PROPOSAL

NO. PG15-0409F

AUGMENTED LABOR & MAINTENANCE SERVICES
CITY OF TACOMA

REQUEST FOR PROPOSALS (RFP)

NO. PG15-0409F

TACOMA POWER

AUGMENTED LABOR AND MAINTENANCE SERVICES

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
TACOMA POWER

William A. Gaines, Director of Utilities/CEO
Chris Robinson, Power Superintendent/COO

Date: Tuesday, August 18, 2015

Each proposal to be enclosed in a sealed envelope bearing the superscription

“Tacoma Power – Augmented Labor and Maintenance Services"
City of Tacoma
Department of Public Utilities – Tacoma Power

REQUEST FOR PROPOSALS
PG15-0409F

Augmented Labor & Maintenance Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 18, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:
City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held on Tuesday, August 11, 2015, 9:00 a.m., at the Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma WA 98409, in the Ground Floor Conference Room (ABN-G1).

Project Scope: Provide augmented labor and maintenance services to supplement Tacoma Power staff.

Estimate: $2,500,000 - $3,000,000

Additional Information: Requests for information regarding the specifications may be obtained by email to Joe Parris at jparris@cityoftacoma.org.

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

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

DEPARTMENT OF PUBLIC UTILITIES

TACOMA POWER

REQUEST FOR PROPOSAL
PG15-0409F

AUGMENTED LABOR AND MAINTENANCE SERVICES

AUGUST 2015
REQUEST FOR PROPOSAL

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2. Appendices
   A. Special Notice to Bidders
      Signature and Proposal Sheets
      State Responsibility and Reciprocal Bid Form
   B. List of Questions
   C. General Provisions
   D. Special Provisions
3. Bid Bond
4. Subcontractor List
5. SBE Special Reminder to All Bidders
6. SBE Goal Utilization Form
7. Prime Contractor’s Pre-Work Form (SBE)
8. Small Business Enterprise (SBE) Regulations
9. Insurance Certificate Requirements
10. Performance Bond
11. Sample Contract
12. Contractor Performance Review
13. General Release
14. Local Employment and Apprenticeship Training Program (LEAP)
15. Local Resident/WA State Apprentice Verification Form
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17. Statement of Intent of Pay Prevailing Wages (Sample Form)
18. Affidavit of Wages Paid (Sample Form)
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I. INTRODUCTION

The City of Tacoma, Department of Public Utilities, Light Division (dba Tacoma Power) is soliciting for a Request for Proposals (RFP) from qualified firms to furnish labor and supervision to perform maintenance, repair, renovation, and other mutually agreed upon work at Tacoma Power’s facilities, including without limitation hydroelectric generation plants and other facilities, as authorized by Tacoma Power. The contract(s) resulting from this RFP will also allow for the hiring of craft and professional contract staff and material procurement as may be required by Tacoma Power.

It is Tacoma Power’s intent to award by December 2015, a three (3) year contract resulting from this RFP, to begin January 1, 2016, with one (1) two-year option to extend the term if mutually agreed upon, but this shall not be deemed to create any obligation by Tacoma Power. The initial award and extensions are subject to Public Utility Board approval.

Tacoma Power has utilized this style of contract services at a rate of approximately $950,000 per year for over 20-years. The rate of use of these services is largely dictated by the amount of unplanned work and thus is not guaranteed and may be significantly less.

Questions from prospective Proposers may be submitted via e-mail to:

Joe Parris, Senior Buyer   Toby Brewer
City of Tacoma / Finance–Purchasing   Tacoma Power/Generation
253-502-8103   253-502-8530
jparris@cityoftacoma.org    tbrewer@cityoftacoma.org

Questions must be received by 4:00 p.m. PST, Tuesday, August 11, 2015. The City will not be responsible for unsuccessful email submittals. No further questions will be accepted after 1:00 pm on that day.

Answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about 5:00 pm, Wednesday, August 12, 2015. It is your responsibility to check the website. These answers are not considered an addendum.

II. BACKGROUND

Tacoma Power is a municipal utility providing electric and telecommunication services to the City of Tacoma and other nearby cities and unincorporated areas of Pierce County. We operate seven major hydroelectric projects located in Pierce, Lewis, Thurston, Grays Harbor and Mason Counties. Tacoma Power is a division of Tacoma Public Utilities and is governed by a 5-member Public Utilities Board.

The primary purpose of this contract is to provide skilled craft labor personnel to augment and work alongside Tacoma Power employees to complete an array of complex and critical projects at our hydroelectric generating plants and other Tacoma Public Utilities facilities. It is also used in lieu of fixed cost bidding when bidding would carry unusually high risks or when regulatory requirements cannot be met by any other practical means. Tacoma Power has found the mix of contract and City forces to be an effective way of controlling costs and receiving the best product.

III. PROJECT SCOPE

A. SCOPE OF WORK/SERVICES

The selected maintenance services contractor will work with and supplement Tacoma Power’s staff in maintaining, repairing and renovating Tacoma Power and Tacoma Public Utilities facilities and equipment.
Work includes, but is not limited to the following:

1. American Society of Mechanical Engineers (ASME) code welding.
2. Water pump and compressor rebuilding.
3. Metal component fabrication.
4. Structural steel rigging and erection.
5. General hydroelectric machine mechanical work.
6. Troubleshooting of pneumatic and mechanical equipment.
7. Major and minor repairs to hydroelectric turbines.
8. Major and minor repairs of electrical generators.
10. Support services, such as material purchasing and equipment rental.
11. All associated trades required for general construction, remodeling and building maintenance work, including carpentry, concrete, electrical and including those other trades as listed above.
12. Provide other services as required by Tacoma Power and as mutually agreed upon.

In addition, there may be times when Tacoma Power will require temporary contract craft and professional staff not covered in the maintenance services proposal. These staff personnel must be individually approved by Tacoma Power and will work in Tacoma Power facilities under Tacoma Power’s supervision. Salary and benefits will also be agreed to between Tacoma Power and the contractor prior to assignment.

B. WORK PLAN

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

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

The following sections describe the services that the selected maintenance services contractor will be requested to provide. The following generally defines the work involved in each task.

1. TASK I – PROJECT ASSIGNMENT

The contractor will receive maintenance requests for individual projects and tasks (which establish job tracking and accounting numbers).

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

2. TASK II – PROJECT MANAGEMENT

The maintenance services contractor will generally coordinate his own work and shall provide a qualified, hands-on, working superintendent. Schedules, timelines, and priority of work will be coordinated with the Construction Coordinator.
Tools and equipment owned by the City may be made available for use by the maintenance services contractor. Equipment or tools not available may be purchased or rented through other City contracts or vendors, or through the maintenance services contractor as provided for in the final contract. Any tools purchased shall remain property of the City.

3. TASK III – COMPLETION OF WORK AND INSPECTION

In this task, the contractor shall complete assigned projects in accordance with the technical plans and specifications, and in compliance with all applicable federal, state and local codes, regulations, and permits, as well as industry codes and standards. These shall include, but are not limited to:

a. International Building Code (IBC)
c. American Institute of Steel Construction (AISC)
d. National Electrical Code (NEC)
e. National Electrical Safety Code (NESC)
f. American Welding Society (AWS) D1.1
g. Washington Industrial Safety and Health Act (WISHA)/Occupational Safety and Health Act (OSHA)

The maintenance services contractor will be responsible for actions of its employees causing any contamination or spill of hazardous materials, including, but not limited to, spill reporting, containment, and cleanup. Tacoma will be responsible for actions or directions of its employees. Tacoma Power intends to provide initial direction and perform day-to-day inspections as necessary.

IV. PROJECT LEAD / ENGINEER

The project lead shall be herein referenced as engineer in these specifications. The selected proposer shall coordinate contractual items with the engineer throughout the contract period.

V. PRE-PROPOSAL MEETING

All proposers are invited to attend a pre-proposal meeting on Tuesday, August 11, 2015, at 9:00 a.m. at Tacoma Public Utilities, Administration Building North (ABN), 3628 South 35th Street, Tacoma, Washington 98409, in the Ground Floor Conference Room (ABN – G1). Confirm your attendance via email to jparris@cityoftacoma.org.

If you are unable to attend this meeting, please call the Small Business Enterprise (SBE) Office, at 253-591-5224 or the LEAP (Local Employment Apprenticeship Program) Office, at 253-591-5826 for instructions in filling out the forms or for questions concerning the SBE and LEAP Programs.

PROPOSAL CLARIFICATION

Any Proposer may be notified to clarify their proposals. This action shall not be construed as negotiations or an indication of intentions to award. Due to the timeliness of the project, the Proposer must be able to provide the information within 48 hours notice.

RESPONSIVENESS

Proposals and pricing must allow up to ninety (90) days for acceptance by the City from the RFP due date.
All proposals received by the City will be reviewed to determine compliance with the requirements and instructions specified in this RFP.

The Proposer is specifically notified that failure to comply with any part of the RFP, including but not limited to failure to submit the requested information, may result in rejection of the proposal as non-responsive.

VI. PROJECT LOCATION

The work is expected to be located at any and/or all of the Tacoma Power facilities including the Cowlitz River Project, the Cushman Project, the Nisqually River Project, and the Wynoochee Hydroelectric Project. Tacoma Power is also required to perform work associated with fish collection at the Cowlitz Falls Hydroelectric Project that is owned by the Lewis County Public Utility District. As such, some of the work associated with this Contract, is expected to occur at that facility. These hydroelectric projects are located in Lewis, Mason, Pierce, Thurston, and Grays Harbor Counties, Washington. See attached location sketches.

VII. SCHEDULE

The schedule for this proposal is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP</td>
<td>August 3, 2015</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>August 11, 2015</td>
</tr>
<tr>
<td>Open Proposals</td>
<td>August 18, 2015</td>
</tr>
<tr>
<td>Clarification of Work Meeting</td>
<td>August 30 - September 10, 2015</td>
</tr>
<tr>
<td>Public Utility Board Meeting</td>
<td>September 23, 2015</td>
</tr>
<tr>
<td>Finalize Contract</td>
<td>November 1, 2015</td>
</tr>
<tr>
<td>Notice to Proceed with Identified Tasks</td>
<td>January 1, 2016</td>
</tr>
</tbody>
</table>

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

VIII. PROPOSAL GUIDELINES

Those firms who want to be considered must provide in their proposals the specific information requested in Section XI – Proposal Format.

To facilitate the evaluation process, organize your firm’s proposal according to the following subjects and limit the proposal to 20 pages, exclusive of resumes, technical submittals, answers to questions listed in Appendix B – List of Questions and any required SBE/LEAP forms. Firms are strongly encouraged to use recycled/recyclable products and both sides of the paper, whenever appropriate.

IX. PROPOSAL FORMAT

Tacoma Power is not liable for any costs incurred by the contractor in preparing or presenting its proposal. All written submittals will become part of Tacoma Power’s file, which is subject to public disclosure pursuant to Chapter 42.17 RCW; however, to the extent that proprietary design data is not subject to public disclosure, that data will not be disclosed.
Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. If the contractor disagrees with Tacoma Power’s decision that certain data must be made available to the public for review, it is the contractor’s responsibility to immediately initiate and pay the cost of any legal action necessary for this purpose.

Responses to this RFP must include a discussion of the intended procedures to address the tasks within the scope of work. All submissions must clearly indicate any inability to fully comply with the requirements as detailed in this document. As a minimum, the Proposer shall answer the questions included in Appendix B.

Proposals need not be voluminous, but shall provide sufficient information to allow the City to evaluate the contractor’s approach, design, experience and staff availability to complete all work as contained in this RFP. To facilitate review of the RFP, Proposers are asked to submit their response in the order listed below.

A. **Statement of Qualification - Firm or Individual:** Describe the general experience and expertise your firm has had with similar work. Provide a list of references.

B. **Work Scope** - Separately describe specific experience your firm has with work identified in Section III – Project Scope.

C. **Project Management/Staff:** Provide resumes of superintendent and key staff who would be directly involved in tasks listed in Section III - Project Scope and covered by this RFP. Describe the approach your firm would use in supervising and scheduling these tasks. Additional resume, applicable licenses, certificates and credential information should be included in a separate section of the proposal. Identify the location of your company’s local headquarters and ability to meet Tacoma Power’s timing and response expectations.

D. **Fees and Charges:** Prepare a billing schedule showing the proposed cost and reimbursement structure including any per diem cost for work at remote locations and future price escalations. Also list any other charges (for example mileage, reproduction, etc.) that will be billed to Tacoma Power and the multipliers that will be used. Include how taxes and overhead shall be calculated for comparison between the various proposals. Proposer should exercise reasonable care in project estimate, as it will be a factor in the proposal evaluation.

E. **Diversity:** Tacoma Power values diversity in the workforce of those who contract with the City. Tacoma Power recognizes and appreciates that individuals are different and that diversity is an advantage.

   Tacoma Power encourages any firm contracting with Tacoma Power to do the same. The proposal shall include completion of the attached “Prime Contractor’s Pre-work Form” as evidence of every good faith effort to comply with applicable Federal, State, and local regulations. For further information, contact the Small Business Enterprise (SBE) Office at 253-591-5224.

F. **Small Business Enterprise (SBE):** Please detail in your proposal whether your firm meets any of the following criteria:

   - Respondent qualifies as a City of Tacoma SBE Certified firm.
   - Respondent will partner with a qualified City of Tacoma SBE firm.
   - Respondent is either a Disadvantage Business Enterprise (DBE) or Minority and Women Businesses (M/WBE) Certified firm.
• Respondent will partner with a qualified DBE and/or State of Washington M/WBE Certified firm.

G. **Ability to Actively Pursue the Proposed Work:** A statement that clearly states the Contractor’s ability to accept responsibility for completing the proposed services in view of the firm’s current and projected workload.

H. **Sample invoices for sample work item:** example – *Generator cleaning along side a journeyman plant mechanic.*

I. **Sample invoice showing multiple projects:** Provide sample invoice with multiple trades in multiple tax jurisdictions.

J. Contractor’s statement of their ability and commitment to require all employees working on Tacoma Power’s facilities to only receive payments through direct deposit.

K. **Remainder of Proposal:** The remainder of the proposal may be structured as desired by the contractor (firm) and should include:

   1. Any suggestions as to a change in the scope of work, tasks, schedule or additional recommendations.
   2. A listing and qualifications of any sub-contractor(s) who may reasonably be expected to be used during the work or that the contractor recommends be included in the team.

L. **Appendix B – List of Questions**

M. **Submittal forms:**

   1. Proposal Pages (Appendix A)
      a. Signature Page
      b. State Responsibility and Reciprocal Bid Preference
      c. Maintenance Services Proposal
      d. Bid Bond: A bid bond shall be provided by the Contractor in the amount of $25,000.00 to represent the five (5) percent requirement of an estimated $500,000 annual contract value.

   2. List of Questions (Appendix B)
   3. Exceptions taken to the General Provisions (Appendix C)
   4. Exceptions taken to the Special Provisions (Appendix D)
   5. Subcontractor’s List
   6. Prime Contractor’s Pre-work Form

**X. CONTRACTOR SELECTION PROCESS**

Evaluation Criteria – Evaluation of responses to this RFP will be performed by a Selection Advisory Committee (SAC) consisting of employees within the Tacoma Power. The submittals will be evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications and Experience</td>
<td>15</td>
</tr>
<tr>
<td>Staff and Availability of Resources</td>
<td>10</td>
</tr>
<tr>
<td>Approach and Methodology</td>
<td>15</td>
</tr>
</tbody>
</table>
Contract(s) will be awarded to the lowest and best responsive proposer as determined by the SAC. After initial screening of RFPs by the SAC, the selected finalist or finalists may be invited for an interview(s). After the firm is selected by the City, all other proposers will be notified. A contract will be negotiated with the selected firm and then presented to the Public Utility Board for approval. If a contract cannot be negotiated, the City reserves the right to begin negotiations with other proposers. Final award is subject to Utility Board approval.

XI. GENERAL REQUIREMENTS

The performance of the described tasks must be fully coordinated with identified Tacoma Power employees once the scope and timing of each contract task is clarified and a Notice to Proceed (Approved Maintenance Request) is issued on that task.

When a firm is selected under this RFP, representatives from the firm and the contract manager from Tacoma Power will meet to prepare the final contract terms. The following provisions will apply:

A. COMPENSATION

All work shall be billed on a unit price basis or as agreed to as part of the final contract. It is Tacoma Power’s preference that invoices be submitted on a monthly basis but we will consider a weekly schedule. Unless specified otherwise, all prices shall be fixed through December 31, 2016.

Effective January 1, 2017, and annually thereafter, or as agreed to as part of the contract, all pricing may be escalated/de-escalated to reflect changes, if any, in material and labor costs. The contractor must request this pricing adjustment, in writing 45 days prior to contract renewal, and Tacoma Power must approve, in writing, before any pricing is changed, unless the pricing is tied to revisions to the published prevailing wages and uses simple multipliers for indirects and overhead in the Fees and Charges section of their proposal.

1. Vendor will be required to submit any proposed price adjustment in writing 45 days prior to end of each 12 month contract period. Written requests for price adjustments shall be directed to Toby Brewer, Sr. Principal Engineer, Tacoma Power/Generation, 3628 S 35th Street, Tacoma WA 98409-3115, 253-502-8530. Requests received after the 12 month period will not be accepted and may not be submitted until 30 days prior to the next 12 month contract period.

2. Any proposed price increase to contract line items must be beyond the control of the vendor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.

3. Price increases will be adjusted only to the amount of cost increase to vendor. Supporting documentation must be included with each request for price adjustment.

4. No adjustment will be made for vendor profit margin.

5. The City is entitled to any promotional pricing during the contract period which is lower than pricing provided in the bid.
6. Price decreases shall be immediately passed on to the City.

7. Prices shall remain firm for each 12 month contract period, however, nothing in this contract will prevent the vendor from charging a lower than quoted price.

8. Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.

9. The City reserves the right to accept or reject all such price adjustments.

10. Increase requests shall be evaluated against various market conditions, including but not limited to, Consumer Price Index - All Urban Consumers (CPI) and/or Producer Price Index (PPI) for the comparable period, state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments.

**NOTE:** Work will be performed in various tax jurisdictions and as such, invoices will have to be submitted in a manner to reflect these different tax zones.

**B. CONTRACT**

The contract and work resulting from this Request for Proposal may involve public works and improvement and therefore are subject to the bonding requirements of the General Provisions 2.01B and the retainage provisions of the General Provisions 3.12 and 3.13.

As such, separate annual contracts with their individual values equal to approximately 33-percent of the initial three (3) year contract value will be established and a Performance Bond for the full amount of these individual annual contracts will be required prior to the start of each year of the contract. A similar process will be used if the contract extension is exercised. The retainage withheld as part of this contract will not be released until the end of the entire contract and will NOT be released on an annual basis as the annual contracts expire. A retainage bond, fully funded by the contractor and not directly reimbursed by the City, may be posted in lieu of the 5-percent retainage being withheld.

Attached Sample Contract is a draft of the annual contract that will be signed between the selected firm and the City of Tacoma (Tacoma Power). Exhibits included as a part of this final contract will be negotiated with the selected firm by incorporating the specific elements of the firm’s submitted RFP.

**C. GENERAL PROVISIONS**

Tacoma Power’s proposed General Provisions are attached as Appendix C. The contractor shall note in their proposal any exceptions to these provisions that may require further negotiations during establishment of the final base contract.

**D. SPECIAL PROVISIONS**

The contractor shall note in their proposal any exceptions to the Special Provisions attached as Appendix D that may require further negotiations during establishment of the final base contract.

**E. LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)**

LEAP is a mandatory City of Tacoma program that requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (WSAC) and/or residents of Tacoma.
Due to the unique nature of this project, which is for undefined work that is primarily at the hydroelectric projects, City staff have met and agreed that work on the project shall be performed by apprentices approved by the Washington State Apprenticeship Council (WSAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or WSAC apprentices.

The accompanying LEAP Regulations and forms are included in these specifications.

The project engineer will estimate the required LEAP labor hours to be performed for each qualifying contract. The engineer’s estimated LEAP hours are reflected in the enclosed form titled, “Prime Contractor LEAP Utilization Plan,” under the LEAP Section. This form is to be completed and presented at the pre-construction meeting to be scheduled prior to the contract start date of January 1, 2016.

The LEAP Office can assist contractors in the recruitment, screening and selection of qualified City of Tacoma applicants interested in a career in the building & construction trades. Residents are screened and provided with education, training and support services that will lead to high skill, unsubsidized family-wage jobs in the building and construction trades. Contractors may obtain further information by contacting the City’s LEAP Office at (253) 594-7933. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 132.

F. PREVAILING WAGES

Prevailing wages shall be paid for all labor supplied in the augmented labor and maintenance service contract. In addition, the requirements of General Provisions Section 3.09B, the contractor shall be required to post on the job site a copy of the Intent to Pay Prevailing Wages form.

Prevailing wage rates shall be updated to the newest rates at a minimum of each 12 month contract and/or renewal period.

Prevailing wage does not apply to the contract professional staff identified in Paragraph A – Section III Project Scope.

G. FEDERAL PREVAILING WAGES

It is not anticipated that Federal funds will be utilized during the term of this contract that will require use of the Davis-Bacon Act.

If a project develops that uses Federal funds, or requires the use of the Davis-Bacon Act provisions, then specific payment provisions will be negotiated on a case-by-case basis to account for any differences between the two (2) prevailing wage systems.

H. SUBCONTRACTORS

Tacoma Power reserves the right to approve any subcontractor used to perform work under this Request for Proposal. All subcontractors must execute contracts which bind them to the same terms and conditions of the prime contractor.

XII. INSURANCE REQUIREMENTS

The contractor shall meet the following insurance requirements:

1. Insurance requirements for the construction services that may be performed as a result of this RFP are listed in the Insurance Certificate Requirements included in the General Provisions.

2. The provisions of these requirements must be met annually as the separate annual contracts are established.
XIII. PROPOSAL SUBMITTAL

Seven (7) bound hard copies of each proposal shall be submitted along with one (1) electronic (pdf) copy. One (1) bound set shall be marked “ORIGINAL” on cover and the remaining six (6) copies shall be marked “COPY” on cover.

Submit proposals to:

City of Tacoma Public Utilities
Attention: Joe Parris, Senior Buyer – Purchasing
3628 S. 35th Street
Tacoma, Washington 98409

Proposals must be received at above location no later than 11:00 a.m., Tuesday, August 18, 2015, to be considered responsive.

XIV. CITY RIGHTS

This RFP constitutes an invitation to proposers to submit proposals to the City of Tacoma. The City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process. By responding to this RFP, proposers acknowledge and consent to the following City rights and conditions:

A. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the proposers for any reason whatsoever.

B. To waive any defect, technicality, or any other minor informality or irregularity in any proposal, or any other response from the proposers.

C. To make major changes or alterations to the schedule for any events associated with this procurement process upon notice to the proposers. Minor modifications may be made without notice to the proposers.

D. To eliminate any proposer that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified during any stage of the procurement process.

E. Notice is required to supplement, amend, modify this RFP, or otherwise request additional information.

F. In the event the City receives questions concerning this RFP from proposers prior to the deadline for response, the City reserves the right to provide such questions, and the City’s responses, if any, to all proposers.

G. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

H. To conduct investigations with respect to the qualifications and experience of each proposer included in its proposal and to request additional evidence to support any such information.

I. To take any action affecting the RFP process or the project that is determined to be in the City’s best interests.

J. To request clarifications, information, and/or revised proposals from one (1) or more proposers.

K. To interview one (1) or more proposers, or to not conduct interviews.
L. To discontinue negotiations with the selected proposer and commence negotiations with another proposer.

M. To select and enter into a contract with one (1) proposer whose proposal best satisfies the interests of the City and is most responsive in the judgment of the City to the requirements of this RFP.
CITY OF TACOMA
Finance/Purchasing Division

SPECIAL NOTICE TO BIDDERS

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

I.  STATE OF WASHINGTON
A.  RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
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); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

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.
contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   b. Have a current Washington Unified Business Identifier (UBI) number;
   c. If applicable, have:
      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
      b. A Washington Employment Security Department number, as required in Title 50 RCW;
      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      d. An electrical contractor license, if required by Chapter 19.28 RCW;
      e. An elevator contractor license, if required by Chapter 70.87 RCW.

1. 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);

2. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
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.

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 Historically Underutilized Business 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

In addition to the State and City bidder responsibility criteria above, the bidder must also comply with the following supplemental criteria contained in Section 01010 Summary of Work and Section 01300 – Submittals and Shop Drawings of the special provisions.

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 no later than 5:00 p.m. Pacific Time, **Monday, August 10, 2015**. 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.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

**MAIL**
City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372
E-mail: bids@cityoftacoma.org

**DELIVERY**
City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North – Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

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 $200,000 and by Contracts and Awards Board for contracts greater than $200,000.
CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration North Building, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. See the Request for Proposals page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS SPECIFICATION NO. PG15-0409F
AUGMENTED LABOR & MAINTENANCE SERVICES

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

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

Non-Collusion Declaration

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

Bidder/Proposer’s Registered Name

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

Date

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

State Business License Number

In WA, also known as UBI (Unified Business Identifier) Number


State Contractor’s License Number (if applicable)
(See Ch. 18.27, R.C.W.)

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL
## A. MAINTENANCE SERVICES PROPOSAL

### ITEM 1

<table>
<thead>
<tr>
<th></th>
<th>FULLY LOADED HOURLY COST</th>
<th>BILLING RATE ($) OR MULTIPLIER(%)</th>
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<tr>
<td>Pipefitter</td>
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<td>Millwright</td>
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<td>Carpenter</td>
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<td>Laborer</td>
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<tr>
<td>Supervisor</td>
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</tbody>
</table>

### ITEM 2 - ADDITIONAL STAFF

Furnish a description of additional staff who would likely charge time to the contract:

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<tr>
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<th>FULLY LOADED HOURLY COST</th>
<th>BILLING RATE ($) OR MULTIPLIER(%)</th>
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### ITEM 3

1. Furnish and maintain a ½-ton pickup (or larger) truck for use in support of maintenance services on Tacoma Power’s facilities.
2. Mileage Reimbursement Rate (dollar/mile)

### ITEM 4

Furnish materials and equipment at cost plus percentage mark-up

### ITEM 5

Subcontractors contracts issued at the request of Tacoma Power invoice at the actual invoice cost plus a percentage mark-up

**NOTE:** Short-listed firms may be required to expand proposal and identify hourly rates for additional crafts and trades.
B. CONTRACT EMPLOYEE PROPOSAL

Furnish contract personnel (craft and professional) plus percentage mark-up

PERCENTAGE

1. ________________
Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

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

Number:___________________________
Effective Date:_____________________
Expiration Date:_____________________

Current Washington Unified Business Identifier (UBI) number:

Number:___________________________

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

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:

Number:___________________________

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number:___________________________

☐ Not Applicable

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

If yes, provide an explanation of your disqualification on a separate page.

☐ Yes  ☐ No

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:_____________________________
APPENDIX B
LIST OF QUESTIONS

A. MAINTENANCE SERVICES PROPOSALS

As a convenience to Proposers, Appendix B – List of Questions is available in modifiable form and is posted with the solicitation documents on the City’s Purchasing website. Proposers are cautioned any modification of the requirements contained in these documents may result in your Proposal being rejected. In the event of any conflict between the information contained in the modifiable documents and the documents contained in the RFP, the documents in the RFP shall prevail.

1. This contract calls for craft labor to be working in several different locations on projects with varying degrees of complexity. How would you propose supervising crews in these instances?

2. How do you propose to deliver payroll to your respective work force? Mandatory Direct Deposit, Optional Direct Deposit or through company checks that have to be delivered? (Mandatory Direct Deposit is preferred by the City)

3. Although there is currently a full-time crew superintendent on-site, there may not be enough continuous work to justify a full-time-on-site supervisor, how would you supervise the work? How could Tacoma Power verify this?

4. If the supervisor were on-site and no supervision work was needed, could that person be a trade person or work on other company business, thus not charging Tacoma Power for supervisory work?

5. Do you see a need for the City to provide office space and resources to the crew superintendent? List any other office items you anticipate you may need?

6. Discuss the tools to be provided by each trade person, what tools and equipment your company will provide, and what tools and equipment you would expect to be provided by Tacoma Power?

7. Does your firm have a general maintenance agreement (or general project agreement) which allows your union workers to perform minor work in other trades in order to complete a job without having to bring in many different trades?

8. Discuss how you select and manage your subcontractors. How would you select staff to perform work and meet our requirements?

9. Discuss your firm’s financial strength and bonding capacity. Recently audited financial statements and bank references may be included.

10. Discuss your prior project experience and versatility on similar contracts.

11. Discuss your quality control program. Copies of a quality control plan may be included.
Discuss your project completion process, including:

a. Final inspection

b. Closeout process

c. Post-installation support

d. Documentation

12. Discuss how a process could be established with your firm which would allow Tacoma Power to procure material through this contract (usually in emergency, time-constrained situations).

13. Discuss your safety record and program. Discuss what safety gear would be provided by your firm. Tacoma Power prefers not to provide personnel protection equipment to contract labor.

14. Are there any General or Special Provisions you would like to see modified or deleted?

15. Please indicate any other capabilities your firm has as a flexible, diverse company which can handle a wide range of maintenance and repair services.

B. CONTRACT EMPLOYEE PROPOSALS

1. Discuss how you would provide contract staff (both craft and professional), as required.

2. Discuss benefit packages available for employees.

3. Discuss pricing differences for personnel recruited by the City vs. recruited by your firm if applicable or if a recruitment fee is charged.
GENERAL PROVISIONS
(Revised September 2014)

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 to the particular Division of the Department of Public Utilities of the City of Tacoma 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 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT
It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

A. Public Work or Improvement Type Projects and Contracts:
Respondents for public work or improvement type projects and contracts in excess of $25,000 have an obligation to comply with the requirements set forth in the City’s SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City SBE Office, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email SBEOffice@cityoftacoma.org

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding $10,000, and $15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING SOLICITATION FORMS CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

- SBE Utilization Form for contracts of $25,000 or more per TMC Chapter 1.07
- Prime Contractor’s Pre-Work Form for contracts per RCW 35.22.650
B. Purchase of Goods and/or Services Contracts:

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

 Personnel Inventory Form

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

1.04 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. All bid bonds must be signed by the person legally authorized to sign the bid. 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 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.

1.05 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

All bid proposals and documents must be returned to the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409, in a sealed, properly addressed envelope with the name of the Respondent and Specification number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Call for Bids. The City offices are not open for special mail or other delivery on weekends and City holidays.

Telecopy bid proposals will be accepted by the City provided that the original signed bid proposal is sealed and mailed (to the City's Purchasing Office) and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the City's telecopy machine but must be sent to the Respondent's agent and delivered sealed to the City's Purchasing Office before the time stated in the Call for Bids.

Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a bid proposal has been timely received, the City's Purchasing Office may rely on Universal Coordinated Time from the National Bureau of Standards as reported by radio broadcast station WWV.

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 requires 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 Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing 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 PUBLIC UTILITY BOARD FINAL DETERMINATION

The 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’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

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 will be considered in determining the apparent lowest responsible bid. 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.

1.19 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.

1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET.” The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be
protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent’s submittal and Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City’s opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney’s fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

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, Department of Public Utilities, 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 Bond

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a 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 bond must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashiers check or cash may be substituted for the bond; however, this cash or cashiers 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:

(a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.

(b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.

(c) 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 Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular 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 any and all orders and instructions given by the representative of the particular 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 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. 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.

B. 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.

2.07 DELAY

A. 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.

B. 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.

2.08 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 reinstatement) 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.

**2.09 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.

**2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT**

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 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.

In the event of any such termination, 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.

2.11 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.

2.12 LEGAL DISPUTES

A. General

Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract, or any bids submitted in response to a Call for Bids under the attached Specification, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

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.

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.14 Shipping Notices and Invoices

Shipping notices shall furnish complete information of item, or items, contents of item if crated or cased, shipping point, carrier and Bill of Lading number, and City of Tacoma Purchase Order Number.

Unless otherwise directed in these specifications, shipping notices shall be mailed to:

Purchasing Division
City of Tacoma
P. O. Box 11007
Tacoma Washington  98411-2597

Invoices shall be sent in duplicate. Each invoice shall show City of Tacoma Purchase Order Number and Release Number if applicable and the Item Number, Quantity, Description, Unit Price and Total Price by line. Each line total shall be summed to give a grand total to which sales tax shall be added if applicable.
Invoices shall be mailed to:

Accounts Payable  
City of Tacoma  
P. O. Box 1717  
Tacoma Washington 98401-1717

2.15 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.

2.16 Entire Agreement

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

2.17 Code of Ethics

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also 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.

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GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS.

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 division 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 (division responsible for this Contract) for said "changed or differing" conditions unless said City division 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  CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.
A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at $1,000,000 per occurrence, $2,000,000 aggregate and for contracts in excess of $500,000 the minimum coverage limits include Umbrella Excess Liability of $5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds $50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor or the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.
3.06 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).

3.07 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.

3.08 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.
3.09 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

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

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.

3.10 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 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 bond 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. Also, 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 hereinafore 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.
APPENDIX D
SPECIAL PROVISIONS

ARTICLE 1 WORK AND SAFETY RULES

The Contractor shall comply with work site conditions and work rules established by Tacoma Power and shall cooperate with Tacoma Power in enforcing work site conditions and work rules which directly affect the performance of the Services, including but not limited to, starting and quitting times, smoking regulations, check-in and check-out procedures, and work site safety and clearance procedures. Without limiting the foregoing, the Contractor will use good faith efforts to properly train its employees about proper and safe work methods and work site safety and will provide notice to Tacoma Power (if reasonably necessary) of work safety issues.

ARTICLE 2 CHANGES

Tacoma Power may, at any time during performance of the Services, by written or verbal order, change the Services which are planned or underway. These may include changes to the (1) the plans, specifications and drawings, (2) the method or manner of performance of the Services, (3) Tacoma Power-furnished equipment, materials, services or site, or (4) the performance period for the Services. Since this contract is based on reimbursement for time and materials, no additional compensation will be due the contractor.

ARTICLE 3 SAFETY COORDINATION AND PROTECTION OF WORKERS

The Contractor shall, in connection with performance of this Contract, create no hazard to Tacoma Power’s employees and invitees and shall coordinate and cooperate with Tacoma Power to protect the life and health of all persons working at or visiting the premises.

Prior to commencement of work hereunder, all of the Contractor’s workers engaged in the work shall be protected under applicable Worker’s Compensation and Employer’s Liability Acts of the states having jurisdiction. The Contractor shall furnish to Tacoma Power evidence of the Contractor’s compliance with said Acts, in form acceptable to Tacoma Power, and during the effective period of this Contract shall not modify such methods of compliance without the consent of Tacoma Power.

ARTICLE 4 ACCIDENT PREVENTION

The Contractor shall comply with all fire, health and safety standards and accident prevention regulations promulgated by federal, state or local authorities having jurisdiction and will take or cause to be taken such additional measures as reasonably necessary to protect the life and health of all employees engaged in the performance of this Contract and Services required hereunder. Failure of the Contractor to comply with any said standards or regulations shall be deemed just cause for the suspension of the work until such hazardous or unsafe conditions are eliminated. None of the above provisions will act in any way to relieve the Contractor of its responsibility, under law, for any injury or damage caused by or arising out of the performance of Services under this contract. The Contractor shall comply with all rules, regulations and record keeping responsibilities required under the Washington Industrial Safety and Health Act and any amendment or revisions thereto, and U.S. Department of Labor regulations, as may apply during the performance of the Services under this Contract. The safety of all persons employed by the Contractor and its subcontractors in Tacoma Power’s premises, or any other person who enters upon Tacoma Power’s premises at the Contractor’s direction for reasons relating to this Contract, shall be the sole responsibility of the Contractor. The Contractor may use the resources of Tacoma Power and its safety officer to achieve these means.
However, the Contractor is fully responsible to ensure that all personnel are appropriately trained for the tasks assigned.

**ARTICLE 5 PROTECTION OF PROPERTY**

The Contractor shall continuously protect the work and Tacoma Power’s property, including materials, facilities and equipment furnished by Tacoma Power, from damage and loss. The Contractor shall maintain all passageways, guard fences, lights and other facilities used by its personnel for the protection required by public authority.

**ARTICLE 6 SEVERABILITY**

The invalidity in whole or in part of any Article or paragraph within an Article of this Contract will not affect the remainder of such Article or paragraph or any other Article of this Contract.

**ARTICLE 7 NOTICES**

Any notice, request, approval, consent, instruction, direction or other communication given by a party to this Contract to the other shall be in writing (including by email, telexcopier, or like mode of communication) and shall be delivered electronically, in person or mailed, properly addressed and stamped with the required postage, to the intended recipient.

**ARTICLE 8 ACCOUNTING, RECORDS AND AUDIT**

The Contractor shall keep and maintain, in accordance with generally accepted accounting principles and practices, complete and accurate books and records of all expenditures made in connection with this Contract. During the Term of this Contract, and for six (6) years thereafter, the Tacoma Power shall have the right to inspect and audit during normal business hours all pertinent books and records of the Contractor and/or any sub-contractor or agent of the Contractor that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by Tacoma Power to assess performance, compliance and/or quality assurance under this Contract.

The Contractor shall, upon three (3) business days of receipt of written request for such inspection and audit from Tacoma Power, provide Tacoma Power with, or permit Tacoma Power to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as Tacoma Power selects.

Tacoma Power shall pay the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the Contractor to Tacoma Power in excess of one percent (1%) of the annual contract billing amount for any of the individual contract years, in addition to making adjustments for the overcharges, the reasonable actual cost of Tacoma Power’s audit shall be reimbursed to Tacoma Power by the Contractor. Any adjustments and/or payments that must be made as a result of any audit and inspection hereunder shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Tacoma Power’s findings to the Contractor.

The Contractor shall ensure that the foregoing inspection, audit and copying rights of Tacoma Power are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.
ARTICLE 9  CONTRACT TERM

A. The initial term of this Contract shall be three (3) years commencing on January 1, 2016, and shall end on December 31, 2018, unless earlier terminated pursuant to its terms and conditions. This Contract may be extended for one (1) two (2) year term at the option of Tacoma Power and upon a mutually executed amendment prior to expiration of the initial term.

B. For performance bond purposes, the initial term of this Contract shall be divided into three (3) separate one (1) year phases and the total contract price pro-rated according to said one (1) year phases. Consequently, the Contractor shall obtain and furnish to Tacoma Power a performance bond for the first year of the initial term in the amount of $ T.B.D., which bond shall secure all Contractor obligations arising under the Contract during said first year phase. On or before the start of the second year of the initial term, Contractor shall obtain and furnish to Tacoma Power a performance bond securing all Contractor obligations arising under the Contract during the second year phase. On or before the start of the third year of the initial term, Contractor shall obtain and furnish to Tacoma Power a performance bond securing all Contractor obligations arising under the Contract during the third year phase. In the event Tacoma Power exercises its option to extend the contract term, The Contractor shall obtain and furnish to Tacoma Power annual performance bonds for each year of the said extended term, which bonds shall secure all Contractor obligations arising under the Contract during said extended term. Notwithstanding the foregoing, Contractor shall remain contractually obligated to satisfy all warranty obligations.

ARTICLE 10  PERFORMANCE AND RETAINAGE BONDS

In conjunction with the contract term phasing described in Article 9 B., the Contractor shall maintain in effect during the term of this Contract a performance bond of not less than twenty five percent (25%) of the total pro-rated annual contract price. Said performance bond(s) shall be for the purpose of ensuring the Contractor's full and faithful performance of its obligations under this Contract during each annual phase and payment of all labor, material suppliers, labor benefits and related taxes for the miscellaneous small construction projects performed by the Contractor for Tacoma Power under this Contract. Tacoma Power shall pay or reimburse the Contractor for the premiums and other costs of obtaining and maintaining such bonds. The Contractor will provide without charge to Tacoma Power a retainage bond equal to 5-percent of the total contract amount lieu of Tacoma Power withholding 5-percent of all contract payment until the end of the contract.

ARTICLE 11  WAIVER OF DEFAULT

Any failure by Tacoma Power at any time, or from time to time, to enforce or require the strict keeping and performance by the Contractor of any of the terms or conditions of this Contract shall not constitute a waiver by Tacoma Power of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of Tacoma Power at any time to avail itself of such remedies as it may have for any such breach or breaches.

ARTICLE 12  INDEPENDENT CONTRACTOR STATUS

The Contractor is an independent Contractor, and all persons employed by the Contractor in connection herewith shall be considered employees of the Contractor and not employees of Tacoma Power in any respect. No payroll or employment taxes of any kind shall be withheld or paid by the Tacoma Power with respect to payments to the Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax.
By reason of the Contractor’s status as an independent contractor hereunder, no workers’ compensation insurance has been or will be obtained by the Tacoma Power on account of the Contractor. The Contractor may be required to provide the Tacoma Power proof of payment of these said taxes and benefits. If Tacoma Power is assessed or deemed liable in any manner for those charges or taxes, the Contractor agrees to hold Tacoma Power harmless from those costs, including attorney’s fees.

ARTICLE 13 CLEANUP

The Contractor shall, at all times, keep the maintenance and construction area, including storage areas used by the Contractor’s, free from accumulation of waste materials, or rubbish and, prior to completion of the Services, shall remove any rubbish from and about the premises and all tools, scaffolding, equipment and materials used for the Contractor’s work from the job site.

ARTICLE 14 ASSIGNMENT

The Contractor shall not assign or transfer any right, title or interest under the terms of this Contract without the prior written approval of Tacoma Power, and any assignment or transfer, voluntary or involuntary, in violation of this provision shall be null and void.

ARTICLE 15 SUBCONTRACTS

A. The Contractor’s Subcontracts

The Contractor shall not subcontract any portion of the Services without the prior written consent of Tacoma Power, which consent shall not be unreasonably withheld. No such subcontracting at the initiative of the Contractor shall relieve the Contractor of any obligation for performance of the Services.

B. Additional Subcontracts

Upon Tacoma Power’s request, the Contractor will use good faith efforts to negotiate and enter into subcontracts to perform Services with such subcontractors and upon such terms and conditions requested by Tacoma Power. The Contractor shall have no responsibility or liability with respect to any such subcontract or the acts or omissions of any such subcontractor or its agents, employees or representatives. The Contractor shall require the subcontractor to submit to the Tacoma Power a certificate of insurance and a one (1) year guarantee in a form acceptable to Tacoma Power for each subcontract.

ARTICLE 16 LICENSES AND PERMITS

Tacoma Power agrees to procure all necessary permits or licenses for the work under this Contract as required by federal, state and local laws, regulations and ordinances.

ARTICLE 17 INSPECTION

All materials and workmanship shall be subject to inspection, examination and test by Tacoma Power’s designated representative at any and all times during performance of the Services and at any and all places where such Services are performed.

ARTICLE 18 DESIGNATED REPRESENTATIVE

Each party shall designate, in writing, its representatives in connection with this Contract. Each party may change its designated representative by giving written notice to the other party. Each party’s designated representative may, from time to time, delegate routine administrative functions to others.
ARTICLE 19  CHOICE OF LAW

This Contract, its interpretation and enforcement, shall be governed by the laws of the State of Washington. Venue for any action brought by either party to enforce any provision of this Contract shall be laid only in Pierce County, Washington.

ARTICLE 20  TERMINATION

Tacoma Power may terminate this Contract, with or without cause, as to all or any part of the Services by giving written notice to the Contractor at least twenty (20) days prior to the effective date for such termination. Upon receipt of any such notice, the Contractor shall, unless otherwise directed by Tacoma Power:

1. Discontinued performance of such Services on the date and to the extent specified in the notice.
2. Use reasonable efforts to minimize its costs and expenses due to such termination, and
3. Take such action as may be directed by Tacoma Power to wind up any Services in progress.

In the event of any such termination, Tacoma Power shall reimburse the Contractor for all reasonable costs and expenses incurred by the Contractor up to the effective date of the termination, together with any reasonable costs, expenses and severance payments incurred to bring the Contractor’s work to an orderly conclusion, including settlement of all outstanding obligations. All such costs, expenses, and/or payments shall be subject to verification by Tacoma Power.

ARTICLE 21  TAXES

The Contractor shall pay all contributions, taxes, and premiums payable under federal, state, and local laws measured upon the payroll of employees engaged in the performance of work under this Contract, and all sales, use, excise, transportation, business, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save Tacoma Power harmless from liability resulting from any failure or delay by the Contractor in making payment for any such contributions and taxes.

ARTICLE 22  CONTRACTOR REQUIRED EMPLOYEE TESTING

The Contractor shall pay for all of their internal company related drug testing expenses to include but not limited to the employee’s time and the actual cost of the testing. These expenses shall be born solely by the contractor and not reimbursed by Tacoma Power.
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, ______________________________________________________________, as Principal, and ______________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of ____________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS _______________ DAY OF __________________, 20______.

PRINCIPAL:  SURETY:

_________________________________________  _____________________________________________

_________________________________________  _____________________________________________

_________________________________________  _____________________________________________

___________________________, 20______

Received return of deposit in the sum of $ ____________________________
List of Subcontractor Categories of Work

Pursuant to RCW 39.30.060(1), the City of Tacoma hereby requires bidders to identify the subcontractors required by statute as part of their bid. Bids that are not accompanied by a listing of those subcontractors at the time the bid is submitted will be deemed non-responsive and void.

To be Submitted with the Bid Proposal

Project Name

Failure to list subcontractors who are proposed to perform 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 will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform 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 must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

G:pur-comm/Forms/Subcontractor List.doc
SBE SPECIAL REMINDER
TO ALL BIDDERS

Equal Opportunity and Small Business Enterprise forms must be fully and accurately completed and returned with the submittal by the deadline posted in the specification documents. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 1.07 of the City of Tacoma Municipal Code and state law.

The following steps shall be used to determine the level of SBE Usage:

a. The low bidder who meets the City’s participation goal for SBEs, shall be presumed to have met the requirement.
b. Otherwise, the bidder who has the lowest evaluated bid based on the formula set forth below:

\[
\text{(Base Bid) - } \left( \frac{\text{SBE Usage Percentage}}{\text{SBE Goal Percentage}} \times 0.05 \times \text{Low Base Bid} \right) = \text{Evaluated Bid}
\]

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of SBE usage to the SBE goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid, all alternates, additives, and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City’s ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the SBE Office at 253-591-5224 or 253-573-2435 for assistance. The list of SBE subcontractors is available at [http://www.cityoftacoma.org/Page.aspx?nid=136](http://www.cityoftacoma.org/Page.aspx?nid=136).
SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation forms contained in the bid submittal package:

City of Tacoma – Prime Contractor’s Pre-Work Form

IMPORTANT NOTE:

It is the bidder’s responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: The SBE office has determined a zero (0) SBE goal should apply to this project. Due to limited scope, no reasonable opportunity for subcontracting exists.

For any questions or concerns, please call the SBE Office at (253) 591-5224

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE SBE UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27867.

CCD/SBE/Single Trade: PG15-0409F – Augmented Labor Services
Date of Record: 07/17/15
# PRIME CONTRACTOR'S PRE-WORK FORM

Company Name

Address/City/State/Zip Code

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<tr>
<th>Specification Number</th>
<th>Specification Title</th>
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<th>JOB CATEGORIES SPECIFY</th>
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<th>TOTAL MINORITY EMPLOYEES</th>
<th>BLACK</th>
<th>ASIAN</th>
<th>AMERICAN INDIAN</th>
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| Apprentices            |      |    |     |     |     |     |     |     |     |     |
| Trainees               |      |    |     |     |     |     |     |     |     |     |

| TOTALS                 |      |    |     |     |     |     |     |     |     |     |

**CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT**

| Superintendent         |      |    |     |     |     |     |     |     |     |     |
| Foreman                |      |    |     |     |     |     |     |     |     |     |
| Operators              |      |    |     |     |     |     |     |     |     |     |
| Laborers               |      |    |     |     |     |     |     |     |     |     |

| Apprentice             |      |    |     |     |     |     |     |     |     |     |
| Trainee                |      |    |     |     |     |     |     |     |     |     |

| TOTALS                 |      |    |     |     |     |     |     |     |     |     |

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

CCD/SBE/FORMS revised June 2013
INSTRUCTIONS FOR COMPLETING
PRIME CONTRACTOR’S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.

2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.

3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."

4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.

5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.

6. "Totals" this line should reflect the total of all lines in each of the above columns.

7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.

8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.

9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435
Chapter 1.07
SMALL BUSINESS ENTERPRISE

Sections:
1.07.010 Policy and purpose.
1.07.020 Definitions.
1.07.030 Discrimination prohibited.
1.07.040 Program administration.
1.07.050 Certification.
1.07.060 Program requirements.
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1.07.010 Policy and purpose.
It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.
Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

E. "City" means all Departments, Divisions and agencies of the City of Tacoma.

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the
community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. "Evaluated Bid" means a Bid that factors each Respondent's Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent's percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. "Goals" means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. "SBE Program Coordinator" means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. "SBE Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. "Lowest and Best Responsible Bidder" means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. "Public Works (or "Public Works and Improvements")" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
1.07.030 Discrimination prohibited.
A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

1.07.040 Program administration.
A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

1.07.050 Certification.
A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than $1,320,000 excluding one personal residence and the net worth of the business;

2. The company’s total gross receipts for any consecutive three year period within the last six years is not more than $36,500,000 for public works companies and not more than $15,000,000 for non-public works and improvements companies;

3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and

4. The company can demonstrate that it also meets at least one of the following additional requirements:
   a. The company’s business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
   b. The company’s business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;

2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;

3. List of equipment and vehicles used by the SBE;

4. Description of company structure and owners;

5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and

2. That the company has maintained all applicable and necessary licenses in the intervening period, and

3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.


1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of $25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:
1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.

6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.


1.07.070 Evaluation of submittals.
A. All submittals for a supplies, services, or public works and improvements contract valued at $25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.
b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

\[
\text{(Base Bid)} \times \frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times 0.05 \times \text{Low Base Bid} = \text{Evaluated Bid}
\]

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder’s evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between $5,000 and $25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under $5,000.


1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor’s utilization of SBEs, and shall include the right of the City to inspect such records.


1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to
eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.


1.07.100 Enforcement.
The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.


1.07.110 Remedies.
A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:
1. Forfeit the contractor’s bid bond and/or performance bond;
2. Publish notice of the contractor’s noncompliance;
3. Cancel, terminate, or suspend the contractor’s contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 106.279 TMC;
B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City’s intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s development of a plan for compliance acceptable to the Director.


1.07.120 Unlawful acts.
It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.
If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.
This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

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<th>CONTRACT AMOUNT</th>
<th>LIABILITY LIMITS</th>
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<tbody>
<tr>
<td>$25,000 and Under</td>
<td>$500,000 Combined Single Limit</td>
</tr>
<tr>
<td>$500,000 and Under</td>
<td>$1,000,000 Per Occurrence / $2,000,000 Aggregate</td>
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<tr>
<td>Over $500,000</td>
<td>$5,000,000 Total Coverage</td>
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A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
1. Comprehensive General Liability
2. Automobile Liability - Hired and Non-Owned
3. Contractual Coverage
4. Broad Form Property Damage
5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
6. Any additional coverage specifically required by the City's specification

B. The following general requirements apply:
1. Insurance carrier must be authorized to do business in the State of Washington.
2. Coverage must include personal injury, protective and employer liability.
3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

C. The following statements are required on the Certificate of Insurance:
1. "The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, “endeavor to” mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project ____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project ____).

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:
CANCELLATION

CITY OF TACOMA
PO BOX 11007
TACOMA WA 98411-0007

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, ____________________________
as principal, and ____________________________
a corporation organized and existing under the laws of the State of ____________________________,
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of $____________________, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

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

Dated at Tacoma, Washington, this __________ day of __________, 20________.

Nevertheless, the conditions of the above obligation are such that:

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 certain contract, providing for

<table>
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<th>Specification No.:</th>
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(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform
the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent
such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51,
and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions
and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any
damage or expense by reason of failure of performance as specified in said contract or from defects appearing or
developing in the material or workmanship provided or performed under said contract after its acceptance thereof
by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that
event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form: Principal:

City Attorney

By: ____________________________
Surety:

By: ____________________________
Agent's Name: ____________________________
Agent's Address: ____________________________
CONTRACT

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the “City,” and
Enter vendor name
herein after called the “Contractor.”

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. enter spec number

Project: enter spec name

Contract Total: $ , Select applicable tax information

The 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 provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year.

CITY OF TACOMA: PRINCIPAL: Enter vendor name

By: ____________________________________________________________________________
Title of dept or div staff w/auth to sign for this $ amt

By: ____________________________________________________________________________
Signature

By: ____________________________________________________________________________
Select one (for contract totals over $50K or NA)

Printed Name

By: ____________________________________________________________________________
Director of Finance

Title

APPROVED AS TO FORM:

By: ____________________________________________________________________________
City Attorney

Form No. SPEC-120A
Revised: 03/28/2014
# EVALUATION

<table>
<thead>
<tr>
<th>Rate Each Area</th>
<th>EXCELLENT - 3</th>
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<th>ACCEPTABLE - 1</th>
<th>INADEQUATE - 0</th>
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<tr>
<td>1. Safety</td>
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<td>2. Quality of Work</td>
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<td>3. Overall Rating</td>
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<td>4. Communication/Coordination on Site</td>
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<td>5. Communication/Coordination with Office</td>
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<td>6. Supervision on Site</td>
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<td>7. Quality of Supervisor</td>
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<td>10. Adequate Personnel</td>
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<td>11. Was Project Completed on Time (Y/N)</td>
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<tr>
<td>12. Would You Recommend this Contractor Work for Us Again (Y/N)</td>
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**Comments (Required if Rated Below Acceptable)**

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Input by ______________________ Review No. ____________ Date ______________
GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _____________ day of ____________________, 20__. 

________________________________________
Contractor

By _____________________________________
Title ___________________________________
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
INSTRUCTIONS AND GOAL FORM

*Exception effective on projects advertised after 07-10-09
**Exceptions effective on projects advertised after 05-17-13

LEAP REQUIREMENTS & PROCEDURES:

LEAP is a post-award mandatory requirement. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:
- **Prime Contractor LEAP Utilization Plan.** This form is to be completed and presented at the Pre-Construction Meeting.
- **LEAP Employee Verification Form.** This form is to be completed for every qualifying LEAP employee.

LEAP is a mandatory City of Tacoma Program that requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma (see *Exceptions and **Exceptions). The 15% labor hour goal is described as the LEAP Utilization Goal (LUG). A mandatory sub goal requires the prime contractor to ensure that 25% of the LUG is performed by residents of the City of Tacoma’s “Community Empowerment Zone”. Compliance may be met through any combination of utilizing LEAP-Qualified residents of Tacoma or SAC apprentices, youth and/or veterans. The accompanying LEAP Regulations, forms, maps and street addresses are included in these specifications.

*Exceptions: If the project is located within the Tacoma Power Hydro Project Areas, then 25% of the LUG may be satisfied by a Resident of the Tacoma Power Hydro Project Areas. If the project is located within the Tacoma Water Green River Headworks or Watershed Area, then 25% of the LUG may be satisfied by a Resident of the Duwamish and White River Community Empowerment Zone (CEZ) or by a King County Apprentice.

**Exceptions: If the project is advertised after 05-17-13, the Target Areas have been excluded and local Youth and Veterans have been added – refer to LEAP Regulations.

The Project Engineer, in consultation with the LEAP Coordinator, develops the required LUG to be performed for each qualifying contract. The LUG for this project is **1400 Hours**

LEAP can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents interested in a career in the building and construction trades. Contractors may obtain further information by contacting the City’s LEAP Office at (253) 594-7933 or (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap

05 2013/DC
CITY OF TACOMA

Local Employment and Apprenticeship
Training Program (LEAP)
Regulations
For Public Works Contracts

I. PURPOSE

A. Objective. The Local Employment and Apprenticeship Training Program has been adopted to counteract economic and social ills which accompany high rates of unemployment within the City of Tacoma ("City"). The City Council established this Local Employment and Apprenticeship Training Program ("LEAP") for Public Works Contracts pursuant to Resolution No. 33649, adopted March 18, 1997. The primary goal of this Program is to provide an opportunity for City of Tacoma and Community Empowerment Zone residents to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages. The purpose of these rules is to establish policies governing the implementation of the LEAP Program.

B. Authority. These Regulations are adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.90, as amended, which authorizes the adoption of Rules and Regulations to implement the City of Tacoma's Local Employment and Apprenticeship Training Program.

C. Conflict. In the event of a conflict between these Regulations and TMC Chapter 1.90, as amended, then said chapter shall control.

II. DEFINITIONS

As used herein, the following terms shall have the following meanings:

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

B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than $750,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than $250,000 shall not be included in this definition.

E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City of Tacoma to construct a Public Work or Improvement.

F. "Director" shall mean the Director of Community and Economic Development or the Director’s Designee.

G. "Electrical Utility" shall mean the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division.

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

I. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

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

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

L. "LEAP Program" or "Program" shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described herein.
M. "Pierce County Apprentice" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Resident of Tacoma, who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

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

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

P. "Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Tacoma and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment. (See Figure 1)

Q. "Resident of the Tacoma Power Hydro Project Areas" shall mean any person who continues to occupy a dwelling within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, as defined herein, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties, has a present intent to continue residency within the boundaries of the Tacoma Power Hydro Project Areas, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

R. "Resident of Community Empowerment Zone" (CEZ resident) shall mean any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature; provided, however, that an individual initially certified as a CEZ resident and is no longer a CEZ resident, shall retain such certification status for a period of up to 2 years or 1000 Labor Hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any Civil Project, Building Project, or Service Contract covered by this chapter for said certification period. For example, if an individual initially certified as a CEZ resident on January 1 of calendar year 1 on project A works 900 hours in that calendar year on project A, and is thereafter hired to work 700 hours in year 2 on project B, the individual will retain his or her CEZ status for all hours worked on project B; provided, if the individual commences work on project C after he or she has worked 100 or more hours on project B in year 2, the Contractor for project C
will not be eligible to count the hours worked by said individual as hours worked by a CEZ resident.

S. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, who has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

U. “Seattle’s (City of) Duwamish and White Center Community Empowerment Zone” (CEZ) shall mean that portion of those census tracts which are situated within the City of Seattle and designated by the State of Washington as entitled to receive tax incentives because of the high levels of poverty and unemployment. (See Figure 2)

V. "Service Area - Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility. (See Figure 3)

W. "Service Area - Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility. (See Figure 4)

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

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

Z. "Tacoma Apprentice" shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, who has a present intent to continue residency within the boundaries of the City of Tacoma, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

AA. "Tacoma Power Hydro Project Areas " shall mean those areas within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties.
BB. "Tacoma Water's Green River Headworks and Watershed Area" shall mean that area in King County that is served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a public work or improvement to be performed primarily for the water utility." (See Figure 5)

AAA. "Tacoma Youth Resident" shall mean any person, not defined as a Resident of the Community Empowerment Zone, between the ages of 18-24 who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

BBB. "Pierce County Youth" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth between the ages of 18-24 who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

CCC. "Tacoma Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

DDD. "Pierce County Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone, Tacoma Youth or Pierce County Youth, who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

III. LEAP goals

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours, are performed by persons having their residence within the boundaries of the City of Tacoma, whether or not an Apprentice, or by Apprentices, who are residents of Pierce County, unless as adjusted
per subsection B below.

2. Twenty-five percent (25%) of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above shall have work performed by a CEZ Resident; provided, however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in subsection B below.

3. If the Project is located within the Tacoma Power Hydro Project Areas, then the additional 25% of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above in subsection A.2 may be work performed by a Resident of the Tacoma Power Hydro Project Areas in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.

4. If the Project is within the Tacoma Water Green River Headworks and Watershed Area, then the additional 25% requirement of the Labor Hours or Estimated Labor Hours identified in subsection A.2 above as the LEAP Utilization Goal may be work performed by Apprentices who reside in King County, or by a Resident of the Duwamish and White Center CEZ or of Tacoma Water Green River Headworks and Watershed Area in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.

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

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

B. Adjustments.

Contractors and Service Providers may achieve compliance with their LEAP Utilization Goal obligation through any combination of the following:
1. The number of hours worked by a Resident of the CEZ or Seattle's Duwamish and White Center CEZ shall be multiplied by two;

2. The number of hours worked by a Tacoma Youth, Tacoma Veteran, or Tacoma Apprentice shall be multiplied by 1.5;

3. The number of hours worked by a Resident of Tacoma or a King County Apprentice shall be multiplied by 1;

4. The number of hours worked by a Tacoma Power Hydro Project Areas Resident shall be multiplied by 1.

5. Should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by CEZ Residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a Pierce County Apprentice, Pierce County Youth, Pierce County Veteran, Tacoma Power Hydro Project Areas Resident, or Resident of Tacoma, for every unmet, CEZ labor hour until the CEZ deficiency is met. For example, if a Contractor has a total LEAP utilization goal of 20 hours, but is only able to achieve 4 of the 5 sub goal labor hours, then the Contractor must achieve a total of 17 non-CEZ Resident, labor hours to satisfy the deficiency (15 non-sub goal hours plus 2 labor hours for the 1 missed sub goal hour).

6. For projects in the Tacoma Water Green River Headworks and Watershed Area, should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by King County Apprentices or Duwamish and White Center CEZ residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a King County Apprentice, or Duwamish and White Center CEZ resident for every unmet, Duwamish and White Center CEZ resident or King County Apprentice labor hour until the deficiency is met.

C. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:
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<th>Percent of Goal Met</th>
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When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Human Resources Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

Waiver requests shall be considered due to natural disasters, labor workforce shortages or any other reasonable consideration, on a case-by-case basis. Such request shall be made by the Contractor or Service Provider at the earliest point at which the Contractor or Service Provider knows that it will fail to meet the LEAP utilization goal and prior to the release of retainage.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program.

D. LEAP Reports.

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

E. LEAP Goal Adjustments.

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

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

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

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

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

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

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

H. Emergency
This chapter shall not apply in the event of an Emergency. For the purposes of this section, an “Emergency” means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
I. Conflict With State or Federal Requirements
If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

IV. MISCELLANEOUS PROVISIONS

A. Submittals. The Prime Contractor must submit the following reports to the LEAP office in accordance with the Document Submittal Schedule. All reports shall be submitted on the forms supplied and approved by the LEAP Office. The Prime Contractor is responsible for ensuring compliance by all Subcontractors working on the project. Failure to submit said forms may result in the withholding of a progress payment until received.

B. Contract Compliance Review. The LEAP Coordinator shall review Prime Contractor and all Subcontractor employment practices during the duration of the contract for compliance with LEAP Program requirements. On-site visits may be conducted, as necessary, to verify compliance with the requirements of the LEAP Program. The Prime Contractor and/or Subcontractor(s) shall not deny to the City the right to interview its employees for the purpose of verifying compliance.

C. Review Process. Any action by the City, its officers and employees, under the provisions of these Rules and Regulations may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within 20 days of the date of the action upon which the appeal is based, and provided to the City by certified mail, or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the Pierce County Superior Court, of the state of Washington, within 15 days of the Board of Contracts and Awards' decision.

D. OTHER CONDITIONS. The Prime Contractor and all Subcontractor(s) will comply with all relevant federal, state, and local laws, including the appropriate provisions of the State of Washington Labor Code regarding the required ratio of Apprentices to journey-worker(s) as defined therein on the job site.
THESE REGULATIONS SHALL BE EFFECTIVE the 17th day of May, 2013

CITY OF TACOMA

By ___________________________ 5/29/2013
T.C. Broadnax, City Manager

By ___________________________ 5/31/13
William A. Gaines, Director of Utilities/CEO
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# Tacoma Community Empowerment Zone Address Index

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| E 52nd Street | 1600-2599 | 940006 | S 12th Street | 1200-2199 | 613 |
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LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: ___________________________ Specification Number: ___________________________

Project Description: ___________________________

Employee Name: ___________________________ Craft: ___________________________

Ethnic Group (optional):  □ Asian/Pac Isl. □ Black □ Hispanic □ Native American □ White □ Other

Social Security Number: ______________________ Gender (optional):  □ MALE □ FEMALE

Complete Physical Address (No PO Boxes): _______________________________________________

City: ___________ State: _______ Zip: _______ Telephone: ___________ Date of Hire: ___________

Apprenticeship County: ___________ Apprentice Registration I.D. (if applicable): ___________

Age: _______ Copy of DD-214: _______

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

LEAP qualified employee categories: (check all that apply)

_____ a. Resident of the Tacoma Community Empowerment Zone

_____ b. Resident within the geographic boundaries of the City of Tacoma

_____ c. Pierce County Apprentice-WA State Approved Apprentice living in Pierce County

_____ d. Youth who is a Tacoma resident (18 to 24 years of age) **Effective on projects advertised after 05-17-13.

_____ e. Youth who is a Pierce County resident (18 to 24 years of age) **Effective on projects advertised after 05-17-13.

_____ f. Veteran who is a Tacoma resident. **Effective on projects advertised after 05-17-13.

_____ g. Veteran who is a Pierce County resident. **Effective on projects advertised after 05-17-13.

_____ h. Tacoma Power Hydro Projects only - Resident of Lewis, Mason, Grays Harbor, Pierce and Thurston Counties - (verified by proof of county residency) *Effective on projects advertised after 07-10-09

_____ i. Tacoma Water Green River Headworks and Watershed Projects only - Resident of Seattle’s Duwamish and White Center Community Empowerment Zone (CEZ) or King County Apprentice (verified by proof of CEZ residency) or (King County Apprentice status verified by the Labor & Industries website, www.lni.wa.gov/, directions to follow)

*Effective on projects advertised after 07-10-09

Signature of Employee: __________________________________________ Date: ________________

Contractor Representative: ____________________________ Date: ________________

Revised 05-2013/DC
LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

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

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

Driver's License with current address

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

Copy of current tax form W-4

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies

Property Tax Records

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative: ________________________________ Date: ________________

Title: ____________________________________________
**PRIME CONTRACTOR**

**LEAP UTILIZATION PLAN**

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

### Part A

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**Part C**

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

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NOTE: Hydro Project Area Residents, King County Apprentices and Seattle RC/CEZ residents qualify on those projects in those areas if advertised after 07-10-09.

NOTE: Tacoma Youth and Veterans and Pierce County Youth and Veterans qualify on projects advertised after 05-17-13.

Rev. 05-2013 DC
General Instructions for completing Prime Contractor LEAP Utilization Plan

**Part A**

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

**Part B**

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

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

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

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

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

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

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

**Part C**

**Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal:** This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.
F700-029-000 Statement of Intent to Pay Prevailing Wages 06-2010

**Intent ID # (Assigned by L&I)________________**

### Your Company Information
- **Company Name**
- **Address**
- **City**
- **State**
- **Zip+4**
- **Contractor Registration Number**
- **UBI Number**
- **Industrial Insurance Account Number**
- **Email Address (required for notification of approval)**
- **Phone Number**

### Awarding Agency Information
- **Project Name**
- **Contract Number**
- **Awarding Agency**
- **Awarding Agency Address**
- **City**
- **State**
- **Zip+4**
- **Awarding Agency Contact Name**
- **Phone Number**
- **County Where Work Will Be Performed**
- **City Where Work Will Be Performed**

### Additional Details
- **Your Expected Job Start Date (mm/dd/yyyy)**
- **Job Site Address/Directions**

### ARRA Funds
- Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?  
  - [ ] Yes  
  - [ ] No

### Prime Contractor Information
- **Prime Contractor**
- **Contractor Registration Number**
- **UBI Number**

### Employment Information
- Do you intend to use subcontractors?  
  - [ ] Yes  
  - [ ] No
- Will employees perform work on this project?  
  - [ ] Yes  
  - [ ] No
- Will ALL work be subcontracted?  
  - [ ] Yes  
  - [ ] No
- Do you intend to use apprentice employees?  
  - [ ] Yes  
  - [ ] No

Number of Owner Operators who own at least 30% of the company who will perform work on the project:  
- [ ] None (0)  
- [ ] One (1)  
- [ ] Two (2)  
- [ ] Three (3)

### Crafts/Trades/Occupations
(Do not list apprentices they are listed on the Affidavit of Wages Paid only.)
- If an employee works in more than one craft, ensure that all hours worked in each craft are reported below. For additional craft/trades/occupations please use Addendum A.

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (&quot;Fringe&quot;) Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Signature Block
I hereby certify that I have read and understand the instructions to this form. That the information, including any addendums, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Name:  
Title:  
Signature:  
Date:  

**For L&I Use Only**

**APPROVED:**  
Department of Labor and Industries  
Check Number:  
- [ ] $40 or  
$  
Received:  

By  
Industrial Statistician  

Department of Labor and Industries  
(360) 902-5335  
www.lni.wa.gov/TradesLicensing/PrevWage  
- This form must be typed or printed in ink.  
- Fill in all blanks or the form will be returned for correction (see instructions).  
- Please allow a minimum of 10 working days for processing.  
- Once approved, your form will be posted online at  
  https://fortress.wa.gov/lni/pwiapub/SearchFor.asp

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- Fill in all blanks or the form will be returned for correction (see instructions).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at https://fortress.wa.gov/lni/pwiapub/SearchFor.asp
**AFFIDAVIT OF WAGES PAID**

Public Works Contract

$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I)________________

### Your Company Information

<table>
<thead>
<tr>
<th>Your Company Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awarding Agency</td>
<td>Contract Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Your Address</th>
<th>Awarding Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Your Contractor Registration Number</th>
<th>Your UBI Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awarding Agency Contact Name</td>
<td>Phone Number</td>
</tr>
<tr>
<td>County Where Work Was Performed</td>
<td>City Where Work Was Performed</td>
</tr>
</tbody>
</table>

### Additional Details

<table>
<thead>
<tr>
<th>Your Job Start Date (mm/dd/yyyy)</th>
<th>Your Date Work Completed (mm/dd/yyyy)</th>
</tr>
</thead>
</table>

### Arra Funds

Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?  
[ ] Yes  [ ] No

### Prime Contractor Information

<table>
<thead>
<tr>
<th>Prime Contractor Registration Number</th>
<th>UBI Number</th>
</tr>
</thead>
</table>

### Hiring Contractor Information

<table>
<thead>
<tr>
<th>Contractor Registration Number</th>
<th>UBI Number</th>
</tr>
</thead>
</table>

### Employment Information

<table>
<thead>
<tr>
<th>Did you use subcontractors?</th>
<th>Yes (Addendum B Required)</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was ALL work subcontracted?</td>
<td>Yes (Addendum B Required)</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Owner/Operators who own at least 30% of the company who performed work on the project:</th>
<th>None (0)</th>
<th>One (1)</th>
<th>Two (2)</th>
<th>Three (3)</th>
</tr>
</thead>
</table>

### Crafts/Trades/Occupations and Apprentices

For Apprentices enter the name, registration number, trade, dates worked on project, stage of progression, wage and fringe for each apprentice. For additional craft/trades/occupations please use Addendum A.

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Total # of Hours Worked</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (&quot;Fringe&quot;) Benefits</th>
</tr>
</thead>
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Name: __________________________ Title: __________________________ Signature: __________________________ Date: __________________________

For L&I Use Only

APPROVED: Department of Labor and Industries  
Check Number:  
[ ] $40  [ ] $____________

Received: __________________________

By: __________________________

Industrial Statistician

F700-007-000 Affidavit of Wages Paid 06-2010

[**SAMPLE**]
PREVAILING WAGE RATES

FOR

GRAYS HARBOR, KING, LEWIS, MASON, PIERCE, THURSTON COUNTY / COUNTIES

Effective date August 18, 2015

See Department of Labor and Industries URL link

PREVAILING WAGE RATES

FOR

GRAYS HARBOR, KING, LEWIS, MASON, PIERCE, THURSTON COUNTY / COUNTIES 
APPRENTICES

Effective date August 18, 2015

See Department of Labor and Industries URL link
CONTACTS:
MARTY BERTRAM — 253–381–1614
JAY MADDEN — 253–502–8366

DIRECTIONS TO TACOMA PUBLIC UTILITIES, UTILITY CENTER

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

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

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

VICINITY MAP
COWLITZ PROJECT AREA MAP

DIRECTIONS -

Cowlitz Trout Hatchery
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive 7 mi. Turn right onto Tucker Rd. (Grocery store will be on the left). Follow Tucker Rd. 1.5 mi. Veer left onto Classe Rd. At "T" turn left onto Spencer Rd. Follow Spencer Rd. 2 mi. And turn right onto Cowlitz Game Fish Hatchery Driveway. Follow Driveway .75 mi. to Hatchery.

Cowlitz Salmon Hatchery
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive 12 mi., turn right onto Fuller Rd. Follow Fuller Rd. to "T." Turn left and travel 1.1 mi. Continue downhill to Salmon Hatchery.

Glenoma Community Park
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive approximately 48 mi. And take a right turn on Kosmos Rd. and first left onto Improved Dirt Road (Champion Haul Road). Follow Champion Haul Road approximately 3/4 mile to first left, Glenoma Road. Travel approximately 1/2 mile to park.

Kosmos Boat Launch
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive approximately 48 mi. And take a right turn on Kosmos Road and follow signs to the boat launch.

Mayfield Lake Park
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive approximately 19 mi. Turn left onto Reach Road (approx. 1 mile past Mayfield lake bridge). Travel 1/2 mile to park.

Mayfield Office Building, Dam & powerhouse
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive 14 mi. Turn right just before small store onto Gershick Rd. Follow Gershick Rd. to cyclone fence/side gate. Pass through gate and follow one-lane road to Mayfield office on the left. To reach the powerhouse, continue downhill to the end of the road.

Mossyrock Park
Mossyrock Park is located about 98 miles south of Tacoma in Lewis County near the town of Mossyrock. From Tacoma, take I-5 South to State Route 12 (exit 68 "Morton"). Turn left eastbound on State Route 12 for approximately 21 miles. Turn right on Williams Street (flashing yellow light). Continue on Williams Street to the town of Mossyrock. When you reach the "T," turn left onto East State Street and go for 3 miles to Mossyrock Park entrance.

Mossyrock powerhouse
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive approximately 21 mi. To Williams St. (Traffic light) and turn right on Williams St. For 8.4 mi. To State Street. Turn left (East) on East State St. For 2.5 miles to Young Rd. Turn left (North) on Young Road and follow Young Road for .9 mile and turn right at Mossyrock Dam View Point Sign. Go .5 mile and turn left on Dam Access Road Go .1 mile to Dam/Powerhouse.

Taidnapam Park
From Tacoma, take I-5 South. Drive 66 mi. to exit 68, "Morton." Turn left onto Hwy. 12 East. Drive approximately 48 mi. And take a right turn on Kosmos Road and first left onto Improved Dirt Road (Champion Haul Road). Follow Champion Haul Road approximately 4 miles to Taidnapam Park entrance.
DIRECTIONS-

CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:
FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 181 NORTH. FOLLOW HWY. 181 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 181 NORTH 2.7 MILES TO HOODSPORT AND TURN LEFT ONTO HWY. 119 AT "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 4.4 MI. AND TAKE A LEFT ON N. STANDSTALL DR. CONTINUE PAST LAKE CUSHMAN FIRE DISTRICT BUILDING FOR APPX. 600 YARDS TO DAM CONTROL BUILDING AND SWITCHYARD ENCLOSED IN FENCED AREA WITH RESTRICTED AREA SIGNS.

CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:
FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 181 NORTH. FOLLOW HWY. 181 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT. FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 181 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HWY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONDO LOWER LAKE DR. TRAVEL 1.1 MILES AND TURN LEFT ONTO RESTRICTED CITY DRIVEWAY TO CUSHMAN NO. 2 DAM GATE DIRECTLY AHEAD.
NISQUALLY PROJECT AREA MAP

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

FROM TACOMA AREA DRIVE SOUTH ON I-5 TO STATE HWY. 512 EAST AND FOLLOW FOR 2.1 MILES TO PACIFIC AVE./MT. RANIER EXIT. TURN RIGHT ON PACIFIC AVE. (HWY. 7) AND CONTINUE SOUTH 5.1 MILES PAST THE "ROY Y". CONTINUE ON HWY. 7 FOR 26 MILES AND TURN RIGHT ON ALDER LAKE DAM ROAD EAST. CONTINUE TO ALDER LAKE PARK AND ALDER DAM. TRAVEL 2 MILES PAST ALDER LAKE CAMPGROUND ON HWY. 7 TO SUNNY BEACH POINT ON THE RIGHT AND 5 MILES PAST SUNNY BEACH POINT TO ROCKY POINT CAMPGROUND ON THE RIGHT.
DIRECTIONS
FROM TACOMA, TRAVEL SOUTH ON I-5 TO OLYMPIA. TAKE THE HWY. 8 (OCEAN BEACHES) EXIT AND TRAVEL WEST APPROXIMATELY 45 MILES (JUST PAST MONTESANO), TURN RIGHT AT THE DEVONSHIRE ROAD EXIT ONTO WYNOOCHEE VALLEY ROAD AND TRAVEL APPROXIMATELY 36 MILES TO THE WYNOOCHEE PROJECT.