equipment and operators for vertical drilling
- Have experience with GEM products
- Have experience in dealing with subsurface water
- Have experience in testing, removal, and appropriate handling procedures of contaminated and non-contaminated soils
- Personnel experienced with utility safety procedures

## **2. CITY OF TACOMA GENERAL PROVISIONS**

City of Tacoma General Provisions apply.

## **3. 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 A)

## **4. 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 deep vertical ground electrodes for various substation retrofits. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

## **5. ANTICIPATED CONTRACT TERM**

Contract term is until December 31, 2026 but may be extended for two (2) one-year (1) renewal periods for similar scopes of work.

## 6. CALENDAR OF EVENTS

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

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

RSVP to Pre-Bid Meeting Due:	<b>1/9/2026</b>
On-Site Pre-Bid Meeting, (weather permitting):	<b>1/20/2026</b>
City response to Questions asked at Pre-Bid Meeting (week of):	<b>1/28/2026</b>
Submittal Due Date:	<b>2/10/2026</b>
Anticipated Award Date, on or about:	<b>2/18/2026</b>

## 7. RSVP TO MANDATORY ON-SITE PRE-BID MEETING

**7.1** RSVP for Mandatory Pre-Bid Meeting can be submitted to Aaron Bratton, Senior Buyer, via email to [abrattont@tacoma.gov](mailto:abrattont@tacoma.gov). Subject line to read:  
PT25-0237F – Multiple Substation Retrofit – *VENDOR NAME RSVP*

**7.1.1** – Email must contain the names and email addresses of attendees and the Washington state contractor license number of the company represented to be verified via the L&I website.

**7.1.2** – A NDA will be sent to each attendee for signature prior to information about the pre-bid meeting being released. A sample NDA is available for review in Appendix C.

**7.2** Senior Buyer will confirm Pre-Bid meeting date with Tacoma Power Transmission & Distribution (T&D). Confirmation or change of date with on-site pre-bid meeting details will be sent via email at least three (3) business days prior.

**7.3** Written answers to questions asked at the Pre-Bid meeting will be posted alongside these specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

## 8. MANDATORY ON-SITE PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the calendar of events. It is anticipated this meeting will take from @ 8am to 4:30 or 5pm. Attendance of the on-site pre-bid meeting is mandatory and will consist of a site visit to all three locations that are scheduled for retrofits under this contract. Contractor(s) MUST visit all three sites to ensure any site concerns/questions are accurately captured. If City personnel are not able to answer on-site, the answers will be posted as specified in the Calendar of Events (Item 6).

To attend, contractor(s) must RSVP to Aaron Bratton, Senior Buyer, via email to [abratton@tacoma.gov](mailto:abratton@tacoma.gov) by Friday, January 9<sup>th</sup> by 5pm. Once RSVP and signed NDA (sample available in Appendix C) for each attendee is received, detailed information of the specific locations to be visited and timeline will be provided.

If a contractor attended the pre-bid meeting for specification PT25-0112F, it will be their discretion whether to attend this pre-bid meeting. The change in the scope of work between the specification documents is the removal of the soils testing requirement. Refer to Section 5 – Soils Management for the updated scope.

## **9. 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.

## **10. 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

## **11. 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

## 12. 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 sites are located in Pierce County. Additional scopes may be in other counties – it is the responsibility of the vendor to utilize the correct prevailing wage with the address of the services being performed.

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.

### **13. BID BONDS**

The attached Bid Bond (Appendix B) 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.

- 13.1** 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 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.
- 13.2** 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.
- 13.3** 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 bonds or cashier's check will be delivered to:

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

#### **14. PAYMENT AND PERFORMANCE BOND**

If a payment and performance bond is stated herein, the required bond including power of attorney, will be 100 percent of the Contract total and is subject to the following requirements.

- 14.1** The City's payment and performance bond forms must be used.
- 14.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
- 14.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
- 14.4** 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 Aaron Bratton via email to [ABratton@tacoma.gov](mailto:ABratton@tacoma.gov).

#### **15. WARRANTY**

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

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

Contractor shall arrive on-site at the designated location within 48 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 4:30 p.m. Monday through Thursday. Repairs shall include free pick-up and delivery. Repairs must be completed on a timeline agreed upon between contractor and Tacoma Power at the time the exact scope of the repairs is discussed.

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.

## **16. INSPECTION**

All goods and services 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.

## **17. 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.

## **18. 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.

## **19. 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 bioaccumulative 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

## **20. LEAP REQUIREMENTS**

Local Employment and Apprenticeship Training Program – LEAP  
[Tacoma Municipal Code section 1.90](#)

There is no LEAP requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Please visit the [LEAP website](#) for more information.

## **21. EQUITY IN CONTRACTING**

[EIC - Equity in Contracting - TMC 1.07.040](#)

**NO EIC REQUIREMENTS FOR THIS SOLICITATION.** However, the City of Tacoma is committed to equality in contracting for under-utilized small, minority and women-owned businesses and we encourage you to locate these firms by visiting the Washington State Office of Minority and Women’s Business Enterprises - [Washington State Office of Minority & Women's Business Enterprises Certification Management System \(diversitycompliance.com\)](#)

## **22. WASHINGTON APEX – DOCUMENT ASSISTANCE**

Washington APEX Accelerator offers government contracting assistance for Washington firms. View services available on their website for locations, ability to register as a client, and view schedules for in-person classes and networking events. [Home - Washington APEX Accelerator](#)

Prime Contractors can also use Washington Apex Accelerator to connect with small business to promote equity in contracting practices. [Prime Information Resource - Washington APEX Accelerator](#)

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**SUBMITTAL GENERAL INFORMATION**

**SUBMITTAL CHECKLIST**

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

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

The following items, in this order, make up your submittal package:		
1	<b>Signature Page</b> with <u><i>ink signature</i></u> , including acknowledgement of any addenda. <i>This form is intended to serve as the first page of your submittal.</i>	
2	<b>Proposal Pricing Sheets</b> The unit/lump-sum prices bid must be shown in the space provided. In addition, the following requested items on the proposal pages <b>MUST</b> be filled out: <ul style="list-style-type: none"> <li>• List of Equipment</li> <li>• Vendor Qualifications</li> <li>• Sub-Vendor Data Sheet</li> </ul>	
3	<b>Bid Bond</b> , in the value of 5% of the contract value per Section 1.03 & 4.01.5. (for respondents submitting electronically, <b>a hard copy bid bond must be received prior to bid opening</b> )	
4	<b>Certification of Compliance with Wage Payment Statutes</b>	
5	<b>State Responsibility and Reciprocal Bid Information Form</b>	
6	<b>Record of Prior Contracts</b>	



Specification PT25-0237F  
Multiple Substation Retrofits

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**Deletions, Modifications, and References to the  
General Provisions**

All paragraphs of the General Provisions are applicable to this specification and contract except the following:

DELETE: SECTION I, Paragraphs 1.15 B

The following paragraphs of the General Provisions have been referenced or modified within Sections 4 thru 9:

**General Provisions Section:**

1.14 – Firm Prices/Escalation

---

2.01 B – Surety Bond

---

2.11 – City of Tacoma’s Right to  
Terminate Contract

---

2.14 - Delivery

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3.08 B – Prevailing Wages

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3.13 – Final Payment

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**Referenced in Special Provisions:**

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4.09 – Prevailing Wages

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10.02 – Final Payment – Retainage Release

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# 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 Contract 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.

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## **SECTION 4 – SPECIAL PROVISIONS**

### **4.01 - PROJECT DESCRIPTION**

The work to be performed under the provisions of these specifications shall consist of furnishing crews, equipment, and the required supervision to augment Tacoma Power's work force to assist with specialty well-drilling work for retrofits being performed by Tacoma Power crews on substations owned and operated by Tacoma Power. See Scope of Work for detailed information.

All work shall be done in accordance with Tacoma Power Standards, specifications, Washington State WAC Safety Regulations, and under the general direction of Tacoma Power personnel.

#### **4.01.1 - CONTRACTOR RESPONSIBILITY**

The contractor shall supply the necessary supervision, equipment, transportation, and tools to accomplish the required work.

#### **4.01.2 - TACOMA POWER RESPONSIBILITY**

Unless otherwise arranged with the contractor, Tacoma Power will provide the materials required for completion of work on this contract. Any Tacoma Power materials issued in excess of that required must be returned after the completion of each job.

#### **4.01.3 – NUMBER OF CONTRACTS TO BE AWARDED**

Tacoma Power will take into consideration the price and evaluation factors set forth in Item 11 of this specification and may accept any item or group of items or overall best offer. It is anticipated a single contract will be awarded based upon the best interests of the City.

#### **4.01.4 – USE OF OTHER CONTRACTS**

Award of a contract per this specification in no way restricts Tacoma Power from requesting bids and awarding contracts for like work during the course of the contract.

These are tentative dates and are subject to change. The City reserves the right to adjust these dates as needed.

#### **4.01.5 – BID BOND**

Per Section 1.03 of the General Provisions, each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond payable to the City Treasurer for a sum of five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit.

#### **4.01.6 – WASHINGTON STATE BUSINESS LICENSE**

Respondents are requested to identify their current Washington State Business License number in the space provided on the State Responsibility and Reciprocal Bid Preference Information. Any Respondent that does not have a Washington State Business License at time of bid submission shall, if recommended for

contract award, immediately obtain such License and provide evidence thereof to the City of Tacoma as a condition of contract award. Failure to obtain a Washington State Business License may be grounds for rejection of the Proposal and recommendation of the next lowest and best responsible Respondent.

**4.01.6A – BUSINESS LICENSE WEB SITE**

If a Washington State Business License is needed please refer to the following web site address for more information and application:  
<http://bls.dor.wa.gov>

**4.01.6B – CITY OF TACOMA BUSINESS LICENSE**

Refer to Section 1.13.C and its requirement for the inclusion of the City of Tacoma’s Business and Occupation Tax in all bid pricing.

**4.01.7 - DEFINITIONS**

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

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

**4.02 – PROJECT LOCATION**

All project sites are located within Pierce County.

**4.03 – CREW & ITEM STRUCTURE**

Contractor is responsible for adequate crew structure, equipment required, and expected performance. All crew personnel shall be fit for full duty with no work restrictions. Foreman will be required to carry contractor provided cell phones and number will be provided to City of Tacoma Project Manager upon contract award.

#### **4.04 – TOOLING OF CREWS**

Crews that are provided per the contract(s) awarded as a result of this specification shall have all standard and appropriate tools and equipment to perform the work assigned safely.

#### **4.05 – COMMENCEMENT OF WORK**

##### **4.05.1 – CONTRACT DOCUMENTS**

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

- Contract (sample form in Appendix “C”)
- Performance Bond and Payment Bond (Reference Section 4.05.5)
- Retainage Bond (If applicable; reference Section 4.05.4)
- Insurance certificate including endorsements
- Intent to Pay Prevailing Wage

##### **4.05.2 – AWARD DATE OF CONTRACT**

The “Award Date of the Contract” will commence when all required contract, bonding and insurance documents have been fully signed and executed by the contractor and the City of Tacoma.

##### **4.05.3 – TERM OF CONTRACT**

The term of this contract is from the date of award per Section 4.05.2 through December 31, 2026. Two (2) one-year contract extensions may be considered if Tacoma Power finds that it is in its best interest to extend the contract under the same terms and conditions of the original contract. Contract extensions shall follow the provisions listed in General Provisions Section 1.17.

##### **4.05.4 – RETAINAGE BOND**

The requirements listed in Section 3.13 of the General Provisions shall be modified as listed below.

###### **4.05.4A – BOND IN LIEU OF RETAINAGE**

Tacoma Power will accept a bond in lieu of retainage in the value of five percent (5%) of the total contract value. The bond will be required to be included with all contract documents upon inception of the contract and subsequent adjustments.

###### **4.05.4B – ADDITIONAL CONTRACT AMOUNTS**

Tacoma Power may elect to issue additional contract amounts to said supplier/contractor. In that event, the selected contractor will be required to execute a new contract amendment for the identified work and may be required to submit a new or supplemental retainage bond securing five percent (5%) of the new contract amount so awarded if the remaining contract value exceeds the current bond amount.

##### **4.05.5 – PERFORMANCE BOND AND PAYMENT BOND**

The requirements listed in Paragraph B, Section 2.01 of the General Provisions shall be modified as listed below.

#### **4.05.5A – ISSUANCE OF CONTRACTS**

Amounts will be issued to individual contracts as work is identified. The Transmission and Distribution section of Tacoma Power will, at its discretion, identify work and issue contracts for such work based on review of prices quoted for labor and equipment, along with availability of individual bidders' resources at the time.

#### **4.05.5B – POSTING OF PERFORMANCE AND PAYMENT BOND**

To minimize the burdens related to bonding, Tacoma Power will require a performance and payment bonds to be posted as contract amounts are issued per section 4.05.5. As work is identified an individual contractor will be selected to perform that work. At that time, Tacoma Power will require said contractor to execute a contract for the identified work and submit a performance and payment bonds for one hundred percent (100%) of the amount awarded.

#### **4.05.5C – ADDITIONAL CONTRACT AMOUNTS**

Tacoma Power may elect to issue additional contract amounts to said contractor. In that event, the selected contractor will be required to execute a contract amendment for the identified work and submit new or supplemental performance and payment bonds securing one hundred percent (100%) of the new amount so awarded.

#### **4.05.6 – COMMENCEMENT OF WORK**

The contractor shall begin the work to be performed in the contract with close coordination with Tacoma Power Project Manager.

#### **4.06 – CONTRACT WORK TIMES**

Contract work times shall be eight hours of work between the hours of 8:00 a.m. and 4:30 p.m. or 5:00 pm, Monday through Friday, excluding holidays, described in Section 2.14 and 3.08A of the General Provisions or as otherwise approved by the Tacoma Power Assistant Manager of Transmission and Distribution or their designee.

#### **4.06.1 – NECA CONTRACT REFERENCES**

The NECA Contract work schedule of 4 days / week – 10 hours / day Monday through Thursday may require job specific approval by Tacoma Power.

#### **4.07 – QUALIFICATION OF CONTRACTORS**

Only contractors experienced in this type of work, and with a record of successful completion of jobs of similar scope, will be considered. See Section 1 – Minimum Qualifications for a list of detailed qualifications the vendor must meet to be considered responsive.

#### **4.07.1 – RECORD OF PRIOR CONTRACTS**

The Respondent must include with their submittal the "Contractor's Record of Prior Contracts" form included in the proposal pages of this specification. As outlined on the form, a summary of work that includes the requested information submitted on company letterhead would be acceptable in place of the form.

#### **4.08 – CONTRACT TERMINATION BY TACOMA POWER**

In addition to the cancellation provisions of Section 2.11 City of Tacoma’s Right to Terminate Contract of the General Provisions, the City shall have the right to cancel this contract upon thirty (30) days written notice to the contractor without cause.

#### **4.09 – PREVAILING WAGES – ANNUAL FILING**

In addition to the requirements of Section 3.08(B) of the General Provisions, the contractor shall be required to post or have available on the job site, a copy of the Statement of Intent to Pay Prevailing Wages form for the jurisdiction where the work is being done. The project work may occur within various Washington Counties.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract and annually at the anniversary date of the contract award. An Affidavit of Wages Paid must be filed with the Washington Department of Labor & Industries annually until completion of the contract.

It is the responsibility of the awarded contractor to provide proof to Tacoma Power of the annual filings.

Additional information may be obtained by calling the Department of Labor & Industries, Prevailing Wage at 855-545-8163, or look up prevailing wage rates of pay, benefits, and overtime codes from the following link:

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

#### **4.09.1 – REQUIRED DOCUMENTS**

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under 39.12 RCW that provided work and materials for the Contract: These documents must be submitted prior to work beginning.

A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

A copy of an approved Affidavit of Prevailing Wages Paid, L&I form. The Contracting Agency will not grant completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

Instructions to sign up for access to My L&I and additional information on submitting the required forms can be found at the following link:

<https://lni.wa.gov/licensing-permits/docs/ContractorPortalInstructions.pdf>

**END OF SECTION**

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## **SECTION 5 – SOILS MANAGEMENT**

Tacoma Power intends to perform much of the soil work outside of incidental work related to soils removed from holes drilled by the contractor for work performed under this contract.

This language is included in the bid documents to establish standards of practice for this scope.

### **PART 1 GENERAL**

#### **5.01 SECTION INCLUDES**

The activities in this section shall include all work that will require handling, storage, sampling, disturbance, removal, transportation, waste designation, and/or disposal of soils.

- A. This section is to establish minimum practices to be used for the excavation, management, and disposal of soils that may be encountered, and/or generated by the contractor.
  - 1. All soils that designate as non-hazardous solid waste and that are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
  - 2. All soils that designate as a hazardous material and/or waste, and are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.
- B. The contractor shall assume the following:
  - 1. Tacoma Public Utilities will conduct soil sampling and testing at all locations. If during that testing it is determined that a formal soil handling plan is necessary, it will be provided prior to work beginning.
  - 2. Areas of excavation within the project area may contain contaminants. As such soils may require additional sampling and analysis by Tacoma Power for determination of proper handling and disposal requirements as prescribed in paragraph B.3.
  - 3. All areas where soils will be removed, must be evaluated for potential contaminants of concern prior to beginning excavation. Soil evaluation will be consistent with the guidance and requirements identified by the Department of Ecology.
  - 4. The cost of removal and handling of contaminated soils and/or hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item. None of the sites have testing results that indicate there should be any contaminated soils. There will be additional testing by Tacoma Power during the course of work on soils removed from the holes drilled. Tacoma Power will dispose of contaminated/hazardous soils.

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## **5.02 MANAGEMENT AND ANALYSIS OF WASTES**

### **A. SOILS**

1. Tacoma Public Utilities shall be responsible for the testing all soils that will be removed from the site prior to excavation activities to ensure appropriate handling, transportation, and disposal. Any deviation to this approach must be described in detail within the prepared "Soils Management Plan". If an alternative soil handling method is proposed the City of Tacoma Project Manager must review and approve the plan prior to any soil work starting.
2. Soil sampling will be consistent with the guidance and requirements identified by the Department of Ecology.
3. All samples must be analyzed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present.
4. Unless determined otherwise through laboratory sampling results, all soils must be managed as a hazardous waste and handled in accordance with the standards in WAC 173-303.
5. If determined to be non-hazardous, soils may be managed in accordance with the standards in WAC 173-350.
6. Permits, profiles or waste disposal authorizations (WDAs) are the responsibility of Tacoma Power and must be secured for any soils that are removed from the site and transported for disposal.
7. The contractor shall discuss all hazardous and non-hazardous waste determinations and proposed soil disposal locations with the City of Tacoma Project Manager/Engineer prior to any soil transportation and/or disposal efforts are performed.

## **5.03 CODES, LAWS AND REGULATIONS**

The following laws, codes, and regulations shall be followed for the handling and storage of soils, hazardous materials, and stormwater management:

- A. Washington State Department of Labor and Industries Chapters 296-155 WAC, 296-24 WAC, 296-62 WAC
- B. Washington State Department of Ecology Chapters 173-303 WAC, 173-304 WAC, 173-350 WAC
- C. Code of Federal Regulations Chapters 29 and 40.

## **PART 2 EXECUTION**

### **5.04 GENERAL**

#### **A. SOILS**

1. Tacoma Power may develop a Soil Management Plan for each work area where soils will be excavated, managed, and/or disturbed. The Soil Management Plan shall include:
  - a. A review of the assessment created by Tacoma Public Utilities of all potential contaminant sources (present and historical) and address all aspects of the environment local to the job site.
  - b. If necessary, based upon the potential contaminant sources, Tacoma Power will discuss a Sampling and Analysis Plan (SAP) identifying sampling locations and proposed laboratory analyses to the City of Tacoma Project Manager/Engineer prior to commencement of work and share those results with the contractor during the Pre-Construction Meeting.
  - c. All samples must but be analyzed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present or requested by the Waste Disposal Authorization authority.
  - d. The contractor shall utilize all data generated via the Sampling and Analysis Plan to characterize any soils that may be reused or transported from the site for disposal. All proposed waste characterizations will be submitted to the City of Tacoma Project Manager/Engineer prior to any waste transportation and/or disposal efforts are performed.
  - e. The contractor shall be responsible for the application and management of all necessary waste management, transportation, and disposal permits for soils not disposed of by Tacoma Power personnel.
  - f. The contractor shall be responsible for all logistics and coordination with disposal vendors, transportation providers, and disposal locations for soils not disposed of by Tacoma Power personnel.
  - g. Upon completion of work, including demobilization, Tacoma Power shall prepare a Post-Soil Management Plan, which provides a summary of the actions performed, and identifies any issues encountered. The Post-Soil Management Plan shall be submitted to the engineer upon completion of operations.

**END OF SECTION**

## **SECTION 6 - MEASUREMENT AND PAYMENT**

### **6.01 - ADMINISTRATION**

This section shall include the measurement and payment criteria applicable to the work performed under the unit price bid and lump sum payment method.

#### **6.01.1 – CONTRACT PRICE**

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment, tools, labor, and all the costs to the contractor for completing the contract in accordance with the plans, specifications, and instructions of the project manager.

##### **6.01.1A – INCIDENTAL WORK**

All work not specifically called out in these specifications, but required to construct complete and operable systems, structures or amenities shall be considered incidental to the contract.

##### **6.01.1B – CREW DOWN-TIME**

Tacoma Power will not pay for time lost due to:

- Vehicle and equipment problems
- Insufficient crew structure
- Correction of safety related items
- Contractor crew safety meetings
- Contract Crews are expected to participate in daily tail-gate meetings and will be paid by Tacoma Power. Tacoma Power however, will not pay for contractor's safety meetings that are mandated by OSHA and other safety mandates.
- Training not specifically requested by Tacoma Power
- Time spent for contractor drug testing program
- Any other reason the Tacoma Power inspector identifies not listed above for time not directly benefiting Tacoma Power

### **6.01.2 – NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS**

Payment will not be made for any of the following:

- Products wasted or disposed of in a manner that is not acceptable
- Products determined as unacceptable before or after placement
- Products not completely unloaded from the transporting vehicle
- Products placed beyond the lines and levels of the required work
- Products remaining on hand after completion of the work
- Loading, hauling and disposing of rejected products

### **6.02 – BILLING PLAN, INVOICING, AND PAYMENTS**

The contractor shall submit to the city a detailed invoice for each payment describing all work performed under the terms of the contract up to the time of the application. An account prepared in writing and submitted with the application will show the amount due for the work performed plus any other amounts due less all deductions made in accordance with the terms of the contract. Each labor and equipment item identified on the invoice shall reference the appropriate line item as listed on the contract.

#### **6.02.1 - INVOICES**

Invoices shall be submitted weekly and itemized within 10 days of work performed according to the bid proposal.

##### **6.02.1A – SUBMISSION OF INVOICES**

Invoices shall be submitted via email to the Tacoma Power Project Manager within 10 days of completion of the work performed. Contact information for invoice submission shall be provided post-award.

##### **6.02.1B - PAYMENT**

The City will compensate the Supplier in accordance with the contract. Payment methods include:

- Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- Check or other cash equivalent.

The City may consider cash discounts when evaluating submittals. See Section 1.18 of the General Provisions.

### **6.03 – ESCALATION/DE-ESCALATION**

The successful Respondent(s) may only escalate/de-escalate the unit prices bid on the anniversary date (12 months after award).

### **6.04 – EMERGENCY NOTIFICATION**

The contractor is to provide Tacoma Power with a 24-hour emergency telephone number. This telephone contact will be used to notify the contractor when immediate response is required.

Tacoma Power will provide the contractor with a 24-hour emergency telephone number. This telephone contact may be used if swift response due to vandalism, natural

disaster, or other events unforeseen by the City necessitate the vendor and crew return to the work site.

**6.05 – INDEPENDENT CONTRACTOR**

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

**6.06 – EXPANSION CLAUSE**

Any resultant contract from this RFB may be further expanded in writing to include other related services or products normally offered by the Contractor, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be mutually agreed upon in writing by contract change order. Contractor profit margins are not to increase as a result of contract additions.

**6.07 – REASONABLE CHANGE ORDER CLAUSE**

In the sole discretion of the City of Tacoma, the City may, without invalidating this Contract, or any part of this Contract, may make reasonable changes to the scope of the Agreement, when such changes are in the best interest of the City.

Any adjustment to the terms of the Contract shall be documented by way of a written change order or other form of written contract amendment to include a signature of agreement from both contracting parties. If any such Change Order increases or decreases the Contractors cost of performance of any part of the Contract, an adjustment shall be made and the Contract modified accordingly. Modifications to the Contract which will produce a higher profit margin for the Contractor than that established by the original contract pricing will not be allowed.

**END OF SECTION**

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## **SECTION 7 - PROJECT COORDINATION**

### **7.01 – PROJECT MANAGER/LEAD**

A list of Tacoma Power personnel assigned to manage this contract will be provided upon award.

### **7.02 – MEETINGS**

#### **7.02.1 – MANDATORY ON-SITE PRE-BID MEETING**

A mandatory pre-bid meeting will be held during the week of December 1st in-person. The current date is scheduled for Tuesday, December 2<sup>nd</sup> but may change depending on forecasted weather conditions. Detailed location information and timeline will be provided. Please see Item 8 – Pre-Bid Meeting for further details. It is anticipated the meeting will take all day as the meeting will be at all three sites currently scheduled for this scope of work. There will be a NDA Waiver that will be required to be signed by each attendee prior to information being released. A sample of this document is found in Appendix C.

The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements. Attendance at the pre-bid meeting is required to be considered a responsive bidder. If a contractor attended the pre-bid meeting for specification PT25-0112F, it will be their discretion whether to attend this pre-bid meeting. The change in the scope of work between the specification documents is the removal of the soils testing requirement. Refer to Section 5 – Soils Management for the updated scope.

#### **7.02.2 – PRE-CONSTRUCTION MEETING**

Pre-construction meetings will be held as required after contract award.

### **7.03 - PERMITS**

For well-drilling permits, it is the responsibility of the contractor to obtain the necessary permits.

### **7.04 – FIELD ENGINEERING**

#### **7.04.1 – RELOCATION OR ADJUSTMENT OF WORK**

The project manager may adjust or relocate any portion of the project to meet site requirements or to improve the project without additional compensation to the contractor, provided such adjustments do not represent appreciable costs for additional labor and materials as determined by the project manager.

### **7.05 – COORDINATION WITH OTHERS**

During construction, the contractor shall be responsible for coordinating his work with all agencies and contractors working within the project area.

### **7.06 – TOOLS AND MATERIALS**

#### **7.06.1 – CITY FURNISHED MATERIAL INSTALLED BY CONTRACTOR**

All material received by the contractor shall become his responsibility and he shall be liable for any materials lost or damaged after receipt.

### **7.07 – ARCHAEOLOGICAL INVESTIGATION**

At the time this project is being performed, a certified State Archaeologist may be present to monitor ground-disturbing activities for the presence of cultural resources.

### **7.08 – DAMAGE TO EQUIPMENT**

The contractor shall bear the full cost of the repair or replacement of damaged materials and equipment and the restoration of de-energized circuits found to be a consequence of use, abuse, or fault of the contractor. This liability extends to all utilities, public and private, which legally share the right-of-way with the City. Examples to include but not exclusive of are: landscaping, mailboxes, other utilities, etc.

#### **7.08.1 – NOTIFICATION OF EQUIPMENT DAMAGE**

The contractor shall immediately notify the owner/operator of any equipment damaged during the performance of this work.

#### **7.08.2 – COSTS OF REPAIR**

If any existing facilities or material furnished by the City is damaged, lost, stolen or destroyed by reason of any cause, whether within or beyond the control of the contractor, it shall be repaired or replaced entirely as required by the City solely at the contractor's expense.

#### **7.08.3 – MATERIALS REQUIRED FOR REPAIR**

Materials required to be replaced may be furnished by the City solely at the contractor's expense. Materials required to be replaced may be furnished by the City at the option of the contracting officer. The contractor will be charged the amount they cost the City at the place of delivery.

#### **7.08.3A – RETURN OF MATERIALS**

The contractor shall return to Tacoma Power storeroom, or as directed by City personnel, all removed used material and unused new materials. This will include materials removed or unused in conjunction with extra work.

#### **7.08.4 – LIABILITY FOR DAMAGE TO PERSONS OR PROPERTY**

In addition to Section 3.06 of the General Provisions the City is not to be held liable for any damage to persons or property consequent upon the use, abuse, or failure of any tools, rigging, or other equipment used by the contractor even though the said tools, rigging or other equipment is given to or loaned to the contractor by the City.

#### **7.08.4A – USE OF CITY LOANED TOOLS, RIGGING, OR EQUIPMENT**

The acceptance for the use of said tools, rigging, and equipment by the contractor shall be construed to mean that the contractor accepts all responsibility for any claims for damages whatsoever resulting from the failure of such apparatus whether such damage be to their own employees or property, to the employees or property of the City, and/or to the property and persons of the public at large.

**7.08.4B – USE OF CITY OWNED VEHICLES FOR PERFORMANCE OF DUTIES**

For selected positions, such as substation operator, the city may provide a vehicle to perform the duties assigned. In such case the contractor will carry full automotive insurance coverage for their employee.

Documentation of such coverage in a form acceptable to the City shall be submitted upon assignment.

**7.09 – PERSONS TO BE CONTACTED**

A list of persons who may have to be contacted prior to or during progress of the work will be provided after award.

**END OF SECTION**

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## **SECTION 8 - QUALITY CONTROL**

### **8.01 – 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.

### **8.02 – WORK SITE CONDITIONS**

The contractor shall be responsible for keeping the work site neat and clean debris from the street or sidewalks. Should the contractor fail to maintain the areas in a neat and orderly manner, Tacoma Power will request that the Street Maintenance Division of the Public Works Department sweep, flush, or make appropriate steps to clean the area. All costs so incurred will be deducted from the contract payment. The contractor is responsible for all disposal costs.

### **8.03 – INSPECTION, TESTING AND CERTIFICATION**

The Tacoma Power construction inspector or their designee will be responsible for insuring that the contractor is complying with these specifications, including the referenced standards and work practices.

After completion of the contractor's work the Tacoma Power inspector will insure that the restoration of the property has been satisfactorily accomplished. All restoration work, including landscape materials and asphalt/concrete replacement (where specified), shall be completed with a period of three (3) weeks following the conclusion of the project work. Payment will be made upon complete satisfaction of the Tacoma Power inspector. If the restoration is not completed within a timely manner, Tacoma Power reserves the right to complete the work with either City personnel or a third party contractor and recover all costs within a reasonable time after presentment of an invoice to the contractor.

Repetitive issues with meeting the inspection requirements of the contract may lead to negative comments on the contractor's "Performance Review" form per Section 10.01.1.

### **8.04 – PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS**

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.06 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the Proposal or Special Provisions. The cost of labor, and materials required to protect or replace said items shall be incorporated into the bid submittal.

The Utilities Notification System is available by calling 1-800-424-5555 (or 811).

### **8.05 - WORKMANSHIP**

The contractor shall employ only competent, skillful, and orderly persons to do the work. If the project manager administering the contract shall notify the contractor in writing that any contract personnel is, in his/her opinion, incompetent, disorderly or otherwise unsatisfactory, the contractor shall forthwith discharge such persons from the work and shall not again employ him/her on this contract. Work shall conform to the highest industry standards.

### **8.06 – DIFFERING SITE CONDITION/CHANGE ORDERS**

Differing site conditions shall be administered in accordance with Sections 3.10 of the General Provisions except as stipulated in these Special and General Provisions.

#### **8.06.1 – PROBLEMS WITH SUBSURFACE CONDITIONS**

The contractor shall promptly, and before conditions are disturbed, notify the project manager or his field representative of problems with subsurface conditions at the site, problems or conflicts in the plans or specifications or problems on constructability.

##### **8.06.1A – CLAIMS**

No claim by the contractor under this differing site condition shall be allowed except as agreed upon in writing with the project manager.

### **8.07 – CONTRACTOR COMPLIANCE WITH SECURITY PROTECTION PROGRAM**

In compliance with Federal Reliability Standards, contractors, vendors and consultants who are granted cyber or physical access to a Tacoma Power facility, asset, or protected information are required to follow the guidelines and processes outlined in the Tacoma Power CIP Cyber Security Policies. Upon issuance of a contract agreement the contractor will be provided the applicable Tacoma Power security policies for review, and a Confidentiality and Non-Disclosure agreement for signature. If deemed necessary due to specific work duties, certain contract personnel may be required to submit to a background check and attend a specific security training course. Upon completion of the training course a policy acknowledgement signed by the contract personnel may be required.

**END OF SECTION**

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## **SECTION 9 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **9.01 - SAFETY**

The contractor shall adhere to Tacoma Power work practices at all times, exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations, most notably WAC 296-45. The contractor shall be required to actively participate in all Tacoma Power safety and material investigations of incidents involving the contractor that occur on Tacoma Power property.

Required protective equipment shall be provided by the contractor and worn at all times when an employee is at the job site. The contractor shall be aware of and remain compliant with the Tacoma Power's work practice W-GR-4030 "Arc Flash Hazards, Distances and Clothing" included in Appendix "A". An updated document will be provided to the contractor upon any revisions to the work practice. The contractor will be expected to comply with the revised document.

#### **9.01.1 – SAFETY PLAN**

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

- Names and contact information for supervisory and management staff concerning safety related issues.
- A process for addressing safety issues brought to the attention of the contractor by Tacoma Power.

### **9.02 – SECURITY**

#### **9.02.1 – EQUIPMENT ON-SITE**

It is anticipated for continuity of operations and the most expeditious schedule that all equipment will be left on-site and secured for crews to resume work the next business day.

#### **9.02.2 – SECURITY ON-SITE**

Tacoma Power will provide security teams on-site to monitor both the location and the equipment during project.

### **9.03 – TRAFFIC REGULATION**

#### **9.03.1 – TRAFFIC COORDINATION**

All traffic controls on this project shall adhere to WAC 296-155 and the latest edition of the "Manual on Uniform Traffic Control Devices." Adequate access shall be provided for local and emergency vehicular traffic through the project area at all times.

**END OF SECTION**

**SECTION 10 – CONTRACT CLOSEOUT**

**10.01 – COMPLETION OF CONTRACT DOCUMENTS**

**10.01.1 – PERFORMANCE REVIEW**

After completion of the contract, an evaluation prepared on the form titled "Transmission & Distribution Contractor Performance Review", may be completed for the contractor on this project.

**10.01.1A – PURPOSE OF FORM**

This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the contractor to perform work for Tacoma Power in the future.

**10.01.1B – EXCEPTION TAKEN BY CONTRACTOR**

Any exception taken by a contractor to the comments on the form should be directed to the project manager within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame may be cause for rejection of future bids.

**10.02 – FINAL PAYMENT – RETAINAGE RELEASE**

In conjunction with Section 3.13 of the General Provisions the following table shows the steps for processing retainage claims:

Step	Action
1	The Tacoma Power contract administrator generates the General Release documents to be mailed to the Contractor: A final acceptance letter from the appropriate Tacoma Power Manager General Release to the City of Tacoma to be signed by the contractor
2	Upon receipt of the signed General Release from the contractor the Tacoma Power contract administrator creates a Contract Completion Memo to the City of Tacoma Clerk and copied to the City of Tacoma Tax & License Department. The signed General Release is attached.
3	The Tacoma Power contract administrator verifies that the following documents have been completed by the Contractor. <ul style="list-style-type: none"> <li>• The contractors Intent to Pay Prevailing Wages form</li> <li>• The contractors Affidavit of Wages Paid form</li> </ul>
4	The Tacoma Power contract administrator submits a Notice of Contract Completion form to the following Washington State entities: <ul style="list-style-type: none"> <li>• Department of Labor and Industries</li> <li>• Department of Revenue</li> <li>• Employment Security Department</li> </ul>
5	The Tacoma Power contract administrator must receive releases from the following entities in order to complete the final payment: <ul style="list-style-type: none"> <li>• Washington State Department of Labor and Industries</li> </ul>

- Washington State Department of Revenue
- Washington State Employment Security Department
- City of Tacoma Clerk

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Tacoma Power contract administrator initiates the final payment to the contractor. A Retainage Payment Authorization form is sent to the City Accounts Payable department.

**END OF SECTION**

# **Scope of Work – Substation Grounding Retrofit: Deep Ground Electrode Installation**

## **1. General Description**

The Contractor shall furnish all labor and equipment to install deep vertical ground electrodes at various locations within the substation site. This includes drilling boreholes up to 80 feet deep and 4–6 inches in diameter, placing ground rods, backfilling with a Ground Enhancement Material (GEM).

The contractor shall be responsible for obtaining and maintaining all required well drilling permits.

**Note: This work involves highly specialized methods and equipment not typical of conventional electrical or civil construction. Contractors must have demonstrated experience in the drilling and installation of deep grounding including the handling of GEM and subsurface water.**

## **2. Work Included**

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

### **A. Mobilization and Site Preparation**

- Transport and mobilize all specialized equipment to the project site, including, but not limited to:
  - HBR Hutte Drill Rig (or equivalent)
  - CG-600 Grout Plant for GEM mixing
  - All-terrain forklifts (8k and 10k)
  - Skid steer or backhoe for spoils handling
- Conduct site walkdown and locate existing underground utilities before drilling.
- Establish safe entry, exit, and designated work zones with the help of Tacoma Power Crews.

### **B. Borehole Drilling and Ground Rod Installation**

- Drill vertical boreholes up to 80 feet deep and 4–6 inches in diameter at specified locations.
- Remove and store excavated soil for environmental testing and subsequent disposal or reuse by Tacoma Power.
- Install provided copper rods with couplers per project specifications and as detailed by the substation grounding layout drawing.
- Mix GEM (Ground Enhancement Material) with water per manufacturer's instructions and place into the borehole to fully encase each ground rod.
- Ensure each electrode installation meets depth and bonding specification or as instructed by Tacoma Power representatives.

### **C. Quality Assurance**

- Provide as-built drawings showing locations and depths of installed electrodes.
- Ensure all work is in full compliance with the safety/environmental procedures.
- Work must be coordinated closely with the Tacoma Power representative to maintain safety and operational integrity of the substation.
- All work is subject to inspection and approval by Tacoma Power representatives.

### **D. Demobilization and Cleanup**

- Remove all construction debris, excess material, and equipment from the site.
- Restore work areas to pre-existing or better conditions.

## **3. Contractor Qualifications**

To ensure quality and safety, only contractors with the following qualifications will be considered:

- Proven prior **experience with drilling deep ground electrode systems** in utility or substation environments.
- Use of **specialized equipment** for vertical drilling and GEM placement.
- Trained personnel with demonstrated knowledge of grounding systems, environmental compliance, and utility safety procedures.

Substation #1

# of Rods	Depth (ft.)	diameter (in.)	In GEM (4 in. diameter hole)
19	16	0.75	no
5	64	0.75	yes
4	40	0.75	yes
4	24	0.75	yes
2	24	0.75	no

Substation #2

# of Rods	Depth (ft.)	diameter (in.)	In GEM (4 in. diameter hole)
3	64	0.75	yes
5	40	0.75	yes
15	24	0.75	no
9	16	0.75	no

Substation #3

# of Rods	Depth (ft.)	diameter (in.)	In GEM (6 in. diameter hole)
9	80	0.75	yes
2	48	0.75	no
7	24	0.75	no
5	16	0.75	no

updated as of 7/24/25

## Scope

This work practice documents the estimated arc flash hazard for various voltage classes and locations in the Tacoma Power system and summarizes the use of flame resistant (FR) clothing.

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## Arc Flash Hazard & Boundary

### Arc Flash Hazard Explained

- Arc flash hazards are where second degree burns are likely to occur to exposed skin during an arc flash and is measured in calories per square centimeter ( $\text{cal}/\text{cm}^2$ ) (The measurement of heat transferred to a person's skin from an arc flash. A  $2 \text{ cal}/\text{cm}^2$  exposure can cause second degree (blister) burns).
- An arc flash hazard exists only while **work is being performed** on energized lines and equipment as listed in the tables of this Work Practice.

### Arc Flash Boundary Explained

- At the time that an arc flash hazard exists, those employees within 15 feet of the arc flash hazard, or within a walk-in or climb-in vault or metal-clad substation switchgear (or in the immediate vicinity of an access point), must be in the same level of protection as the worker(s) performing the work.
- 

## Reclosing & Relaying

### Reclosing

- Where available and applicable, reclosing must be tagged **off** and instantaneous overcurrent relaying must be enabled while performing work as listed in the tables of this Work Practice.
- Reclosing can be **on** or **off** when working downstream of a fused portion of the 600A main feeder without any change in the arc flash hazard.
- If reclosing is **on** when performing arc generating activities on an unfused portion of the overhead 600A main feeder, face protection is required.

### Relaying

- Reclosing can be **on** when operating gang-operated switches.
  - If it is known that some relaying, such as transformer or bus differential relaying, is out of service, please contact Power System Protection Engineering to determine if a special analysis should be performed.
-

### FR Clothing Requirements

#### Required FR Clothing

- 8 cal/cm<sup>2</sup> clothing minimum shall be worn as the outermost layer at all times (i.e. dock to dock) by the employees listed in T&D Staff Procedure T&D – 47, Appendix One. A job hazard analysis during the tailgate may determine an arc flash hazard does not exist and can reduce this minimum requirement to allow other clothing to be worn as the outermost layer.
- For arc flash hazards 40 cal/cm<sup>2</sup> and above, contact the T&D Safety Office for assistance for arc rated clothing and equipment.
- When working within the arc flash boundary, the **outermost layer** of clothing must have an arc rating not less than the estimated arc flash hazard as listed in the tables of this Work Practice.
- Shirt long sleeves must be down, buttoned and cover the wrists while employees are working inside the arc flash boundary.
- Power System Protection Engineering should be contacted for assistance in uncommon or unusual cases not addressed in this Work Practice.

#### Inner Layers

- Apparel worn under the outermost layer cannot be made from acetate, nylon, polyester, rayon and polypropylene, either alone or in blends, which can increase the extent of injury if the employee is exposed to an arc flash.
- Inner layers must be **completely** covered unless they have an arc rating not less than the arc flash hazard.

#### Face Protection



- Face protection is required as listed in the tables of this Work Practice. 20 cal/cm<sup>2</sup> and 40 cal/cm<sup>2</sup> faceshields are available.

#### Hand Protection

- Work gloves rated for the estimated arc flash hazard are required.


#### FR Clothing Care & Laundering

- Clothing and apparel should be kept clean and maintained to ensure its FR properties remain effective.
- FR-rated personal protective equipment shall be inspected before each use. FR clothing with holes, rips, or tears, or has a flammable substance on it shall be removed from service.
- Do not add or apply any material or chemical to FR clothing.
- If any lotion or spray (e.g. suntan lotion, insect repellent, etc.) is applied to the skin, they should be applied and allowed to dry before wearing FR clothing.
- FR clothing must be laundered according to the manufacturer's instructions.

## Arc Flash Hazards & FR Clothing

**W-GR-4030**


**Table A Line Worker Arc Flash Hazard Summary**

Voltage	Line / Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )	
230kV	<b>Transmission Lines, Substations and Switchyards</b>		3.0	
	Switching @ Cowlitz Substation	✓	8.0	
115kV	<b>Transmission Lines</b>		3.0	
	<b>Substations and Switchyards</b>		4.0	
15kV	<b>UG Distribution Feeders (UN-FUSED portions of 600A main feeder)</b>			
	Hilltop-3 and Stadium-6	✓	10.0	
	Clement, Crescent, Defiance, Elk Plain, Fredrickson, Hawthorne, Hilltop, Huson, Knoble, Nisqually, Stadium, Union, Westgate	✓	8.0	
	UG Feeder - Magnefix Switch Only	✓	20.0	
	All Other Feeders		4.9	
	<b>Equipment on Fused Laterals (UG or OH)</b> <i>Assumed protected by <u>maximum</u> 100T or 125E fuse</i>		2.1	
	<b>OH Distribution Feeders (UN-FUSED portions of 600A main feeder)</b>	See Note Below	4.9 <sup>[1]</sup>	
	Westgate-1 and Westgate-4	✓	6.0	
	<b>Action of Making/Breaking Feeder Tie</b>			
	Overhead Feeder <i>1Ø switching only, i.e. hook-op and in-line switches</i>	✓	13.0	
2.4kV – 4.16kV	<b>Padmount Transformer Secondaries</b>		4.9	
480V	<b>Panels Over 100A, Spot Networks and other exposures</b>	(Tables J and K)		
120V – 240V	<b>Padmount Transformer Secondaries, SSB's</b>		4.0	


<sup>[1]</sup> Face protection required if reclosing is ON. The Arc Flash Hazard can be as high as 8 cal/cm<sup>2</sup> with reclosing ON. Otherwise, face protection is not required.




**Table B Substation Arc Flash Hazard, Open Air**

Voltage	Line/Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
230kV	<b>Transmission Lines, Substations and Switchyards</b>		3.0
	Switching @ Cowlitz Substation	✓	8.0
115kV	<b>Transmission Lines</b>		3.0
	<b>Substations and Switchyards</b>		4.0
15kV	<b>Collins</b>		3.7
	<b>LaGrande, McChord, US Oil</b>		< 2.0
	<b>Northeast Autotransformer Bank 2 &amp; 3 Tertiary Windings</b>	✓	7.1


**Table C Magnefix Arc Flash Hazard**

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
15kV	UG Feeder - Magnefix Switch Only	✓	20.0

**Table D 2.4kV – 4.16kV Transformer Secondaries Arc Flash Hazard**

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
2.4kV – 4.16kV	Padmount Transformer Secondaries		4.9
	Olympic Pipeline Bank Secondary		1.3

**Table E 120/208/216/240 V Arc Flash Hazard <sup>[1]</sup>**

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
120V – 240V	Metal-Clad Switchgear and Motor Control Centers	✓	8.0
	Other Equipment		4.0
	Network Secondaries	✓	4.0

<sup>[1]</sup> See 2017 NESC, Table 410-1.




**TACOMA POWER**  
Tacoma Public Utilities

## Arc Flash Hazards & FR Clothing

November 14, 2023

**W-GR-4030**


**Table F Substation Arc Flash Hazard, 15kV Switchgear**

Substation	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	14.8
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	33.1
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	1.9
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	3.9
Bridgeport	✓	13.4
Browns Point	✓	14.8
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	13.1
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	29.0
Clement	✓	7.0
Clover Park	✓	5.4
Crandall	✓	9.2
Crescent	✓	17.0
Croft	✓	9.7
Custer	✓	16.4
Defiance	✓	4.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	4.7
Elk Plain	✓	14.1
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.9
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.7
Flett	✓	5.9
Fredrickson	✓	10.9
Gove	✓	7.5
Graham	✓	16.8
Hawthorne	✓	7.5
Highland	✓	7.8
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	19.2
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	41.8
Huson	✓	13.9
Hylebos	✓	6.0
Knoble	✓	8.9
Lacamas	✓	15.8
Lidford	✓	6.5
Lincoln	✓	8.3
McNeil	✓	11.7
Menlo	✓	16.1


## Arc Flash Hazards & FR Clothing

**W-GR-4030**

**Table F Substation Arc Flash Hazard, 15kV Switchgear (cont.)**

Substation	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
Milwaukee	✓	2.8
Mountain	✓	2.5
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	21.6
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	44.2
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	15.0
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	32.7
Old Town	✓	6.4
Orchard	✓	10.4
Polk	✓	7.8
Portland	✓	10.1
Roosevelt	✓	13.2
Stadium	✓	13.5
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.7
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.2
Sunset	✓	9.1
Union	✓	17.6
University	✓	6.2
Wapato Bank 1	✓	8.0
Wapato Bank 2	✓	20.5
Westgate	✓	22.6

**Table G Wynoochee Arc Flash Hazard**

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
34.5kV	Switchgear w/ Generator online	✓	7.0
	Switchgear w/ Generator offline	✓	4.0
13.8kV	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.6
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.4
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	11.4

## Arc Flash Hazards & FR Clothing

**W-GR-4030**


**Table H Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment**

Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
Alder	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.9
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	12.4
LaGrande	6.6	Arcs in Open Air		2.4
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	7.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	13.5
LaGrande	13.8	Arcs in Open Air		2.3
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	5.0
Cushman #1	13.2	Arcs in Open Air		1.1
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.7
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	2.3
		Arcs in Enclosures between the generator and (including) generator breaker – generator <u>online</u>	✓	13.9
Cushman #2	12.6	Arcs in Enclosures between step-up transformer and (not including) generator breakers	✓	11.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	6.1
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	22.4

## Arc Flash Hazards & FR Clothing

**W-GR-4030**



**Table H Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment (cont.)**

Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
North Fork	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	1.7
Mayfield	13.8	Bank 1/Units 42-44, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	12.4
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	11.0
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	51.0
		Bank 2/Unit 41, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	5.0
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.7
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	16.9
Mossyrock	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	22.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	10.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	117.5 Arc Flash Boundary = 23 feet

## Arc Flash Hazards & FR Clothing


**W-GR-4030**

**Table J 480V Panels and Spot Networks Arc Flash Hazard, Over 100A**

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )	
External Link Boxes for Network Protectors	Generic	✓	4.0	
Northeast Substation Station Service Panels over 100A	Northeast Sub – (5758T)	✓	9.3	
Northeast Substation Station Service Panels over 100A	NE Sub – Bank 2 Tertiary	✓	1.1	
	NE Sub – Bank 3 Tertiary	✓	1.3	
Oil Processing and Storage Facilities Panels over 100A	Southwest Sub	✓	17.8	
	Northeast Sub	✓	16.5	
<b>Network Protectors St. Joseph Hospital</b>	<b>Face Protection Required</b> 	<b>Hazard (cal/cm<sup>2</sup>)</b>		
		<b>Working Distance<sup>[1]</sup></b> <b>24"</b>	<b>Working Distance<sup>[1]</sup></b> <b>36"</b>	<b>Working Distance<sup>[1]</sup></b> <b>48"</b>
Utility Vault	✓	50.9	31.6	20.7
Tower Vault	✓	40.2	23.5	15.4
Vault at Russel Pavilion (NP Banks 3 & 4)	✓	49.9	30.5	19.9

<sup>[1]</sup> Working Distance is the distance from the arc to the worker's body, excluding arms.

**Table K 480V Other Equipment Arc Flash Hazard (Generic)<sup>[1]</sup>**

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm <sup>2</sup> )
Self-Contained Meters and Cabinets <sup>[2]</sup>	Generic	✓	20.0
Metal-Clad Switchgear and MCCs	Generic	✓	40.0
Pedestals, Pull Boxes and Hand Holes	Generic	✓	8.0
Other 480V Equipment	Generic	✓	4.0

<sup>[1]</sup> See 2017 NESC, Table 410-1.

<sup>[2]</sup> Self-contained 480V meters are assumed 200A or less (CL200) and installed in single-socket meter panel applications. If found installed on a multi-socket panel configuration, Power System Protection Engineering should be contacted to determine arc flash hazard.

# nVent ERICO Quickfill and nVent ERICO GEM



## GROUND ENHANCEMENT FOR EVERY APPLICATION

Increase the effectiveness of your grounding system in areas of poor conductivity with ground enhancing solutions from nVent ERICO. Whether your application has rocky ground, mountain tops or sandy soil, nVent ERICO Quickfill and nVent ERICO GEM have you covered.

Achieve the target resistance of your application through a premium cement-based conductive material such as GEM, or a convenient low-dust, no-mix backfill with Quickfill. Both are maintenance-free after installation.

To achieve a low grounding system resistance target in a critical application, GEM has you covered. To improve your grounding system resistance or meet a target resistance with minimal equipment on site, Quickfill is the convenient solution for you.

nVent ERICO offers an online calculator for Quickfill and GEM that provides resistivity values for common applications and can help estimate the amount of Quickfill or GEM required for an installation. The calculator is available for use on our website at ERICO.com.

### QUICKFILL



- Convenient, no-mix install
- Low dust formulation
- No water required for installation
- Quick installation - no tools or special equipment required
- Immediate resistance measurements
- Easy-to-handle 25 lb (11.3 kg) bags enables one-person install
- Seasonal variability

### GEM



- Cement-based formulation
- Theft-deterrent after cure
- Fully IEC 62561-7 compliant
- Resistance measurement in three days
- Fully cures within 28 days
- Premium product, best-in-class of this type of product
- Bag with handles or plastic bucket with locking lid
- No seasonal variability

### APPLICATIONS



Utility



Commercial and Industrial





Telecom



Rail

# Product Comparison

## nVent ERICO Quickfill and nVent ERICO GEM

	Quickfill	GEM
<b>Applications</b>		

### Core Differentiators

Material	Carbon	Carbon/Cement
<b>IEC 62561-7 certification</b>		
Resistivity - Soil box	25 Ω-cm ●	20 Ω-cm ●
Leaching - EPA 1311/EN12457-2	Passed ●	Passed ●
Sulfur - Relevant to corrosion	< 2% ●	< 2% ●
Corrosion - Linear polarization	> 1.5 Ω-m <sup>2</sup> ◐	> 8 Ω-m <sup>2</sup> ●
<b>Low-dust</b>	Yes ●	No ○
<b>Dust mask recommended</b>	No ●	Yes ○
<b>Time to install one 8-foot ground rod</b>	< 1 minute ●	> 5 minutes ◐
<b>Mix with water to install</b>	No ●	Recommended ◐
<b>Ideal cure time before measurement</b>	0 days ●	3 days ◐
<b>Hard-set</b>	No ◐	Yes ●
<b>Theft-deterrent benefits</b>	No ○	Yes ●
<b>Resists seasonal variability</b>	No <sup>1</sup> ○	Yes ●

<sup>1</sup> Dry ground enhancement materials are more sensitive to seasonal variability than cement-based materials.



Our powerful portfolio of brands:

**CADDY ERICO HOFFMAN RAYCHEM SCHROFF TRACER**



# 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 CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. 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
- 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 Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 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 incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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. 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)

#### 3.2 Commercial (Business) Automobile Liability Insurance

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

#### 3.3 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.

#### 3.4 Employers' Liability Insurance

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

#### 3.5 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

#### 3.6 Pollution Liability Insurance



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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.

### 3.7 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 improvements.

### 3.8 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:

- 3.8.1 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
- 3.8.2 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
- 3.8.3 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site
- 3.8.4 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
- 3.8.5 Contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance
- 3.8.6 Grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided
- 3.8.7 Include coverage for the testing and startup of the building's operating systems
- 3.8.8 Include coverage for City of Tacoma's loss of use or business interruption arising out of a covered loss which delays completion
- 3.8.9 Include resultant damage coverage for loss due to faulty workmanship and defective material
- 3.8.10 Include coverage for startup and testing
- 3.8.11 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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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work. The policies shall provide such waivers by endorsement or otherwise.

### 3.9 Other Insurance

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

**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

**SIGNATURE PAGE**

**CITY OF TACOMA  
TACOMA POWER/TRANSMISSION & DISTRIBUTION**

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

**REQUEST FOR BIDS SPECIFICATION NO. PT25-0237F  
MULTIPLE SUBSTATION RETROFIT**

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

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

**Non-Collusion Declaration**

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

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

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

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

## **PROPOSAL - VENDOR QUALIFICATION**

- State the number of years the contractor has been providing services of a similar scope to those outlined in this Specification. See Minimum Requirements (Section # 1) for minimum qualifications allowed.

**Years**

\_\_\_\_\_

- Does the contractor have a dedicated safety officer and safety plan/program in place for staff?

<b>YES</b>	
<b>NO</b>	

List the Safety Officer name and contact information :

\_\_\_\_\_

- If requested, can the vendor provide references for projects completed in the last five (5) years?

<b>YES</b>	
<b>NO</b>	

- Does the respondent have a complete understanding of the Scope of Work requested? Does the vendor agree to only submit Change Orders for items that could not have been foreseen prior to bid submittal? (If a pre-bid meeting was not requested or attended, City of Tacoma reserves the right to determine changes allowed)

<b>YES</b>	
<b>NO</b>	

Name of Representative :

\_\_\_\_\_

## **SUB-VENDOR DATA SHEET**

SUB-VENDOR NAME AND ADDRESS	CONTACT NAME	TELEPHONE NUMBER	DESCRIPTION OF WORK PROVIDED



**Specification PT25-0237F  
Multiple Substation Retrofits**

**PROPOSAL - PRICING SHEET**

<b>Item #</b>	<b>Description of Work</b>	<b>Scope of Work Section</b>	<b>Estimated Portion of Work</b>	<b>Lump Sum to include all work performed under each section inclusive of labor &amp; equipment</b>
1	Mobilization & Site Prep	A	15%	\$
2	Borehole Drilling & Ground Rod Installation	B	60%	\$
3	Quality Assurance	D	15%	\$
4	Demobilization & Clean-Up	E	10%	\$
<b>Total for Announcing at Bid Opening (Evaluation per Item 11)</b>				\$
<b>Sales Tax @ 10.3%</b>				\$
<b>Total Including Tax</b> (Actual tax will be based upon location of the work)				\$



**Specification PT25-0237F  
Multiple Substation Retrofits**

**PROPOSAL - PRICING SHEET CONT.**

<b>2<sup>ND</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 2<sup>nd</sup> year</b> , to be applied on anniversary date of award. A maximum of 5% will be allowed. See Section 6 - Measurement and Payment, Paragraph 6.03.	All Items	%
<b>3<sup>RD</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 3<sup>rd</sup> year</b> , to be applied on anniversary date of award. A maximum of 5% will be allowed. See Section 6 - Measurement and Payment, Paragraph 6.03. Per Section 4.05.3 – Two (2) one year contract extension(s) may be considered subject to mutual agreement per the same contract terms and conditions. This would be the first renewal.	All Items	%
<b>4<sup>TH</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 4<sup>th</sup> year</b> , to be applied on anniversary date of award. A maximum of 5% will be allowed. See Section 6 - Measurement and Payment, Paragraph 6.03. Per Section 4.05.3 – Two (2) one year contract extension(s) may be considered subject to mutual agreement per the same contract terms and conditions. This would be the second renewal.	All Items	%



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 \_\_\_\_\_

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## 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:

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

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

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\_\_\_\_\_, 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 (**January 6, 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



**APPENDIX C**

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample Non-Disclosure Agreement

A similar document will be required to be signed by all attendees prior to information regarding the Mandatory Pre-Bid meeting will be released

## 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.

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- 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</i> to the agency <i>by this action</i> : \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(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. [Enter Reso # Here]  
Bond No.

That we, the undersigned, [Supplier name] \_\_\_\_\_  
as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,  
[\$dollar value], plus any applicable taxes \_\_\_\_\_, 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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 waivers 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. [Enter Reso # Here]  
Specification No. [Enter Spec # Here]  
Contract No. [Enter Contract # Here]

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: [Supplier name]

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]  
Bond No.

That we, the undersigned, [Supplier Name] \_\_\_\_\_  
as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of  
\$[dollar value], plus any applicable tax, 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. [Enter Spec # Here] \_\_\_\_\_  
Specification Title: [Enter Spec Title Here] \_\_\_\_\_  
Contract No. [Enter Contract # Here] \_\_\_\_\_

(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: [Supplier name]

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **AGREEMENT** dated as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between **City of Tacoma, Department of Public Utilities** (“Tacoma”), and **[Company Legal Name]** **[Form and Jurisdiction of Formation]** (“**[Abbreviated name]**”) (each, individually, a “Party” and, collectively, the “Parties”).

**WHEREAS**, the Parties anticipate the need to share information with each other of a proprietary and confidential nature in connection with **[brief description of project or nature of discussion]** (“Purpose”); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Confidential Information (as such term is defined below) to the other Party in connection with the Project subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

**A. Confidential Information.** The term “Confidential Information” means all non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Representatives to Recipient or its Representatives in connection with the Project that is (a) Personally Identifiable Information, (b) in the case of written and/or electronic information, data, documents, records and/or materials, clearly marked or otherwise identified as “confidential” or “proprietary,” (c) in the case of oral disclosures, information identified at the time of disclosure as confidential and/or proprietary and confirmed in writing as such by the Disclosing Party within ten (10) calendar days of the disclosure to Recipient.

“Confidential Information” shall not include information that:

- (a) was known to or in possession of the Recipient without breach of any contractual, fiduciary, or other obligations prior to disclosure by Disclosing Party;
- (b) is part of the public domain on the date of disclosure or thereafter enters the public domain without any breach of this Agreement by Recipient or its Representatives;
- (c) is rightfully acquired by Recipient or its Affiliates from a third party who is not under any non-disclosure obligation with respect to said Confidential Information; or
- (d) can be demonstrated to have been independently developed by Recipient or its Affiliates independent or without reference to the Confidential Information.

**B. Recipient.** The term “Recipient” means a Party to which the other Party or its Representatives discloses Confidential Information.

**C. Disclosing Party.** The term “Disclosing Party” means the Party disclosing Confidential Information in its possession, or on whose behalf Confidential Information is disclosed, to Recipient.

**##. Personally Identifying Information.** The term “Personally Identifying Information” means any information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means and includes, without limitation (a) a Tacoma customer’s name, street address, mailing address, telephone number(s), email address(es), birthdate, and social security number; (b) account number(s) – including Tacoma Power, Water or other Tacoma Public Utility account(s), numbers of bank account(s) and/or credit card account(s); (c) passwords; (d) utility account balances and payment history; (e) any information received by Tacoma for identification purposes such as a driver’s license, driver’s license number(s), or a passport; (f) information collected to establish creditworthiness; (g) income; (h) household information collected when applying for a low-income or other discount rate program(s); (i) energy conservation program information including one or more of the above; and (j) meter identifiers and interval/utility usage data that is combined with any of the other information set forth above.

**D. Representative.** The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisers and financial advisers of such Party and its Affiliates.

**E. Affiliate.** The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

**F. Person.** The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

**2. Use of Confidential Information.** Recipient agrees to receive and use all Confidential Information in strict confidence and shall exercise reasonable care to maintain the confidentiality and secrecy of the Confidential Information. Recipient shall restrict access to the Confidential Information solely to Recipient’s Representatives to the extent they have a need to know such Confidential Information for the Purpose contemplated by this Agreement. Said Representatives agree to observe and comply with the Recipient’s obligations under this Agreement with regard to Confidential Information. Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives. Except to the extent expressly permitted by this Agreement, Recipient shall not divulge Confidential Information to any third party without the prior written consent of Disclosing Party.

**3. Prohibited Use.** Recipient shall not use any Confidential Information disclosed by the Disclosing Party, for:

(a) its own or any third party’s commercial advantage or benefit without the prior written approval of Disclosing Party in each instance,

(b) for any marketing purposes, and/or

(c) in violation of commercial and/or ethical standards applicable to Recipient's industry.

**4. Exclusions.** This Agreement shall not apply to Confidential Information that:

(a) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by Recipient or any of its Representatives,

(b) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by or on behalf of Disclosing Party hereunder,

(c) is rightfully acquired by Recipient or its Affiliates from a third party who is not under any obligation of confidence with respect to such Confidential Information, or

(d) is developed by Recipient or its Affiliates independently of the Confidential Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

**5. Production of Confidential Information.**

**A. Law or Regulation.** Parties acknowledged that Recipient may be required by law, (including, without limitation, with respect to Tacoma the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act")), or by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose Disclosing Party's Confidential Information.

**B. Notice.** In the event of such a request or requirement for disclosure, Recipient shall provide Disclosing Party with prompt notice, but in no event more than ten (10) business days, of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. All expense of any such litigation shall be borne by Disclosing Party, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure.

**C. Production.** If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Confidential Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement.

**6. Scope of Use.** Recipient shall, and shall cause each of its Representatives to, use Confidential Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not, and shall not cause or permit its Representatives to, use, directly or indirectly, any Confidential Information for any other purpose without Disclosing Party's prior written consent.

**7. Obligation to Notify.** Recipient shall be liable for any breach of this Agreement by Recipient or any of its Representatives. Recipient shall notify Disclosing Party immediately upon discovery of any unauthorized access, use, or disclosure of Confidential Information whether by Recipient, its Representatives, or any third party, or any other breach of this Agreement. Recipient will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use, including but not limited to pursuing court proceedings to restrain Recipient's Representatives, employees, consultants, or agents, or any third party from unauthorized use or disclosure of Confidential Information.

**8. No Representations; No Rights Conferred.** ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" WITH ALL FAULTS. DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY, COMPLETENESS OR RELIABILITY OF ANY SUCH CONFIDENTIAL INFORMATION; ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. NEITHER DISCLOSING PARTY NOR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF, OR RELIANCE UPON, THE CONFIDENTIAL INFORMATION BY RECIPIENT OR ITS REPRESENTATIVES. NEITHER RECIPIENT NOR ITS REPRESENTATIVES SHALL ACQUIRE ANY RIGHTS IN CONFIDENTIAL INFORMATION BY VIRTUE OF ITS DISCLOSURE HEREUNDER. NO LICENSE TO RECIPIENT OR ITS REPRESENTATIVES UNDER ANY TRADEMARK, PATENT, OR OTHER INTELLECTUAL PROPERTY RIGHT IS EITHER GRANTED OR IMPLIED BY THE DISCLOSURE OF CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

**9. Return or Destruction of Confidential Information.** Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Confidential Information, including copies and abstracts thereof, within 30 days of a written request by Disclosing Party or within 30 days of termination of this Agreement. The foregoing notwithstanding, Recipient may retain any copies of Confidential Information, regardless of whether such copies are in original form:

- (a) that is included in any materials that document a decision not to proceed with a transaction with Disclosing Party, or otherwise to cease discussions or negotiations with Disclosing Party;
- (b) as may be required to comply with any applicable federal, state or local law, regulation or regulatory authority to which Recipient is subject; or
- (c) that are maintained as archive copies on Recipient's disaster recovery and/or information technology backup systems. Such copies will be destroyed upon the normal expiration of Recipient's backup files.

Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to any such Confidential Information retained in accordance with this Section 8.

**10. No Partnership, Etc.** Nothing contained herein shall bind, require, or otherwise commit either Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any Confidentiality and Nondisclosure Agreement  
Tacoma Public Utilities / [Party]

discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Confidential Information in violation of the terms of this Agreement. The terms of this Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Confidential Information.

**11. Term and Termination.** Recipient's duties of confidentiality as set forth herein shall have a term of three (3) years from the Effective Date (the "Term"). Either Party may terminate this Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Confidential Information disclosed prior to such termination.

**12. Injunctive Relief.** The Parties acknowledge that a breach of this Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate, and that Disclosing Party is therefore entitled to seek injunctive relief as well as such other remedies as may be provided by law to prevent a breach of this Agreement.

**13. Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of Washington for the purpose of interpretation and enforcement of this Agreement.

**14. Amendments.** This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of each of the Parties.

**15. Assignment.** This Agreement may not be assigned without the express written consent of both of the Parties hereto.

**16. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

**18. Consents and Waivers.** Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

**19. No Use of Logos, Etc.** Neither Party will use any logo or trademark of the other Party in any manner (including, without limitation, in any advertising or promotional material) without the express prior written authorization of such other Party, which authorization may be withheld in such other Party's sole discretion.

**20. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or in electronic format (".pdf" or ".tif") shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

**21. Notices.** Where written notice is required by this Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To [Party]:  
[address]  
email address:

To Tacoma:  
[address]  
email address:

**22. No Publicity.** Neither Party shall (and each Party shall ensure that its Representatives do not) issue any press release or make any other public announcement regarding the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

TACOMA POWER

[PARTY ]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
Name:  
Deputy City Attorney  
City of Tacoma