



City of Tacoma, WA

TACOMA POWER/POWER MANAGEMENT

REQUEST FOR BIDS

**ELECTRIC VEHICLE CHARGING STATION INSTALLATION -
DOWNTOWN TACOMA**

SPECIFICATION NO. PM22-0384F



**City of Tacoma
Tacoma Power/Power Management**

**REQUEST FOR BIDS PM22-0384F
Electric Vehicle Charging Station Installation – Downtown Tacoma**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday May 16th, 2023

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Pre-Proposal Meeting: A pre-proposal meeting will be held via TEAMS on Tuesday, April 18th at 11:00am. [Click here to join the meeting](#) - Meeting ID: 264 481 381 551 Passcode: AnnQxV - [Download Teams](#) | [Join on the web](#)

Project Scope: The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for the installation of electric vehicle charging stations in the downtown Tacoma area.

Estimate: \$630,000

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

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Erica Pierce, Senior Buyer by email to epierce@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.

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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.

PM22-0384F

ELECTRIC VEHICLE CHARGING STATION INSTALLATION – DOWNTOWN TACOMA

Tom McCarroll, Project Manager
Power Management
Tacoma Public Utilities

Xiaoping Zhang, P.E.
Principal

Tacoma Power Building
3628 South 35th Street
Tacoma, Washington 98409


Concord Engineering, Inc.
2285 116th Ave NE
Bellevue, Washington 98004



3/29/2023

SUBMITTAL CHECK LIST

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

The following items make up your complete electronic submittal package (include all the items below):	
Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Bid Bond (Appendix B)	
Certification of Compliance with Wage Payment Statutes (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).	
State Responsibility and Reciprocal Bid Preference Information (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).	
EIC Utilization Form (Appendix B)	
Contractors Record of Prior Contracts (Appendix B)	
"Submittals Required with Bid" as are listed in the Special Provisions Section 01300 – Submittals and Shop Drawings	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements	
Payment and Performance Bonds (See samples in Appendix C) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company	
General Release (See sample in Appendix C)	

LEAP Program Requirements and Forms (Appendix D)	
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HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - i. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA

See Section 01300 – Submittals and Shop Drawings, 1.1 Submittals Required/Requested with Bid.

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

1. MINIMUM REQUIREMENTS

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

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids. Projects must include the following:
 - a) At least 1 project installing electrical vehicle supply equipment
 - b) At least 1 project that included trenching in the public right of way and requiring a street closure
 - c) At least 1 public works project over \$150,000
2. A minimum of five (5) documented years' experience in electrical vehicle supply equipment supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.

2. GENERAL PROVISIONS

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

3. INSURANCE REQUIREMENTS

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

4. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for the installation of electric vehicle charging stations. Contract will be awarded to the lowest responsive and responsible bidder based on price and availability.

5. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

Publish RFB:	4/04/2023
Pre-Bid Meeting: (11:00am)	4/18/2023
RSVP Deadline for Pre-Bid Site Meeting:	4/19/2023
Pre-Bid Site Meeting:	4/21/2023
Question Deadline:	4/26/2023

City response to Questions:	5/3/2023
Submittal Due Date:	5/16/2023
Anticipated Award Date, on or about:	5/22/2023
City Council and/or PUB Approval, on or about:	6/14/2023

6. INQUIRIES

- 6.1** Questions can be submitted to Erica Pierce, Senior Buyer, via email to epierce@cityoftacoma.org. Subject line to read:
PM22-0384F – Electric Vehicle Charging Station Installation – *VENDOR NAME*
- 6.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- 6.3** Questions marked confidential will not be answered or included.
- 6.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.5** The answers are not typically considered an addendum.
- 6.6** The City will not be responsible for unsuccessful submittal of questions.
- 6.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

7. PRE-BID MEETING

A pre-bid meeting will be held on Tuesday, April 18th at 11:00am via TEAMS. [Click here to join the meeting](#) - Meeting ID: 264 481 381 551 Passcode: AnnQxV - [Download Teams](#) | [Join on the web](#)

8. DISCLAIMER

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

9. RESPONSIVENESS

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

10. AWARD

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

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

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

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

11. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

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

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

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

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

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

REQUIRED FILINGS

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

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

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

12. BID BONDS

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

12.1 If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.

12.2 If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

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

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond

shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

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

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

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

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

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

13. PAYMENT AND PERFORMANCE BOND

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

- 13.1** The City's payment and performance bond forms must be used.
- 13.2** The payment and performance bonds must be executed by a surety company licensed to do business in the state of Washington.
- 13.3** The cost of a payment and performance bonds must be included in submittal prices. Bonds will not be paid as a separate line item.
- 13.4** For a supply-type contract, a certified cashier's check or cash may be substituted for the bonds; however, this cash or check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

The same bonds can remain in place over the life of the contract and annual status inquiries can be directed to Erica Pierce via email to epierce@cityoftacoma.org.

14. WARRANTY

Labor: Minimum three (3) year warranty.

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

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

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

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

15. INSPECTION

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

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

16. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

17. COMPLIANCE WITH SPECIFICATIONS

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

18. MATERIALS AND WORKMANSHIP

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

19. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

20. LEAP REQUIREMENTS

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

21. EQUITY IN CONTRACTING

This project has EIC requirements, see Appendix D for complete EIC documentation.

APPENDIX A

Special & Technical Specifications

Drawings & Plans

ELECTRIC VEHICLE CHARGING STATION INSTALLATION – DOWNTOWN TACOMA

SPECIFICATION NO. PM22-0384F

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

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SECTION 02101 – SOILS MANAGEMENT

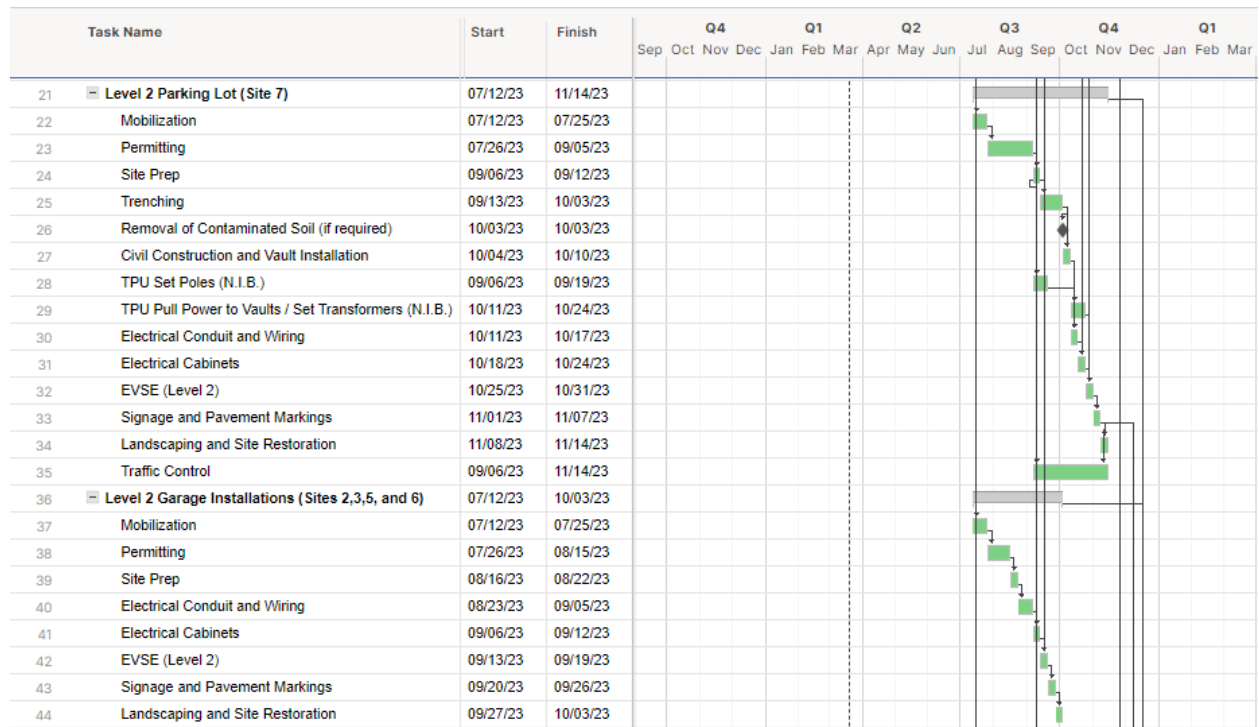
SECTION 02200 - EARTHWORK

SECTION 02800 – FACILITY REMEDIATION (LEAD & ASBESTOS ABATEMENT AND COATINGS
REMOVAL/APPLICATION)

DIVISION 16 - ELECTRICAL

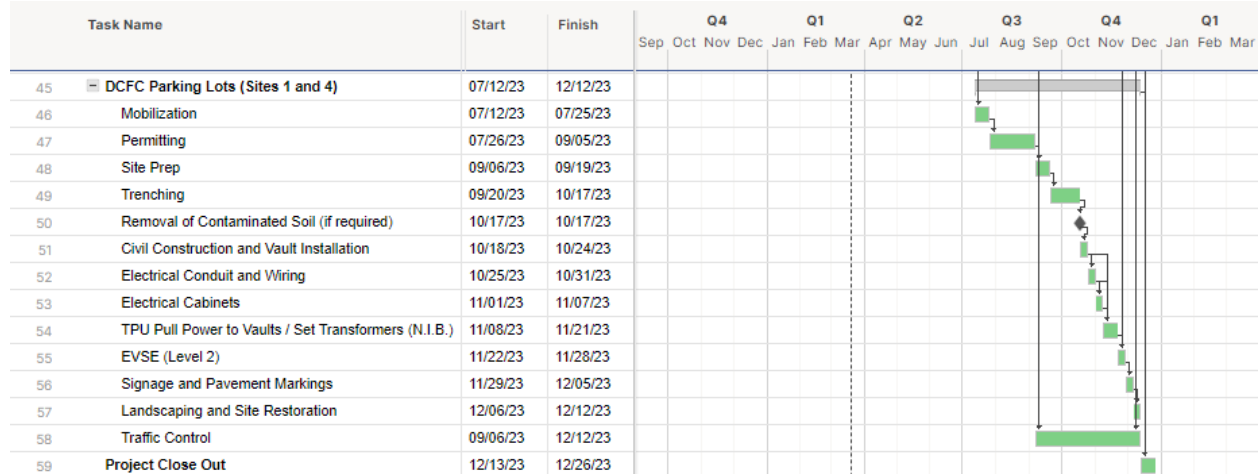
SECTION 16050 - BASIC MATERIALS AND METHODS

EVSE (Level 2) installations (Sites 2,3,5,6, and 7)



Sites 2,3,5,6, and 7 EVSE (Level 2) must be in-service before 12/31/2023

EVSE (DCFC) installations (Sites 1 and 4)



Sites 1 and 4 EVSE (DCFC) must be in service before 3/31/2024

B. HARD DEADLINES

Level 2 charging (project sites 2, 3, 5, 6, and 7) must be installed and in service prior to 11/17/2023.

DCFC charging (project sites 1 and 4) must be installed and in service prior to 4/1/2024.

1.2 PROJECT LOCATION

This project is located at seven locations in downtown Tacoma. Locations are shown on Tacoma Power Drawing No. CV1. The project is located in Pierce County, Washington.

Site #	Site Location	Description
1	Market Street Muni Parking Lot 728 Market St Tacoma, WA 98402	Install DCFC charging equipment to serve (2) parking stalls. Equipment fed from Tacoma Power vault on S Court D St.
2	Tacoma Parking Garage 110 S 10th St Tacoma, WA 98402	Demo lighting contactor boxes and install new 200A sub panel. Install Level 2 charging equipment to serve (2) parking stalls. Equipment fed from building service.
3	Park Plaza Garage 923 Commerce St Tacoma, WA 98402	Install Level 2 charging equipment to serve (6) parking stalls. Equipment fed from existing EV service panel.
4	14th St Parking Lot 1401 Pacific Ave Tacoma, WA 98402	Install DCFC charging equipment to serve (2) parking stalls. Equipment fed from Tacoma Power vault near S 14 th Street and Court A.
5	Museum of Glass Garage 1801 Dock St Tacoma, WA 98402	Install Level 2 charging equipment to serve (6) parking stalls. Equipment fed from building service.
6	Convention Center Garage 1500 Commerce St Tacoma, WA 98402	Install Level 2 charging equipment to serve (6) parking stalls. Equipment fed from building service.
7	Tacoma Dome Parking Lot A 2727 East D St. Tacoma, WA 98421	Install Level 2 charging equipment to serve (10) parking stalls. Equipment fed from new poles installed by Tacoma Power near East E Street and E D Street.

1.3 SITE SHOWING

The bidder will be responsible for examining the site(s) and to have compared the sites with the specifications and contract drawings contained in this specification, and 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, special work conditions including work schedules, obstacles and contingencies) before the delivery of their proposal.

No allowance will be subsequently made by the City on behalf of the bidder by reason of any error or neglect on the bidder's part, for such uncertainties as aforesaid.

The schedule below indicates when Tacoma Power will be at specific project sites to allow bidders to assess site conditions.

April 21st, 2023 Site Visit Schedule

Anticipated Time	Site #	Site Location	Site publicly accessible
10:00am – 10:30am	2	Tacoma Parking Garage 110 S 10th St Tacoma, WA 98402	No
10:40am – 11:10am	3	Park Plaza Parking Garage 923 Commerce St Tacoma, WA 98402	No
11:20am – 11:50am	6	Convention Center Parking Garage 1500 Commerce St Tacoma, WA 98402	No
1:00pm – 1:30pm	5	Museum of Glass Parking Garage 1801 Dock St Tacoma, WA 98402	No
1:40pm – 2:20pm	7	Tacoma Dome Parking Lot 2727 East D St. Tacoma, WA 98421	Yes
2:30pm – 3:15pm	4	14 th Street Parking Garage 1401 Pacific Ave Tacoma, WA 98402	Yes
3:25pm – 4:00pm	1	Market Street Muni Parking Lot 728 Market St Tacoma, WA 98402	Yes

Bidders must RSVP for the site showing by 3:00 p.m. on Wednesday, April 19th. Site showings may be cancelled if no bidders RSVP. RSVP by contacting Erica Pierce at EPierce@cityoftacoma.org. Bidders must include name of person meeting City staff and a valid text number. Correspondence regarding day of logistics, including scheduling changes, will be done via text message.

Due to the nature of this project, the bidder is responsible for examining the site prior to placing a bid. **Only one (1) site showing will be conducted. It is the bidder's responsibility to assure that they attend the site showing as scheduled.** If the contractor cannot make the listed showing, they may be able to coordinate a visit to the site on their own. Failure to examine the site may be grounds to reject the bid. Tacoma Power shall make no adjustment to the price or provide any compensation to the contractor for impacts relating to the contractor's failure to consider the potential impacts of not only the site conditions observed, but changes in the observed conditions that could have been foreseen by the contractor.

By entering into the contract, the bidder represents that they have inspected in detail the project site and has become familiar with all the physical and local conditions affecting the project and/or the project site. Any information provided by the City to the contractor, relating to existing conditions on, under, or to the project and/or site including, but not limited to information pertaining to hazardous material abatement and other conditions affecting the project site, represents only the opinion of the City as to the location, character, or quantity of such conditions and is provided only for the convenience of the contractor. The contractor shall draw their own conclusions from such information and make such tests, review and analyses as the contractor deems necessary to understand such conditions and to prepare their proposal.

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

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

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

1.4 COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor will be required to complete the contract documents and to provide surety and payment bonds within ten (10) calendar days after the award of the contract. The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work. Notification to commence work may either be by letter or, if no letter is issued, by agreement at the preconstruction conference (or if no letter is issued, by the date the contract is executed by the City).

The amount of liquidated damages set forth in General Provision 3.14 is hereby modified to \$500 per day. All other terms in General Provision 3.14 shall remain the same.

The contractor shall begin purchasing material required for all work to be performed in the contract within ten (10) calendar days after the pre-construction meeting. All materials necessary to complete the job shall be staged and inspected by the project lead before any work including demolition will be started.

1.5 SPECIFICATION FORMAT

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

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

1.6 CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 7:00 a.m. to 9:00 p.m., excluding holidays, described in Section 2.13 of the General Provisions or as otherwise approved by the City.

If the contractor elects to work on a Saturday, Sunday, holiday or longer than the designated contract work times, such work shall be considered overtime work. On all such overtime work, a City project lead or their inspector must be present. The contractor shall reimburse the City for the full amount of the costs for City employees who must work any such overtime hours. It shall be the project lead's decision as to when an inspector is required. For the purpose of estimation of reimbursement of City employee's overtime, the bidder shall budget \$50.00 per hour.

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

The contractor shall submit a weekly proposed work plan showing required inspections for Monday through Sunday of the following week. This work plan shall be given to the project lead for approval by 11:00 A.M. every Thursday, which is when the coordination meeting as described in Section 01040 – Project Coordination will be held.

Work not specifically detailed on the weekly work plan as requiring inspection or building system shutdown shall not be performed unless approved by the project lead. The contractor shall reimburse the City for all inspection of work not previously scheduled or approved by the project lead. Work requiring inspection shall be determined solely by the project lead.

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

1.7 QUALIFICATION OF CONTRACTORS

A. QUALIFIED CONTRACTORS

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

Submit to the project lead within ten (10) calendar days following execution of the contract documents, a list of all subcontractors, including each subcontractor's address, telephone number, and contact person to be used on this project.

After completion of the project, an evaluation prepared on the form titled "Generation Contractor Performance Review" which is attached will be completed for the general and all subcontractors on this project. This form will be used to determine the adequacy of the work performed on this project including supervisor, quality of work, and adequate manpower and equipment, and the ability for the general or subcontractor to perform work for Tacoma Power in the future.

Any exception taken by any contractor to the comments on the form should be directed to the project lead within thirty (30) days of receipt. Failure to adequately respond to a poor evaluation within this time frame will be cause for rejection of future bids. The completed evaluation form will be shared with the contractor and subcontractors, but will be kept confidential by the City.

B. QUALIFIED SUPERINTENDENT

The contractor shall employ a competent superintendent as referenced in Section 01040 – Project Coordination, Paragraph 1.15 – Superintendent.

1.8 SPECIFICATIONS AND DRAWINGS

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

Drawings for Construction

Sheet No.	Sheet Name	Title
1	CV1	Cover
2	EL1	Municipal Parking Lot
3	EL2	Tacoma Parking Garage
4	EL3	Park Plaza Garage
5	EL4	14 TH St Lot
6	EL5	Museum Of Glass Parking Lot
7	EL6	Convention Center Garage
8	EL7	Tacoma Dome, Lot A
9	EL8	Communication Gateway Enclosure Details
10	EL9	Smart DC Charger And Disconnect Details
11	EL10	EVSE Pavement Marking And Signage Details
12	EL11	Service Foundation And Grounding Details
13	EL12	480V and 208V Service Cabinet Details
14	EL13	Pedestal Installation Details
15	EL14	Panel Schedules (1 of 2)
16	EL15	Panel Schedules (2 of 2)

A maximum of one (1) sets of specifications and one (1) set of full-size reproducible drawings will be furnished to the successful bidder for construction purposes. It shall be the contractor's responsibility to provide sufficient sets of drawings for building purposes.

The contractor shall keep on the job site a full-size copy of the drawings and the specifications, and shall, at all times, give the project lead access thereto.

1.9 EVALUATION OF BIDS

The award of this contract will not be based on cost alone as other factors and features are equally important. The contract will be awarded to the lowest responsive and responsible bidder complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

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

All other elements or factors, whether or not specifically provided for in this contract, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. The conclusive award decision will be based on the best interests of the City. The project lead's decision as to which contractor best meets the City's need will be final.

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

- A. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity and overall cost. Experience must include:
 - a. At least 1 projects installing electrical vehicle supply equipment.
 - b. At least 1 project that trenching in a public right of way that required street closure.
 - c. At least 1 public works project over \$150,000.
 - d. A single project may be used to meet the above criteria.
- B. A minimum of five (5) documented years' experience in project supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids. See Section 01300 - Submittals and Shop Drawings.
- C. Proposal prices, base bid, and cost of any or all alternates listed.
- D. Review of all required submittals.
- E. Past record with the City (including satisfying safety requirements).
- F. Bidder's responsibility based on, but not limited to:
 - 1. Ability, capacity, organization, technical qualifications and skill to perform the contract or produce the services required.
 - 2. Contractor's construction record including references, judgment, stability, adequacy of equipment proposed to be furnished.
 - 3. Whether the contract can be performed within the time specified.
 - 4. Quality of performance of previous contracts or services

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

1.1 ADMINISTRATION

A. AUTHORITY

Payment will be made monthly based on the schedule of values. Percent completion will be calculated by the project lead based on schedule of values and material on hand. Material not on the project site will not be paid for. Once material is on hand, it will be considered part of the job and shall not be removed for any reason until the entire job is complete.

The City will make payments for major pieces of equipment and for large lots of materials for larger projects. If a line item for installation and commissioning exists in the schedule of values, the project lead may elect to pay 100-percent of the material or equipment cost. If such line items are negligible as compared to the cost of the equipment, the project lead, at their discretion, may elect to hold up to 20-percent of the cost of major equipment or materials until such a time as the equipment is installed, tested, and accepted by the City.

In case work is suspended, nearly suspended, or in case only unimportant progress is being made, the project lead may, at their discretion, make progress estimates at longer intervals than once a month.

Modify Section 2.14 of the General Provisions as follows.

NOTE: All questions regarding contract status or payments should be directed to the project lead.

B. UNIT QUANTITIES SPECIFIED

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

Adjustments to contract prices due to changes in quantity shall be in accordance with the latest edition of the Standard Specifications, unless otherwise modified by this specification.

The City reserves the right to delete any bid item from the contract by notifying the contractor in writing of its intent. In the event of deleted work, the contractor's sole compensation shall be the money due the contractor for materials that had been purchased and obtained by the contractor prior to the deletion of the work.

C. CONTRACT PRICE

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

All work not specifically described or mentioned in these specifications, but are required to be constructed to achieve complete and operable systems, structures or amenities shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

D. NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable

2. Products determined as unacceptable before or after placement
3. Products not completely unloaded from the transporting vehicle
4. Products placed beyond the lines and levels of the required work
5. Products remaining on hand after completion of the work
6. Loading, hauling and disposing of rejected products

E. WORK INCIDENTAL TO BID ITEMS

Incidental work included in Section 01025 1.2 Proposal Items

1.2 PROPOSAL ITEMS

1.2.1 - SITE 1 – MARKET STREET MUNI PARKING LOT

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, soil testing, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, site development, right of way, and traffic control and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes clearing and grubbing, erosion control, and demolition required to begin installation. For specific requirements of soils preparation, see Soils Report/Utility.

4. TRENCHING

A. MEASUREMENT

Trenching shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Trenching shall be full compensation for all labor, equipment, materials, and tools necessary to perform trenching work required to install EVSE.

The work under this bid item includes asphalt cutting, grading and compaction, trench excavation, earth work, shoring, installing correct fill and furnishing. Also included in this bid item are proofing, and installation of marker tape and true tape as required by the drawings. Incidental work includes maintaining a safe and tidy work area and all additional work necessary to complete trenching.

5. CIVIL CONSTRUCTION AND VAULT INSTALLATION

A. MEASUREMENT

Civil Construction and Vault Installation shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Civil Construction and Vault Installation shall be full compensation for all labor, equipment, materials, and tools necessary to perform civil construction work and install utility vaults.

The work under this bid item includes furnishing and installation of precast concrete vaults, installing concrete foundations for Tacoma Power supplied equipment, installation of protective bollards, and all other earthwork or utility components required to prepare the site for EVSE installation. This bid item also includes all coring through existing and new vaults and concrete walls and slabs, and other work to provide the complete utility systems as shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete civil construction and vault installation.

6. REMOVAL OF CONTAMINATED SOIL (IF DETERMINED NECESSARY)

A. MEASUREMENT

Remove and properly dispose of soil if identified as hazardous by soil testing. Shall be measured by the ton (TON). Weight tickets will be collected by the inspector. In lieu of the above method, when scales are not readily accessible, the project lead will determine an equitable conversion factor from cubic yards (CY) to tons (TON) and the inspector will estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price by the ton (TON) for Removal of Contaminated Soil if testing determines removal is necessary.

7. TRAFFIC CONTROL

A. MEASUREMENT

Traffic Control shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Traffic Control shall be full compensation for all labor, equipment, materials, and tools necessary to perform all traffic remediation necessary to maintain safe operation of the Market Street Muni Parking Lot during construction.

Incidental work includes creating a traffic management plan and procurement of required safety and traffic control equipment.

8. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

9. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

10. EVSE (DCFC)

A. MEASUREMENT

Installation of customer supplied EVSE (DCFC) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (DCFC) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (DCFC) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

11. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

12. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to restore landscaping via like for like replacement and fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pickup and delivery of plants and landscaping materials, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.2 - SITE 2 – TACOMA PARKING GARAGE

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, commercial alteration, and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes cleaning the job site, minor traffic control to ensure a safe work area, and any demolition required to begin installation.

4. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

5. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

6. EVSE (LEVEL 2)

A. MEASUREMENT

Installation of customer supplied EVSE (Level 2) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (Level 2) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (Level 2) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

7. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

8. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications. Work includes broom sweeping of site and removal of all construction debris.

Incidentals include maintaining a safe and tidy work area, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.3 - SITE 3 – PARK PLAZA GARAGE

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, commercial alteration, and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes cleaning the job site, minor traffic control to ensure a safe work area, and any demolition required to begin installation.

4. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

5. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

6. EVSE (LEVEL 2)

A. MEASUREMENT

Installation of customer supplied EVSE (Level 2) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (Level 2) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (Level 2) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

7. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

8. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications. Work includes broom sweeping of site and removal of all construction debris.

Incidentals include maintaining a safe and tidy work area, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.4 - SITE 4 – 14TH STREET LOT

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, soil testing, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, site development, right of way, and traffic control and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes clearing and grubbing, erosion control, and demolition required to begin installation. For specific requirements of soils preparation, see Soils Report/Utility.

4. TRENCHING

A. MEASUREMENT

Trenching shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Trenching shall be full compensation for all labor, equipment, materials, and tools necessary to perform trenching work required to install EVSE.

The work under this bid item includes asphalt cutting, grading and compaction, trench excavation, earth work, shoring, installing correct fill and furnishing. Also included in this bid item are proofing, and installation of marker tape and true tape as required by the drawings. Incidental work includes maintaining a safe and tidy work area and all additional work necessary to complete trenching.

5. CIVIL CONSTRUCTION AND VAULT INSTALLATION

A. MEASUREMENT

Civil Construction and Vault Installation shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Civil Construction and Vault Installation shall be full compensation for all labor, equipment, materials, and tools necessary to perform civil construction work and install utility vaults.

The work under this bid item includes furnishing and installation of precast concrete vaults, installing concrete foundations for Tacoma Power supplied equipment, installation of protective bollards, and all other earthwork or utility components required to prepare the site for EVSE installation. This bid item also includes all coring through existing and new vaults and concrete walls and slabs, and other work to provide the complete utility systems as shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete civil construction and vault installation.

6. REMOVAL OF CONTAMINATED SOIL (IF DETERMINED NECESSARY)

A. MEASUREMENT

Remove and properly dispose of soil if identified as hazardous by soil testing. Shall be measured by the ton (TON). Weight tickets will be collected by the inspector. In lieu of the above method, when scales are not readily accessible, the project lead will determine an equitable conversion factor from cubic yards (CY) to tons (TON) and the inspector will estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price by the ton (TON) for Removal of Contaminated Soil if testing determines removal is necessary.

7. TRAFFIC CONTROL

A. MEASUREMENT

Traffic Control shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Traffic Control shall be full compensation for all labor, equipment, materials, and tools necessary to perform all traffic remediation necessary to maintain safe operation of the Market Street Muni Parking Lot during construction.

Incidental work includes creating a traffic management plan and procurement of required safety and traffic control equipment.

8. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

9. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

10. EVSE (DCFC)

A. MEASUREMENT

Installation of customer supplied EVSE (DCFC) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (DCFC) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (DCFC) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

11. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

12. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to restore landscaping via like for like replacement and fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pickup and delivery of plants and landscaping materials, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.5 - SITE 5 – MUSEUM OF GLASS GARAGE

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, commercial alteration, and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes cleaning the job site, minor traffic control to ensure a safe work area, and any demolition required to begin installation.

4. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

5. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

6. EVSE (LEVEL 2)

A. MEASUREMENT

Installation of customer supplied EVSE (Level 2) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (Level 2) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (Level 2) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

7. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

8. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications. Work includes broom sweeping of site and removal of all construction debris.

Incidentals include maintaining a safe and tidy work area, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.6 - SITE 6 – CONVENTION CENTER GARAGE

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, commercial alteration, and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes cleaning the job site, minor traffic control to ensure a safe work area, and any demolition required to begin installation.

4. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

5. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

6. EVSE (LEVEL 2)

A. MEASUREMENT

Installation of customer supplied EVSE (Level 2) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (Level 2) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (Level 2) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

7. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

8. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications. Work includes broom sweeping of site and removal of all construction debris.

Incidentals include maintaining a safe and tidy work area, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.7 - SITE 7 – TACOMA DOME, LOT A

1. MOBILIZATION/DEMobilIZATION, PER LUMP SUM

A. MEASUREMENT

Mobilization/Demobilization shall be measured per the lump sum (LS), not to exceed 5-percent of the base bid price.

B. PAYMENT

The lump sum (LS) contract price for Mobilization/Demobilization shall be full compensation for all labor, equipment, and materials to mobilize to the job site, preparation of work areas, demobilization, including clean up and site restoration. Phases of this job may require multiple mobilizations/demobilizations by some trades/subcontractors for grading, compaction, paving and other related site work. Mobilization/demobilization will only be paid once regardless of the number of mobilizations.

Incidental work under this proposal item includes developing a site safety plan, preparing preconstruction materials, ordering materials, soil testing, reporting labor for LEAP and prevailing wage, maintaining project redline drawings, pre-construction documents, and any other items not specifically identified but necessary to complete mobilization.

70-percent of the bid amount will be paid upon completion of the initial mobilization and job site preparation. The remaining 30-percent will be paid upon completion of all site restoration and clean up and hand off of final project red line drawings.

2. PERMITTING

A. MEASUREMENT

Permitting shall be measured per the lump sum (LS).

B. PAYMENT

The work under this bid item will include pulling all required permits, including (but not limited to) electrical, site development, right of way, and traffic control and all incidental work necessary to acquire permits for construction at the site.

3. SITE PREP

A. MEASUREMENT

Site Prep shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Site Prep shall be full compensation for all labor, equipment, materials, and tools necessary to prep the site.

The work under this bid item includes clearing and grubbing, erosion control, and demolition required to begin installation. For specific requirements of soils preparation, see Soils Report/Utility.

4. TRENCHING

A. MEASUREMENT

Trenching shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Trenching shall be full compensation for all labor, equipment, materials, and tools necessary to perform trenching work required to install EVSE.

The work under this bid item includes asphalt cutting, grading and compaction, trench excavation, earth work, shoring, installing correct fill and furnishing. Also included in this bid item are proofing, and installation of marker tape and true tape as required by the drawings. Incidental work includes maintaining a safe and tidy work area and all additional work necessary to complete trenching.

5. CIVIL CONSTRUCTION AND VAULT INSTALLATION

A. MEASUREMENT

Civil Construction and Vault Installation shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Civil Construction and Vault Installation shall be full compensation for all labor, equipment, materials, and tools necessary to perform civil construction work and install utility vaults.

The work under this bid item includes furnishing and installation of precast concrete vaults, installing concrete foundations for Tacoma Power supplied equipment, installation of protective bollards, and all other earthwork or utility components required to prepare the site for EVSE installation. This bid item also includes all coring through existing and new vaults and concrete walls and slabs, and other work to provide the complete utility systems as shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete civil construction and vault installation.

6. REMOVAL OF CONTAMINATED SOIL (IF DETERMINED NECESSARY)

A. MEASUREMENT

Remove and properly dispose of soil if identified as hazardous by soil testing. Shall be measured by the ton (TON). Weight tickets will be collected by the inspector. In lieu of the above method, when scales are not readily accessible, the project lead will determine an equitable conversion factor from cubic yards (CY) to tons (TON) and the inspector will estimate the number of cubic yards of material in each truck.

B. PAYMENT

The contract price by the ton (TON) for Removal of Contaminated Soil if testing determines removal is necessary.

7. TRAFFIC CONTROL

A. MEASUREMENT

Traffic Control shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) for Traffic Control shall be full compensation for all labor, equipment, materials, and tools necessary to perform all traffic remediation necessary to maintain safe operation of the Market Street Muni Parking Lot during construction.

Incidental work includes creating a traffic management plan and procurement of required safety and traffic control equipment.

8. ELECTRICAL CONDUIT AND WIRING

A. MEASUREMENT

Installation of Electrical Conduit and Wiring shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Conduit and Wiring shall be full compensation for all labor, equipment, materials, and tools necessary to install all electrical conduit, junction boxes, and wiring. The work under this bid item includes installation of all electrical conduit, junction boxes, and wire from the vaults, cabinets, panel boards, EVSE, and communication gateways as shown on the drawings and as described in the specifications. Swabbing of each conduit as specified and all work shown on the drawings.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete electrical conduit and wiring.

9. ELECTRICAL CABINETS

A. MEASUREMENT

Installation of Electrical Cabinets shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to Install Electrical Cabinets shall be full compensation for all labor, equipment, materials, and tools necessary to install electrical cabinets, panel boards, breakers, fuses, and disconnects to support EVSE as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, secure storage of materials, shop supplies, equipment, and labor to complete installation of electrical cabinets.

10. EVSE (LEVEL 2)

A. MEASUREMENT

Installation of customer supplied EVSE (Level 2) shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install customer supplied EVSE (Level 2) shall be full compensation for all labor, equipment, materials, and tools necessary to install and commission customer supplied EVSE (Level 2) and networking equipment per manufacture specifications as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pick up of Tacoma Power provided EVSE, secure storage of EVSE prior to installation, shop supplies, equipment, and labor to complete installation of EVSE.

11. SIGNAGE AND PAVEMENT MARKING

A. MEASUREMENT

Installation of Signage and Pavement Marketing shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to install signage and pavement markings as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, creation of signs identified by the plans, preparation of surfaces to ensure pavement marking adhesion, temporary traffic control to prevent vehicles from driving over wet pavement markings, shop supplies, equipment, and labor to complete installation of signage and pavement markings.

12. LANDSCAPING AND SITE RESTORATION

A. MEASUREMENT

Landscaping and Site Restoration shall be measured per lump sum (LS).

B. PAYMENT

The contract price per lump sum (LS) to restore landscaping via like for like replacement and fully restore the project site for use as a parking lot as shown on the drawings and as described in the specifications.

Incidentals include maintaining a safe and tidy work area, pickup and delivery of plants and landscaping materials, shop supplies, equipment, and labor to complete landscaping and site restoration.

1.2.8 – FORCE ACCOUNT

1. FORCE ACCOUNT, PER LUMP SUM

A. MEASUREMENT

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

B. PAYMENT

Payment shall be made for change order items added to the contract which shall be treated as a deduct to the force account remaining available. The Force Account may be used for any project site.

1.3 FORCE ACCOUNT WORK

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

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

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

1.4 NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS OR WORK

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

1.5 AS-BUILTS

The final payment of this contract will not be released until complete "AS-BUILT" plans are received and approved by the project lead.

1.6 RETAIL SALES TAX (USED ONLY FOR SPECS. FOR ROAD WORK)

NOTE: In accordance with WAC 458-20-171: Retail sales tax does not apply to any portion of a contractor's charge on contracts for work involving building, repairing or improving streets, roads, etc., which are owned by Tacoma Public Utilities and are used primarily for foot or vehicular traffic. The term "building, repairing or improving of a public owned street, place, road, etc." includes clearing, grading, graveling, oiling, paving, and the cleaning thereof." See the referenced ruling for more exceptions. Under this ruling, the retail sales tax applies upon the sale to such contractors of all materials including prefabrication and precast items, equipment used or consumed in the performance of such contracts. This sales tax is paid by the contractor and becomes part of the contractor's costs.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

1.1 PROJECT LEAD

The primary point of contact shall be herein referenced as project lead in these specifications.

Construction management for this project with whom the contractor shall coordinate all their activities will be Mr. Tom McCarroll at 1-253-281-7063 once the notice to commence work is issued. Any changes to these specifications or plans shall be approved by this project lead prior to commencing any work.

Bidder inquiries, regarding technical specifications, may be directed to Erica Pierce at 502-8249. For general purchasing provisions, contact the Procurement front desk at 253-502-8468.

1.2 MEETINGS

A. PRE-BID MEETING

All bidders are invited to attend a pre-bid meeting on April 18th at 11:00 a.m. via TEAMS.

[Click here to join the meeting](#) - Meeting ID: 264 481 381 551 Passcode: AnnQxV -

[Download Teams](#) | [Join on the web](#)

Site Visit will be held on April 21st, 2023, see section 01010 Summary of Work, 1.3 Site Showing for details and mandatory RSVP instructions.

B. PRE-CONSTRUCTION MEETING

Following award of the contract, the project lead will notify the selected bidder of the time, date, and location the pre-construction meeting to be held at the Tacoma Public Utilities Administration Building, 3628 South 35th Street, Tacoma, Washington.

Minutes of the pre-construction meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the project lead within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the project lead and become part of the project file.

C. SITE MEETINGS

The project lead will schedule weekly meetings at a site identified by the project lead prior to each major phase or section of work (may be either in-person or virtual); prior to installing major pieces of equipment as identified by the project lead; and on an as-needed basis. Attendance is required of the contractor, site superintendent and major subcontractors as requested by the project lead. The project lead will notify the contractor of all required site meetings during the pre-construction meeting. Agenda will follow the same format as the pre-construction conference for applicable items.

Minutes of the weekly site meeting will be sent to the contractor and all meeting attendees. Recipients of the pre-construction meeting minutes will be required to direct any comments or changes to these minutes to the project lead within seven (7) days from the date of receipt. If no changes or comments are received within the seven (7) days, the meeting minutes will be kept by the project lead and become part of the project file.

D. CONSTRUCTION WASTE MANAGEMENT MEETINGS

1. Contractor may discuss waste management goals and issues as part of the following regular meetings.
2. Questions concerning waste management shall be directed to City of Tacoma, Solid Waste Manager, at 253-593-7719.

E. COORDINATION MEETING WITH OTHER CONTRACTORS

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

Work on these projects may require:

1. Mobilizing and using cranes
2. Concrete pumping
3. Loading and unloading of materials for these projects
4. Disruptions to the work areas adjacent to this project and other activities which must be coordinated among the City and all affected contractors.

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

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

1.3 PERMITS

The Contractor is responsible for pulling all permits.

The City will issue to the contractor a complimentary electrical permit at the Utility's Electrical Permit Counter. Questions concerning this process shall be directed to the project lead.

1.4 COORDINATION WITH OTHERS

A. OPERATION OF EXISTING FACILITIES

The project work will be conducted during normal operation of City of Tacoma parking facilities. It shall be the responsibility of the contractor to coordinate its work with the City within the project area and minimize impact on parking lot operation.

The facilities or portions of facilities within the project limits must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained by the City in advance, portions of the existing facilities may be taken out of service for short periods.

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

The contractor shall also be responsible to minimize disruptions to access road within the transmission line. Directions of the project lead and/or inspector shall be followed at all times.

The contractor shall also be responsible to minimize disruptions to building occupants during working hours 6:30 a.m. to 6:00 p.m., Monday through Friday.

Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

Existing transmission lines, distribution lines, and utility lines will be encountered during the course of this project. These service systems will remain energized and functional during construction except as otherwise provided for in these specifications.

The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with the contractor's work.

All construction activities shall be coordinated daily with the project lead or their designated representative. Changes to the schedule that will impact on dates shown as milestones on the schedule shall be coordinated with the project lead on a daily basis.

The City will be using this facility for ongoing daily operations.

The contractor shall become familiar with the ongoing operations and include all coordination required as part of the bid. The contractor shall follow all requirements of the City and do all coordination as part of the required work.

B. SCHEDULE AND COORDINATION OF WORK

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

1.5 DIVISION OF WORK

A. MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for all necessary materials (except City-furnished) and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the project lead.

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

Requests for use of alternate materials shall be submitted prior to bid opening in accordance with Section 01300, Paragraph 1.4 – "Or Equal" Clause or Substitutions.

B. CITY-FURNISHED MATERIAL INSTALLED BY CONTRACTOR

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

The City will provide:

1. Flo Level 2 Chargers and associated Flo Hardware (EVSE)
2. Flo DCFC Chargers and associated Flo Hardware (EVSE)
3. Electrical Cabinets and breakers for Sites 1,4, and 7

It shall be the responsibility of the contractor to provide 48 hour notice prior to obtaining the City-furnished material from the Tacoma Power Warehouse, 3628 South 35th Street (rear), Tacoma Washington, between the hours of 10:00 a.m. and 3:00 p.m. on regular City working days with their own forces and equipment. All materials received by the contractor shall become their responsibility and they shall be liable for any material lost or damaged after receipt.

C. WORK TO BE DONE BY CITY

The City will provide all materials and perform all work to:

1. Standard Electrical Utility Work

Notify the project lead a minimum of four (4) days prior to needing any work performed by the City.

Items noted N.I.C. (not in contract) on the drawings will be furnished and installed by the City before or concurrently with the work of this contract and are not included in this contract.

The contractor shall be responsible for coordinating and scheduling the work to be performed by the City so that it coincides with their work.

1.6 LIMITATION OF CONTRACTOR'S WORK AREA/OR CONTRACTOR'S USE OF PREMISES

A. BARRIERS

Dividing work area from area in City use.

B. CITY OCCUPANCY

The project and/or its surrounding area will be occupied/used by the City of on-going daily parking operations. The contractor and City will arrange details during the preconstruction meeting.

C. WORK BY OTHERS AND WORK BY CITY

At the time of construction of the project, Tacoma Power or other contractors may be on site performing construction. The contractor shall coordinate all activities with the City during the construction period.

D. CONTRACTOR'S USE OF PREMISES

All requests for use of areas not designated for use by the contractor shall be made in writing to the project lead for approval at least four (4) days in advance of the need. The project lead shall approve those areas for use prior to use by the contractor.

All staging and work areas shall be submitted with bids for approval by the project lead during the pre-construction meeting.

E. CONTRACTOR REQUIREMENTS FOR SUBSTATION WORK.

1.7 ARCHAEOLOGICAL INVESTIGATION

This project, partially funded through a WA Commerce ETS grant, requires City's grant administrator to comply with Governor's Executive Order 21-02 on completing the Historical and Cultural Review (EO 21-02) for all 7 sites. City is working to coordinate EO 21-02 submittals with the historical preservation requirements for this project's construction permit. While these 7 parking areas are already paved, there is potential that determinations by DAHP may result in conditions placed on this project's construction activities.

1.8 HAZARDOUS MATERIALS

See Section 02800 – Facility Remediation (Lead & Asbestos Abatement and Coatings Removal/Application)

1.9 CONTRACT CHANGES

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

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

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

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

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

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

1.10 DIFFERING SITE CONDITION

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

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

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

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

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

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

1.11 CONSTRUCTION PROGRESS SCHEDULES

A. FORMAT

The contractor shall prepare schedules as a horizontal bar chart with separate bar for each major portion of work or operation, identifying the first work day of each week and include holidays and times when facility will not be available to contractor for City installed work.

B. CONTENT

This schedule shall be activity-oriented showing as nearly as can be determined the starting and completion dates of each event. The schedule shall show the materials delivery, structure erection, and installation. It will include the start and completion of each major civil, structural, mechanical, communications and electrical item of work critical to the general contractor's operation.

Show complete sequence of construction, by activity, with dates for beginning and completion of each element of construction.

Identify each task by the appropriate proposal bid item number and subcontractor responsible.

As a minimum, the following tasks shall be included on the schedule for each project site (if they apply):

1. Mobilization
2. Permitting
3. Site Prep

4. Trenching
5. Civil and Vault Installation
6. Removal of Contaminated Soil (if required)
7. Traffic Control
8. Electrical Conduit and Wiring
9. Electrical Cabinets
10. EVSE (Level 2 or DCFC)
11. Signage and Pavement Markings
12. Landscape and Site Restoration

C. SEQUENCE SCHEDULING

It shall be the contractor's responsibility to properly phase in all work specified herein including all work done by subcontractors.

Progress schedules are required to be coordinated with Tacoma Power and updated monthly or when changes occur. Acceptance or approval of the progress schedule does not release the contractor from the responsibility to provide the necessary resources to meet the schedule.

D. SUBMITTALS

The contractor shall submit initial schedules at the preconstruction meeting or at a minimum of within ten (10) working days after the contract award. After review, if changes are required by the project lead, resubmit required revised data within ten (10) working days.

The contractor shall use the attached Submittal Transmittal form (electronic version is available from the project lead) for all submittals.

Within twenty (20) days of the date of the contract, the contractor and the project lead will reach an agreement on any and all adjustments and all modifications to the submitted schedule which are warranted. The schedule, thus modified, will become part of the contract.

The failure of the contractor to submit a schedule(s), or the inability of the contractor and the City to reach an agreement as to modifications to a schedule, shall not excuse the contractor's obligation to perform the work required by the specifications in the number of days required by the specification.

Once a month, the City's and the contractor's site representatives will meet and perform a "Line-to-Line" review of items on the schedule, illustrating their plan for meeting the completion dates specified in this contract and the associated construction costs for each subcontractor.

The contractor shall be required to submit all color samples for the entire structure at one time. That shall include signage, paint, etc. The contractor will make a color board for the building and submit to the project lead for approval. See Section 01300 – Submittals and Shop Drawings.

1.12 PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS

In addition to Section 3.03 "Notification of Other Governmental Agencies and Utilities When Underground Work is Involved" and Section 3.07 "Protection of Workers and Property" of the General Provisions:

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or special provisions. The cost of labor, equipment and materials required to protect or replace said items shall be incorporated into the bid for this project.

The City has attempted to locate and show on the contract drawings the locations of the existing underground utilities which may conflict with portions of this work, but cannot guarantee the accuracy or the completeness of the data shown.

1.13 CITY OCCUPANCY

The City reserves the right to use or to occupy any substantially completed part of the project, and to use equipment installed under the contract prior to the date of final acceptance. Such use of occupancy shall not constitute acceptance of the work, or any part thereof.

During construction, normal operations will be ongoing at parking facilities. Normal operations include use of parking spaces not included in the project. The contractor with work with the Project lead, City of Tacoma Parking Services, and Republic Parking (who operates the locations), to minimize the impact on parking locations. Details will be determined during the preconstruction meeting

The limits of the work area are shown on the schedule of work.

The contractor shall maintain continuous services for electrical, lighting, and HVAC for adjacent areas and quadrants for the duration of the project. All scheduling of power loss to other areas of the project site shall be done during the hours of 5:00 p.m. to 11:00 p.m. on normal working days.

The contractor will cooperate with the City to minimize conflict and to facilitate the City's operations.

The contractor will schedule the work to accommodate this requirement.

1.14 SUPERINTENDENT

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

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

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

NOTE: The final retained portion of this contract shall not be released for any reasons until complete redline "AS-BUILT" plans are received and approved by the project lead. Redline "AS-BUILT" plans shall have all necessary information including make/model numbers, dimensions, and layout information necessary to properly draft changes in AutoCAD.

1.15 CLEAN UP

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

A. DAILY

The contractor and the City inspector will walk the site daily and as required to determine the clean-up and restoration required.

Temporary patches will be installed immediately following the street crossing to accommodate traffic. When a sufficient number of streets are ready for permanent patching, or on a block-by-block grouping, permanent patching will be completed.

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

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

Clean up is considered incidental to the project and no payment will be allowed.

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

Clean-up of any area impacted by the construction shall be done weekly or as directed/instructed by the project lead.

END OF SECTION



CHANGE ORDER PROPOSAL (COP)

(This form shall be used by the contractor to respond to City issued Proposal Requests, Engineering Change Directives or when the contractor believes that changed conditions or omitted, but necessary, work items exist. The COP may be used for requested changes in cost or time of the contract.)

COP No.:

(Contractor Assigns)

REF. Doc.:

(Initiating a RFI, ECD or PR)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

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

Title: _____

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

Scope of Change:

Initiated By: _____ Representing: _____
(Name) (Company)

Cost/Credit: _____ Time Extension Request: _____

Attachment Type: _____
(Supporting Documentation)

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

City's Response:

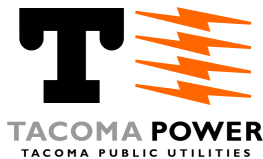
Action: ☐ Approved ☐ Unapproved ☐ Revise and Resubmit (Select only one)

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

Response By: _____ Attachment Type: _____
(Name) (Supporting Documentation)

Representing: _____ Response Date: _____
(Company) (Date)

Cc:



ENGINEERING CHANGE DIRECTIVE (ECD)

(This form shall be used by the City to transmit new or revised drawings, issue additions or modifications to the contract or furnish any other direction which should be documented.)

ECD No.:

(City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

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

Title: _____

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

You are hereby directed to make the following modification(s) in the Scope of Work in this Contract:

This document becomes effective upon receipt by the Contractor, with signature of an approved City representative. The Contractor shall then commence with modifications(s) listed above.

Attachment Type: _____
(Supporting Documentation)

Initiated By: _____
(Name)

Representing: _____
(Company)

Contractor's Response:

This ECD: ☐ Will Not ☐ May ☐ Will (select one box only) result in a claim by the Contractor.

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

Attachment Type: _____
(Supporting Documentation)

Response By: _____
(Name)

Response Date: _____
(Date)

Representing: _____
(Company)

Cc:



REQUEST FOR INFORMATION (RFI)

(This form shall be used by the contractor whenever written direction on conflicts in plans, insufficient or unconstructable detail is shown, or any other issue which should be documented arises; or by the City when additional clarification is required.)

RFI No.:

(Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

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

Subject: _____

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

Requested Information:

Attachment Type: _____
(Supporting Documentation)

Initiated By: _____
(Name)

Response Required: _____
(Date)

Representing: _____
(Company)

Response:

Attachment Type: _____
(Supporting Documentation)

Response By: _____
(Name)

Representing: _____
(Company)

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

Response Date: _____
(Date)

City Approval:

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

Project Lead: _____
(Name)

Response Date: _____
(Date)

Cc:



PROPOSAL REQUEST (PR)

(This form shall be used by the City to request pricing on a possible change in plans or additional work. The PR may also be used to request credits for deletion or changes in scope of work.)

PR No.:

(City Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

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

Subject: _____

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

Scope of Request:

Attachment Type: _____

(Supporting Documentation)

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

Initiated By: _____

(Name)

Representing: _____

(Company)

Cc:

CONTRACTOR SUBMITTAL TRANSMITTAL

Submittal No.:

(Contractor Assigns)

Date: _____

Project Title: _____

Specification No.: _____ Contract No.: _____

Contractor:

Owner:

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

Subject: _____

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

Sending the Following Item(s):

☐ Submittals ☐ Product/Data ☐ Samples ☐ Plans ☐ Shop Drawings ☐ Copies
☐ Specifications ☐ Contract ☐ Other: _____

Copies	Section	Description of Product/Data	Manufacturer

Transmitted as:

☐ For Approval ☐ For Your Use ☐ Per Your Request ☐ For Review and Comment
☐ Other: _____

Remarks:

For Use by Architect/Project Lead:

☐ No Exception Taken ☐ Make Corrections Noted ☐ Revise and Resubmit ☐ Rejected (See Response)

Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other contractors and agencies performing his work in a safe and satisfactory manner.

Response Date: _____ Response By: _____
(Date) (Name)

SECTION 01042 –MECHANICAL AND ELECTRICAL COORDINATION

1.1 MECHANICAL AND ELECTRICAL LAYOUT DRAWINGS

Mechanical and electrical layouts shall be coordinated to eliminate any conflicts of installed equipment with particular emphasis placed on keeping conduits for electronic equipment clear and easily accessible.

No payments will be made to the contractor for furnishing or installing equipment until the layout drawings have been approved by the Commissioning Authority. Mechanical and electrical equipment layout drawings shall be identified and submitted as specified herein. Equipment Rooms shown on the drawings are of adequate size to accommodate equipment of required capacities as available from several manufacturers with sufficient space left for access, servicing, and removal. The use of equipment items with dimensions that “crowd the space” and/or render conduits inaccessible, block doors, etc., will not be permitted.

1.2 COMMISSIONING

- A. This project will have electric vehicle supply equipment commissioned to manufacture specifications. Refer to manufacture instructions and processes for commissioning electric vehicle supply equipment.

B. ABBREVIATIONS

- 1. A/E Architect and Design Engineers
- 2. CA Commissioning Authority
- 3. CC Controls Contractor
- 4. DM Construction Manager (City’s Representative)
- 5. Cx Commissioning
- 6. Cx Plan Commissioning Plan Document
- 7. EC Electrical Contractor
- 8. FT Functional Performance Test
- 9. GC General Contractor (Prime)
- 10. MC Mechanical Contractor
- 11. PC Pre-functional Checklist
- 12. PM Project Manager
- 13. Subs Sub-contractors to General
- 14. TAB Test and Balance Contractor

1.3 ADMINISTRATIVE/SUPERVISORY PERSONNEL

A. COMMISSIONING AUTHORITY

The City will provide the services of a qualified Commissioning Authority. The responsibilities of the Commissioning Authority are defined in Section 01810 – Commissioning General Requirements. The Commissioning Authority directs and approves the commissioning work.

B. TEST AND BALANCE CONTRACTOR (TAB) QUALIFICATIONS

The contractor will provide the services of a qualified test and balance contractor, approved by the City, as specified in Section 15990 – Testing, Adjusting, and Balancing.

C. CONTROLS CONTRACTOR AND LEAD TECHNICIAN QUALIFICATIONS

The Control Contractor and the lead technician shall be approved by the City as specified in Section 15950 –Controls and Instrumentation.

END OF SECTION

SECTION 01300 - SUBMITTALS AND SHOP DRAWINGS

1.1 SUBMITTALS REQUIRED/REQUESTED WITH BID

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

1. Experience and success of both company and superintendent completing at least three (3) projects of similar scope, complexity, and overall cost. A detailed list of comparable projects with current list of contacts shall be submitted with the bids. Projects must include the following:
 - a. At least 1 project installing electrical vehicle supply equipment
 - b. At least 1 project that included trenching in the public right of way and requiring a street closure
 - c. At least 1 public works project over \$150,000
2. A minimum of five (5) documented years' experience in electrical vehicle supply equipment supervision by superintendent. Bidders shall submit a resume of named superintendent with their bids.

1.2 DOCUMENTS REQUIRED AT PRECONSTRUCTION CONFERENCE

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

H. SCHEDULE OF VALUES

Submit a detailed list of items to be included in the Schedule of Values within five (5) days of award of contract for approval by the project lead.

Submit a schedule of values within ten (10) days after award of contract for all components of the construction. Schedule of values will be used by the project lead to calculate monthly payment for percent completion as indicated in Section 01025.

Use the specification Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one (1) line item for each product or work function in each specification section and component of work to include pricing such as to lump sum (LS), per each (EA), linear feet (LF), ton (TON), or cubic yard (CY) prices as approved by the project lead.

1. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Project Site
 - b. Description of Work

- c. Name of Subcontractor
 - d. Name of Manufacturer or Fabricator
 - e. Name of Supplier
 - f. Change Orders (Numbers) that Affect Value
 - g. Dollar Value either in dollars or as a percentage of the contract sum rounded to the nearest one-hundredth percent, adjusted to total 100-percent.
2. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports. Coordinate with the project manual table of contents. Break principal subcontract amounts down into several line items.
 3. Round amounts to nearest whole dollar; the total shall equal the contract sum.
 4. Provide a separate line item in the Schedule of Values for each part of the work where applications for payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

I. SCHEDULE UPDATING

Update and resubmit the Schedule of Values prior to the next application for payment or when change orders or engineering change directives result in a change in the contract sum as directed by the project lead.

1.3 SUBMITTALS AND SHOP DRAWINGS DURING CONSTRUCTION

Submittals and shop drawings submitted to the City as specified herein are intended to show compliance with the contract documents. Signatures, corrections or comments made on submittals do not relieve the contractor from compliance with requirements of the drawings and specifications. Neither does acceptance or approval of submittals by signature add to or delete from any contract requirements resulting from these specifications regardless of the wording of the submittals. Submittals will not be reviewed or approved when the term "By Others" is used. Submittals are reviewed or approved for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating their work with that of other contractors and agencies, and performing their work in a safe and satisfactory manner. Piece-mailing of submittals will not be accepted.

A. SUBMITTALS PROCEDURES

1. Submittal Requirements: Submit as specified under individual sections. Submittals not requested will not be recognized or processed.
2. Transmittal Form: Accompany each submittal with transmittal letter, in triplicate. Transmittal form will be supplied by the project lead.
3. Submittal Numbering: Sequentially number transmittal forms in order submitted. Add alphabetic suffix to original submittal number of re-submittals.
4. Submittal Identification: Include project, contractor, subcontractor or supplier, pertinent drawing and detail number, specification section number, manufacturer, fabrication, product, material, and, as appropriate

5. Contractor's Certification: Apply contractor's stamp, signed or initialed, certifying that review, verification or products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the contract documents.
6. Contractor shall review submittals for adequate installation interface for all work prior to submitting them to the City.
7. Schedule of Submittals: Deliver to project lead, promptly, to meet critical path, and lead times as required to expedite the project.
8. Turn-Around Time: Allow from time of receipt ten (10) working days for each submittal and each re-submittal to be reviewed by the project lead.
9. Critical Issues: Prior to submittal, communicate with project lead reason for critical issue. Upon approval, allow ten (10) working days turn-around time from time of receipt by project lead.
10. Coordination and Consolidation of Submittals: Submit related items, sections or trades under one (1) submittal package for each unit of work or system where possible.
11. Deviations on Submittals: Identify deviations, including products and systems, not conforming with contract documents.
12. Product and System Limitations: Indicate conditions which may be detrimental to successful performance or completion of work.
13. Substitutions to Specified Items: Submit for approval in accordance with Section 1.4 "Or Equal" Clause or Substitution. Do not indicate or otherwise imply substitutions to specified items, except as approved.
14. Job Site Office Records: Maintain one (1) copy of every submittal, regardless of status, along with a current submittal log. Ensure that the most current, architect, and project lead stamped shop drawings and product data are distributed and subsequently used in connection with the work.
15. Re-Submittal Requirements: Revise initial submittal as directed and re-submit. Following procedures specified for the initial submittal. Make any corrections or changes in the submittals required by the project lead. Revise and make any further re-submittals until no exceptions are taken. Identify changes on re-submittal made since previous submittal.
16. Other Pertinent Submittals: Provide templates, inserts, and as applicable in timely fashion to other trades.

B. SCHEDULE OF SUBMITTALS

1. Within ten (10) days of notice to proceed, prepare schedule of submittals for shop drawings, product data, samples, and as specified for each section. Update as requested by project lead.
2. List submittals sequentially by project manual table of contents section numbers and titles.
3. Show submittal preparation time, field measurements and verification time, date submitted to project lead, date due back from project lead, item order dates, and delivery dates.
4. Identify individual delivery, long lead times, and critical ordering deadlines. Include ordering dates for each item including individual parts of major submittals.

5. Indicate specified time allocated for review, turn around and distribution.
7. Within ten (10) days after notice to proceed, and in accordance with the conditions of the contract, submit list of major products proposed for use with name of manufacturer, tradesman, and model number of each product.
8. For products specified only by reference standards, give manufacturer, tradesman, model or catalog designation and reference standards.

C. SHOP DRAWINGS

1. Submittal Procedure: Submit for project lead's review in accordance with submittal procedures specified in this section. After approved drawings are return, the contractor shall reproduce and distribute copies to subcontractors and other entities, as applicable. Maintain one (1) copy of each shop drawing at field office and one (1) for project record documents to be delivered to the project lead at project completion.
2. Maximum Sheet Size: 24-inches by 36-inches or other allowable sizes of 8-1/2-inches by 11-inches or 11-inches by 17-inches.
3. Identification: Reference shop drawing details same as reference on contract documents, including sheet and detail descriptions, schedules, and room numbers. Indicate by whom materials, products, work, and installations are supplied, performed, or installed. Do not use the expression "by others".
4. Presentation: Delineate to present information in a clear and thorough manner. Freehand drawings not approved. CAD drawings.
5. Variations from Contract Documents due to Standard Shop Practices: Make transmittal outlining variation.
6. Project lead Changes to Submittals which affect Contract Sum or Contract Time: Do not distribute to being work related to submittal. Notify project lead immediately.
7. Mechanical and Electrical Utilities, Equipment and Appliance: Include electrical characteristics, connection requirements, rough-ins, location of outlets, wiring, piping diagrams, weight where significant, and as required to describe installation requirements.

D. PRODUCT DATA

1. Number of Copies: Submit two (2) copies to be retained by the project lead.
2. Submittal Procedures: Submit for project lead review in accordance with submittal procedures specified in this section. After review, distribute to subcontractors and other applicable entities. Maintain one (1) copy for project record documents to be delivered to project lead at project completion.
3. Identification: Mark each copy to identify specific products, models, options, tolerances, dimensions, and other pertinent data.
4. Manufacturer's Standard Data: Modify drawings and diagrams to delete inapplicable information. Supplement to provide pertinent information unique to project.
5. Mechanical and Electrical Utilities, Equipment, and Appliance: Where not shown by shop drawings, include electrical characteristics, connection requirements, rough-ins, location of outlets, wiring, piping diagrams, controls, weight where significant, and as required to describe installation requirements. Correct published product data to correlate with specific project requirements.

E. ELECTRONIC FILES OF MANUALS (FROM VENDORS):

1. Electronic manuals must be submitted in .PDF and compatible with the latest version of Adobe Professional.
2. Manuals should be scanned at 300 DPI. (If not available originally in .PDF format)
3. Color originals should be scanned to color images if possible.
4. All .PDF files should be scanned at using Optical Character Recognition (OCR)
5. A manual must be submitted as a single .PDF file; addendums and attachments (may or may not include drawings) should not be submitted separately, or in different file formats.
6. Manuals that consist of multiple volumes should be submitted as individual files.
7. Manuals comprised of several sections or chapters should be bookmarked by the vendor.
8. If a vendor wished to include security settings (so that their documents are “read-only”), that is acceptable provided that Tacoma Power can view and print from the file.

F. SAMPLES

1. Quantity or Number: Submit one (1) each to be retained by project lead, except as otherwise specified by individual specification sections. Submit additional as required by contractor for distribution.
2. Submittal Procedure: Submit for project lead’s review in accordance with submittal procedures specified in this section. After review, distribute to applicable entities.
3. Size and Completeness: As specified by individual sections. When not specified, submit samples of sufficient size and completeness to clearly illustrate product.
4. Identification: Label each sample with project title and complete product identification, including manufacturer, model number, descriptive name, supplier, and as applicable to sample identification.
5. Functional Characteristics: Include parts, attachments, and components as applicable. Coordinate with interfacing work.
6. Aesthetic Characteristics: As required for selection of colors, finishes, patterns, and as required or requested to finalize selection process. Furnish full range of manufacturer’s custom and standard selections. Where selection is specified, submit as required to show conformance to contract documents.

G. COLOR SAMPLES

The contractor shall submit all color samples for the entire project at one time. That shall include tile, grout, base, paint, fixtures, stain, etc. The contractor will make a color board for the building upon approval of the samples by the project lead. Piece-mailing of submittals shall not be accepted.

I. MANUFACTURER INSTRUCTIONS AND CERTIFICATES

Number: Submit one (1) copy of both the manufacturer instructions and certificates.

Content: Include manufacturer’s printed instructions for delivery, storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing as specified for individual specification sections. Include special procedures, project conditions, and environmental criteria required for application or installation.

J. CODE COMPLIANCE CERTIFICATES

Submit information required as a condition of building permit issued by code authority, including certificate of occupancy, certificate of approval from Fire Marshal, and certificate of code compliance from state electrical inspector.

1.4 "OR EQUAL" CLAUSE OR SUBSTITUTIONS

A. GENERAL

When the project lead approves a substitution, it is with the understanding that the contractor guarantees the substituted article to be equal to, or better than, the article specified. The project lead will judge the suitability, reliability, and service availability of a proposed substitute. To be considered by the project lead, the request for substitution shall be accompanied with complete physical and technical data, manufacturer's catalogue data, photographs, samples, and the address of the nearest authorized service representative, as applicable.

The decision of the project lead on "OR EQUALS" shall be final.

The requirements of General Provision 2.15 - Approved Equals also apply.

B. PRIOR TO BID OPENING

Saturday, Sunday and holidays listed in Paragraph 2.13 of the General Provisions are excluded from the calculation of ten (10) days. An addendum listing such approvals may/will be issued prior to bidding.

Bidders who do not receive prior written approvals of "OR EQUAL" by five (5) days prior to bid submittal must base their bids on the items specified.

B. AFTER BID OPENING

Proposed substitution and deviation requests shall be reviewed during the time of submittal review.

Substitution and deviation requests will be received and considered only when one or more of following conditions are satisfied:

1. The specified product or method of construction cannot be provided within the contract period and the contractor submittal is submitted within time frame allowed.
 2. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 3. The specified product or method of construction cannot be provided in a manner that is compatible with other materials.
 4. A substantial advantage is offered to the Owner, in terms of cost, time, or other considerations of merit.
 5. The product as specified includes the statement, "or equal" and one of the above conditions governs
- B. The project lead's decision on all substitution or deviation requests shall be final.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

1.1 REFERENCE STANDARDS

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

Any part of the work not specifically covered by these specifications shall be performed in accordance with the applicable section of the latest Edition of the "Standard Specifications for Road, Bridge and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Department of Public Works Association (APWA) as amended by the latest APWA Amendment No. 1 and the latest City of Tacoma Amendment No. 1.

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

1.2 INSPECTION, TESTING AND CERTIFICATION

A. INSPECTION

Construction inspection and testing for the City will be performed by the appropriate City department. Those departments will be responsible for insuring that the contractor is complying with regulations. The Project Lead will conduct inspections as necessary to ensure the contractor is complying with the contract plans and specifications. A final project closeout inspection will be completed by the Project Lead after all other inspections are complete.

1. The City will prepare a construction inspection checklist to be presented to the contractor at the preconstruction meeting. The checklist will include all inspections typically required by local, city and county officials as well as other items as deemed important by the project lead.
2. The contractor shall be required to contact the City 24 hours in advance of all of the construction activities listed on the checklist, have the indicated activity inspected, and the City's inspector initial that the work was performed in accordance with the appropriate technical provision.
3. The checklist shall be posted near each structure and be available for review by the City at all times. These inspections shall be in addition to any required inspections by state or local jurisdictions. The City will prepare a suitable checklist for each building to be constructed and present same to the contractor at the preconstruction meeting.
4. Pre-final Inspection: Contractor shall notify the project lead in writing when all work or portions of work are complete and ready for inspection. The project lead will make a "punch list" and forward the results of same to the contractor who shall promptly correct any deficiencies noted.
5. Final Inspection: Contractor shall notify the project lead in writing when all punch list deficiencies have been completed. The project lead will promptly set a time for final inspection at which time the project lead and contractor shall jointly inspect the work. The contractor will promptly correct any further deficiencies noted.

B. LABORATORY SERVICES

Testing for quality control certification or special inspections as required by the permitting authority will be conducted by the contractor.

Failure of the material to achieve the specified density or standards will be just cause for rejecting any portion of, and/or all of the material represented by the test. All costs associated with replacement materials or any delays caused by such failure shall be borne by the contractor.

It shall be the contractor's responsibility to prepare test specimens as required for special inspection as required by the permitting authority or the project lead and the cost shall be incidental to the contract.

C. PERMIT INSPECTIONS

The contractor shall comply with the requirements of all permits. It shall be the contractor's responsibility to contact the permitting authority and schedule all required inspections. The contractor shall notify the Tacoma power inspector of all scheduled inspections.

D. BUILDING ELECTRICAL

The contractor shall obtain an electrical building permit from City of Tacoma for each structure. Building electrical inspection shall be performed by the City of Tacoma in conjunction with the County permitting authority guidelines.

E. UNDERGROUND ELECTRICAL

Underground electrical inspection shall be coordinated with Tacoma Power and all construction activities shall conform to Tacoma Public Utility Standards. It is the contractor's responsibility to notify Tacoma Power when inspection is needed.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 UTILITIES

A. ELECTRIC SERVICE

The contractor may use locally available power in the building or site if it is available. The contractor will furnish and maintain all necessary extension cords and adapters in accordance with the applicable rules and regulations. No metering will be required.

If power is not available, the contractor will be responsible for providing necessary onsite power or heat.

B. TELEPHONE SERVICE

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

C. WATER

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

D. SANITARY FACILITIES

Housing shall be provided for the sanitary necessities of all persons employed on the project; beginning with the first person employed and shall be of the chemical type. Such conveniences shall be erected and maintained by the contractor, in the number, manner, and place approved by the project lead immediately upon commencing work. The Sanitation Laws of the State of Washington and any applicable county sanitary laws shall be complied with.

E. TEMPORARY FIRE PROTECTION

Provide temporary fire protection until permanent systems supply fire protection needs.

1. Provide adequate numbers and types of fire extinguishers
2. Store combustible materials in fire-safe containers in fire-safe locations
3. Prohibit smoking in hazardous fire-exposure locations
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

1.2 JOB SHACK

A. JOB SHACK

The contractor shall keep on the job site a full size copy of the drawings and specifications, and shall at all times give the project lead access thereto.

B. STORAGE AREA

The City will provide an limited open storage area to the contractor. Details will be negotiated during the pre-construction meeting. The contractor will restore the storage area to its original condition at the end of the job. The contractor will provide security, as necessary, to safeguard its materials and machinery during construction.

1.3 ROADWAY AND TRAFFIC CONTROL

A. TRAFFIC COORDINATION

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

Portions of the work contemplated under this contract will require the blockage of certain streets and sidewalks. Tacoma Power will not be responsible for any traffic control matters. The contractor is fully responsible for coordinating with the City traffic engineer on all matters pertaining to the movement of vehicular and pedestrian traffic past the project area, and all costs shall be incidental to the project.

It is the contractor's responsibility to provide all traffic control and signing for the project to the satisfaction of the City of Tacoma traffic engineer and all costs shall be incidental to the project.

B. TRAFFIC SIGNS AND SIGNALS

The contractor shall be responsible for all temporary signing or barricades placed at the job site to control traffic and protect the public from construction areas.

The supply, placement, and maintenance of all traffic controls shall be the responsibility of the contractor and shall be in accordance with the "Manual on Uniform Traffic Control Devices."

If construction, repair or maintenance work includes or uses grooved pavement, abrupt lane edges, steel plates or gravel or earth surfaces, the construction, repair or maintenance zone must be posted with signs stating the condition as required by current law, and in addition, must warn motorcyclists of the potential hazard including at least the following language: "MOTORCYCLES USE EXTREME CAUTION".

C. SPECIFIC TRAFFIC REQUIREMENTS

Contractor shall be responsible for filing a traffic control plan using the City of Tacoma's Traffic Control Handbook:

(https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/PublicWorks/Engineering/DesignManual/2021TrafficControlHandbook.pdf).

1.4 SECURITY AND ACCESS

A. GENERAL

This section includes

1. Security program
2. Entry control
3. Restriction and operational control

B. SECURITY PROGRAM

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

C. ENTRY CONTROL

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

D. RESTRICTIONS AND OPERATIONAL CONTROL

1. Access for Materials: Contractor shall be responsible for delivering materials to the work area. Delivery shall occur during normal contract work times unless coordinated in advance with the Project Lead. Contractor is responsible for picking up Tacoma Power provided materials at the Power Warehouse, 3628 South 35th Street (rear), Tacoma, Washington, between the hours of 9:00 A.M. and 2:00 P.M., Monday through Friday. Delivery shall be scheduled one week in advance.
2. Contractor Operations: Access shall be restricted to the immediate work area and access route identified to be used during construction. Contractor shall confine personnel to the immediate work vicinity while on site.
3. Emergency Site Access during Construction: Fire lanes must remain open during construction.

1.5 SAFETY

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

A. WORK HAZARD ANALYSIS

The contractor and their subcontractors shall thoroughly review the scope of work of the proposed project. The contractor will be responsible to indicate a work hazard analysis on the form of "Contractor's Work Hazard Analysis Report" attached with the proposal; i.e., any known or potential safety issues or phases of construction that may require specific safety procedures as identified by WISHA or OSHA regulations, and/or prudent construction practices; i.e., shoring, fall protection, scaffolding, hazardous materials, asbestos removal, etc.

This report shall be completed and submitted to the project lead before the preconstruction conference. A copy of this report will be forwarded to the City Safety Officer for review. A copy of this report shall be maintained at the work site (accessible to the supervisor).

The City will review the submitted report and may require the contractor to clarify their safety procedures submitted or detail their procedures for ensuring safe working conditions for other working conditions not listed in the original submitted report; and/or explain how the procedures meet current safety regulations. In no case, may the contractor commence work until the Job Hazard Analysis Report has been reviewed and approved by the project lead.

B. WORKING CLEARANCES

The successful bidder shall maintain and enforce safety rules and regulations that are applicable to this type of work. If the contractor provides and installs a temporary six (6) foot high chain-link or approved plastic fence to enclose the working area, the City reserves the right to minimize, but not eliminate, the presence of an on-site inspector.

1.6 PROTECTION OF ADJACENT AREAS DURING CONSTRUCTION

The contractor shall take any measures necessary to protect adjacent areas from the affects of construction.

1.7 DUST CONTROL

The contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practicable to prevent blowing.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.8 TEMPORARY DRAINAGE PROVISIONS

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

1.9 POLLUTION CONTROL

Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

The contractor shall maintain oil absorption pads on the actual job site whenever any equipment is present to immediately catch and contain any oil and/or fuel leaks.

Nothing in this specification or contract shall be deemed to warrant to the contractor the quality, quantity or usefulness of the property designated for demolition, not designated as salvage, or designated to become the property of the contractor.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

1.1 QUALITY OF WORKMANSHIP AND MATERIAL

A. WORKMANSHIP

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

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

B. MATERIALS

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

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

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

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

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

1.2 SALVAGEABLE AND NONSALVAGEABLE MATERIAL

A. SALVAGE TO TACOMA PUBLIC UTILITIES

Contractor shall carefully remove in a manner to prevent damage to all materials and equipment specified or indicated to be salvaged and reused or to remain property of the City. The contractor shall store and protect salvaged items specified or indicated to be reused in the work.

Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the contractor in kind or with new items.

All materials considered salvageable by the project lead's representative shall be accumulated and tightly packaged in a container suitable for the type of materials being salvaged. Salvaged materials not reused on this job shall be returned to Tacoma Power Warehouse, 3628 South 35th Street (rear), Tacoma, Washington, between the hours of 9:00 A.M. and 2:00 P.M., Monday through Friday.

B. PROPERTY OF CONTRACTOR

Demolition, not indicated for salvage, becomes property of contractor. Removed from site at contractor's expense to a legal waste site obtained by the contractor

Materials deemed to be non-salvageable by the project lead's representative shall be disposed by the contractor to a legal dump site obtain by him. All costs to dispose of non-salvageable materials shall be the contractor's responsibility.

The contractor may, if approved by the City, furnish and install new items in lieu of those specified or indicated to be salvaged and reused, in which case such removed items will become the contractor's property. Existing materials and equipment removed by the contractor shall not be reused in the work except where so specified or indicated.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

1.1 DOCUMENTS REQUIRED UPON COMPLETION OF WORK

A. CLOSE OUT PROCEDURES

The contractor shall notify the project lead in writing when identified tasks are complete and ready for inspection. The project lead will make the inspection, forward the results of same to the contractor, who shall promptly correct any deficiencies noted.

The contractor shall notify the project lead in writing when all punch list deficiencies have been completed. The project lead will promptly set a time for final inspection, at which time the project lead and the contractor shall jointly inspect the work. The contractor will promptly correct any deficiencies noted.

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

B. FINAL DOCUMENTATION

Upon completion of the work and before final payment is made, the contractor shall deliver to the project lead, in addition to such other items specified in these specifications, the following documents:

1. "AS-BUILT" Drawings

"AS-BUILT" drawings and specifications of new or revised existing work, shown in red ink, provided by the general, mechanical, electrical contractors, and all other subcontractors, including all addendum's, change orders, deviations, changes, elevations, and dimensions of their work from the construction documents, updated monthly during the construction. Monthly payments will not be made until all redlined as-builts are updated.

Two (2) copies of all shop and construction drawings used for the project, the final record drawings ("AS-BUILT" to reflect the actual installation) including one (1) reproducible set of all design drawings and AutoCAD files, if applicable.

NOTE: The final payment for this contract will not be released until "AS-BUILT" drawings are received and approved by the project lead.

3. All Guarantees and/or Agreements

- a. All guarantees, warranties, and/or agreements for such equipment and materials as carry such guarantees.

4. Spare Materials

- a. List of ready-mixed paints and colors used in the building and a list of paint samples given to the project lead.

6. Electrical Contractors Test Results as Specified

7. Final Clean Up

- a. After all trades have completed their work, and just prior to occupancy, the general contractor shall:
- b. Sweeping of interior and exterior spaces to remove construction debris.
- f. Leave the entire building perfectly clean and ready for occupancy.
- g. Clean hardware and fixtures.

- i. Removal of all temporary facilities and contractor equipment.
- k. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication.
- l. Clean the site. Sweep paved areas and walkways. Remove stains, spills, and foreign deposits. Rake grounds to a smooth, even textured surface.

All surfaces disturbed shall be restored to a condition equal to that before the work began.

Surplus conduit material, tools, temporary structures, dirt and rubbish shall be removed and disposed of by the contractor, and the project area shall be left clean to the satisfaction of the project lead.

Clean up is considered incidental to the project and no measurement and payment will be allowed.

Obtain certificate of occupancy and final inspections from authorities having jurisdiction.

END OF SECTION

SECTION 01950 - COLOR SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

This section includes approved colors, textures and finishes.

1.2 SUBMITTALS

Submit under provisions of Section 01300 – Submittals and Shop Drawings color samples as specified by each section.

1.3 COLOR SCHEDULE

All signage colors must comply with the Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Color codes are standardized as follows:

Blue = #002F6C

Red = #A6192E

White = #FFFFFF

PART 2 PRODUCTS

2.1 MANUFACTURERS/PRODUCTS

- A. As specified in each section or as scheduled on color schedule. Manufacturer's name listed in parentheses () in the Color Schedule denotes reference for color matching of specified or approved product – regardless of that products manufacturer, to Architect's color sample.
- B. Substitution requests: Submit under provisions of each section in accordance with Section 01300 – Submittals and Shop Drawings.

PART 3 EXECUTION

NOT USED

END OF SECTION

TECHNICAL PROVISIONS

DIVISION 2 – SITE WORK

SECTION 02101 – SOILS MANAGEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

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

- A. This section is to establish minimum practices to be used for the excavation, management, and disposal of soils that may be encountered, and/or generated by the contractor.
 - 1. All soils that designate as non-hazardous solid waste and that are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-350.
 - 2. All soils that designate as a hazardous material and/or waste, and are generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303.
- B. The contractor shall assume the following:
 - 1. Areas of excavation within the project area may contain contaminants. As such soils may require additional sampling and analysis by the contractor for determination of proper handling and disposal requirements as prescribed in paragraph B.2.
 - 2. All areas where soils will be removed, must be evaluated for potential contaminants of concern prior to beginning excavation. Soil evaluation will be consistent with the guidance and requirements identified by the Department of Ecology or Tacoma-Pierce County Health Department (TPCHD) Waste Disposal Authorization (WDA) Required Analysis/Analysis Conducted (RA/AC) standards (<https://www.tpchd.org/home/showpublisheddocument/946/637436342126170000>), projects that occur within Pierce County.
 - 3. The cost of removal, handling, storage, sampling, analysis, transportation, and disposal of contaminated soils and/or hazardous wastes as part of the execution of this contract shall be incidental to the specific proposal item.

1.2 MANAGEMENT AND ANALYSIS OF WASTES

A. SOILS

- 1. The contractor shall be responsible for the testing all soils that will be removed from the site following excavation activities to ensure appropriate handling, transportation, and disposal. Any deviation to this approach must be described in detail within the Contractor prepared "Soils Management Plan". If an alternative soil handling method is proposed the City of Tacoma Project Manager and TPCHD, projects that occur within Pierce County, must review and approve the plan prior to any soil work starting.

2. Soils must be sampled in accordance with the TPCHD WDA RA/AC standards (<https://www.tpchd.org/home/showpublisheddocument/946/637436342126170000>), projects that occur within Pierce County.
3. All samples must be analyzed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present. Refer to the aforementioned TPCHD WDA RA/AC standards for parameters and required analytical methods, projects that occur within Pierce County.
4. Unless determined otherwise through laboratory sampling results, all soils must be managed as a hazardous waste and handled in accordance with the standards in WAC 173-303.
5. If determined to be non-hazardous, soils may be managed in accordance with the standards in WAC 173-350.
6. Permits, profiles or WDAs are the responsibility of the contractor and must be secured for any soils that are removed from the site and transported for disposal.
7. The contractor shall report all hazardous and non-hazardous waste determinations and proposed soil disposal locations with the engineer prior to any soil transportation and/or disposal efforts are performed.

1.3 CODES, LAWS AND REGULATIONS

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

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

PART 2 EXECUTION

2.1 GENERAL

A. SOILS

1. The contractor shall develop a Soil Management Plan for each work area where soils will be excavated, managed, and/or disturbed. The Soil Management Plan shall include:
 - a. An assessment of all potential contaminant sources (present and historical) and address all aspects of the environment local to the job site.
 - b. Based upon the potential contaminant sources, the contractor shall submit a Sampling and Analysis Plan (SAP) identifying sampling locations and proposed laboratory analyses to the engineer prior to commencement of work.

- c. All samples must but be analyzed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination. Supplemental sampling and analysis may be required if the contractor has reason to suspect that additional contamination may be present or requested by the Waste Disposal Authorization authority. Refer to the aforementioned TPCHD WDA RA/AC standards for parameters and required analytical methods, for projects occurring within Pierce County.
- d. The contractor shall utilize all data generated via the Sampling and Analysis Plan to characterize any soils that may be reused or transported from the site for disposal. All proposed waste characterizations will be submitted to the Project Engineer prior to any waste transportation and/or disposal efforts are performed.
- e. The contractor shall be responsible for the application and management of all necessary waste management, transportation, and disposal permits.
- f. The contractor shall be responsible for all logistics and coordination with disposal vendors, transportation providers, and disposal locations.
- g. Upon completion of work, including demobilization, the contractor shall prepare a Post-Soil Management Plan, which provides a summary of the actions performed, and identifies any issues encountered. The Post-Soil Management Plan shall be submitted to the engineer upon completion of operations.
- h. The City will not make final payment for work until the engineer has received and reviewed the Post-Soil Management Plan.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Site Clearing
- B. Grading and Excavation
- C. Trenching
- D. Bedding
- E. Backfill and Compaction (New and Native)
- F. Control Density Fill (CDF)
- G. Aggregate Material

PART 2 PRODUCTS

2.1 SOIL STERILANT

Herbicide shall be Garlon 4 or project lead approved equal. In any case, all herbicides used on this project shall be applied by a licensed applicator for the type of herbicides being applied.

2.2 AGGREGATE MATERIALS

- A. Bank Run Materials - Standard Specification Section 9-03.12(1)A
- B. Crushed Surfacing Top Course - Standard Specification Sections 9-03.9(3) and 9-03.9(4)
- C. Pea Gravel – Latest Standard Specification Section 9-03.13(1)
- D. Sand – Latest Standard Specification Section 9-03.13(1)

2.3 PIPE BEDDING MATERIAL

A. UTILITIES BEDDING FOR RIGID PIPE

Bedding material shall be crushed, partially crushed, or naturally occurring granular material conforming to Section 9-03.15, Bedding Material for Rigid Pipe, as shown below:

<u>Sieve Size</u>	<u>Percentage Passing (by Weight)</u>
1-inch square	100
1/2-inch square	25-80
U. S. No. 200	7.0 maximum
Sand equivalent	35.0 minimum

B. UTILITIES BEDDING FOR FLEXIBLE (PVC) PIPE

Bedding material for flexible pipe shall be clean sand/gravel mixture, free from organic material, conforming to WSDOT Standard Specification Section 9-03.16, Bedding Material for Flexible Pipe, as shown below:

<u>Sieve Size</u>	<u>Percentage Passing (by Weight)</u>
-------------------	---------------------------------------

3/4-inch square	100
3/8-inch square	70-100
U.S. No. 4	55-100
U.S. No. 10	35-95
U.S. No. 40	10-55
U.S. No. 100	0-10
U.S. No. 200	0-3

C. UTILITIES BEDDING FOR DRAINS

Bedding materials for footing drain pipe shall be clean and conform to Washington State Department of Transportation, Standard Specification Section 9-03.12(4), Gravel Backfill for Drains.

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4-inch square	80-100
3/8-inch square	10-40
1-inch square	100
U.S. No. 4	0-4
U.S. No. 200	0-2

2.4 CONTROLLED DENSITY FILL (CDF)

Controlled density fill (CDF) material for trench cover on PVC or ductile iron pipe with less than 24-inch as a cover, not including asphalt, shall conform to the following specifications:

- A. Portland Cement - Type I-II AASHTO M85
- B. Mineral filler admixtures, pozzolans or fly ash (ASTM C618, Class F)
- C. Aggregate - Everett washed course sand No. 2

CDF shall be used in the following portions for one (1) cubic yard. Batch weights may vary depending on the specific weight of aggregates:

Portland Cement	50 lbs./yd. ³
Fly Ash	250 lbs./yd. ³
Everett No. 2 washed course sand	3,700 lbs./yd. ³

2.5 UNDERGROUND MARKING TAPE

Underground marking tape shall consist of inert polyethylene plastic, 4-mil thickness, which is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil, with a metallic foil core to provide the most positive detection with pipeline locators.

The tape shall be color-coded and shall be imprinted continuously over its entire length in permanent black ink. The message shall convey the type of line buried below and shall also have the word "CAUTION" prominently shown. Color-coding of the tape shall be as follows:

<u>Utility</u>	<u>Tape Color</u>
Water Drainage	Blue
Electrical	Red
Communication	Orange

The width of the tape shall be as recommended by the manufacturer for the depth of the installation.

PART 3 EXECUTION

3.1 CONSTRUCTION DETAILS

Upon completion of all clearing and grubbing operations and after all excavation and reconsolidation of in-situ materials is complete to the satisfaction of the project lead, road ballast, bank run gravel, and a crushed surfacing top course shall be applied at the locations shown on the drawings and further specified in these specifications. Soil sterilant shall be applied prior to installing ballast.

The contractor shall submit the name of the aggregate materials suppliers. Provide materials from the same source throughout the project. Change of source requires project lead approval.

Aggregate materials which the contractor intends to store on-site shall separate differing materials with dividers or stockpile apart to prevent mixing.

3.2 CLEARING

All work shall be done in accordance with Section 2.01 of the Standard Specifications.

The contractor shall remove all debris and decayable material, such as trees, shrubs, topsoil, brush, weeds, and grass from the site prior to beginning any grading operations to an approximate depth of 4 to 10-inches. Remove stumps and roots larger than 1-1/2-inch in diameter to not less than 18-inches below finish growth. All holes resulting from stump removal shall be backfilled and compacted to provide a neat workmanship appearance and suitable structural base where required by subsequent construction.

All material removed from the sites shall be dumped at an appropriate dumping facility identified by these specifications or required by law.

All work shall be done in accordance with Section 2.01 of the Standard Specifications.

3.3 EXCAVATION AND GRADING

As indicated in the Soils Report, all materials to be removed and replaced shall be native materials. All materials shall be compacted in lifts as stated therein.

Prior to performing any grading operations, the contractor shall:

- A. Verify site conditions, survey bench marks and elevations for the work are as indicated.
- B. Locate, identify, and protect utilities from damage.
- C. Fill areas to required grades or blend into existing grades as directed with approved backfill materials.

After the stripping and clearing of the site preparation work have been completed, the exposed surface should be scarified to a depth of at least eight 8-inches, moisture-conditioned to optimum moisture content, and mechanically compacted to the requirements for engineered fill as described below. Excavations below the finish grade, including grub holes and ditches, should be cleaned of all deleterious fill pockets and loose or disturbed soil prior to backfilling.

All excavated material shall be used for site filling and/or grading if directed by the project lead. Material deemed unsuitable by TPU Construction Standard C-UG-1100 shall be disposed of and the cost incidental to the contract.

Correct areas over-excavated as directed by the project lead or his designated representative with approved backfill material.

Excavation includes the removal and disposal of all debris, including submerged and buried timber, and all pumping that may be necessary for draining and dewatering the excavation. It shall also include the furnishing of all equipment necessary for the performance of this work, the placement of all necessary backfill within the limits excavated, and the disposal of excavated material that is not required for backfill. Excavation also includes all work, and expense involved in the construction, placing, and subsequent removal of shoring, cribs, casings, and cofferdams and shall be incidental to the site work including the "Trenching Excavation Safety System."

3.4 TRENCHING

All trenches shall be sufficiently true to line and grade to permit accurate alignment of pipe and trench shall be as nearly rectangular in section with reasonable sheeting and bracing as the ground requires and shall clear the side of the pipe sufficiently to permit proper tamping of the pipe bedding.

If the project lead for supporting the pipe deems the trench bottom unsuitable, the unsuitable material shall be removed and disposed of and crushed rock shall be placed for pipe bedding as directed by the project lead.

The contractor shall keep the dust from his operations under control at all times to prevent nuisances.

Boulders or rocks shall be entirely removed or cut to full trench width and 12-inches below grade.

Where pipe is to be laid on fill, all top soil and debris shall be removed from the existing ground and the fill made of suitable material thoroughly compacted to pipe grade by methods approved by the project lead.

The contractor shall provide all necessary bridges for the proper handling of traffic over the trench and shall provide access to private property where required.

The contractor shall provide adequate cross drainage and prevent flooding of the trench.

The contractor shall furnish a trench safety system at all locations where required by Washington State Law and as approved by the project lead. This section applies to utility line installation in excess of 4-feet in depth in accordance with WISHA requirements. The contractor may use other protection measures which meet the open pit requirements of Section 2-09.3(3) of the Standard Specifications. Any additional excavation required by this method shall be at the contractor's expense. Excavation and shoring for utility installation or other structures shall be considered incidental to the appropriate bid item.

The trench excavation safety system shall be installed in accordance with Washington Industrial Safety Health Administration requirements and shall provide adequate working room.

If the contractor chooses to slope this trench outside the payment limits in lieu of installing shoring, he shall backfill and pay for all backfill, etc., beyond the limit lines. Tacoma Power will compute and pay for all material within the limit lines only, and pay for the unit price item of "Trenching Excavation Safety System" unless otherwise stated.

3.5 BEDDING

Bedding material around buried pipes to include water service, storm, sanitary sewer, drain lines, HVAC piping, and electrical and communication conduits shall have a minimum 3-inch over and 6-inch under protective layer when installed. The remaining utility trench shall be backfilled with project lead approved on-site materials or backfill material as listed under Section 2.

Bedding and backfill material specified under Sections 2.2 or 2.3 shall be compacted to 95-percent of maximum modified proctor density in accordance with ASTM 1557-D or by water settling if sand is used as backfill material around pipes and conduits.

All loose surface stones 2-inches and over, placed after backfill operations shall be raked and removed.

3.6 BACKFILL AND COMPACTION

The contractor shall use a (minimum) 6-ton compactor/roller to achieve compaction of all areas requiring cut prior to installing the subgrade foundation materials. All subgrade beneath slabs shall be compacted to a depth of 24-inches from the bottom of the slab.

The scarified and moisture-conditioned subgrade and subsequent structural fill placed beneath any slabs-on-grade shall be compacted to at least 95-percent. The terms "compacted and compaction" refer to relative compaction as determined by ASTM Test Designation D1557. Fill and foundation backfill should be brought to optimum moisture, placed in lifts and compacted per the Soils Report. If select fill is used, the required degree of compaction should be achieved at or near optimum moisture content. Compaction shall be performed by mechanical means only.

Excavated materials shall be used for building backfill when approved by the project lead. If the excavated material is found to be unsuitable for backfill, the unsuitable materials shall be used for site backfill.

Should material be unsuitable for backfill of any kind, the material must be stored on-site until it can be tested by the City. Removal of materials off-site shall be paid for under Force Account.

The contractor shall take adequate precautions to ensure the soils maintain optimum moisture content while those materials are stockpiled, reinstalled, and compacted. The contractor shall provide all labor, materials, and equipment necessary to stockpile, cover, spread, re-stockpile, uncover, install, compact, and all other functions to work the soils in accordance with the requirements of the specification to achieve the required compaction.

Compaction shall be 95-percent of maximum density in all trenches and in backfill around structures as specified in the Standard Specifications. The contractor shall allow the City to test the density of the backfill at any point during the operation. If the density of the compacted backfill does not meet the specified requirements, the contractor shall continue compacting until the specified density is attained.

3.7 CONTROL DENSITY FILL (CDF)

Piping to receive CDF backfill shall be suspended at final grades with pipe supports at a minimum of 3-feet 0-inches O.C. or as directed by the project lead. The contractor shall consolidate all CDF with concrete vibrator to ensure pipe is completely surrounded by CDF.

3.8 UNDERGROUND MARKING TAPE

The contractor shall provide an approved underground marking tape to mark all underground utilities and conduit lines installed as part of this contract. The underground marking tape shall extend the full length of each such line and shall be placed 12-inches below finish grade.

END OF SECTION

SECTION 02800 – FACILITY REMEDIATION (LEAD & ASBESTOS ABATEMENT AND COATINGS REMOVAL/APPLICATION)

PART 1 GENERAL

1.1 SECTION INCLUDES

The activities in this section shall include all work that will require notification, coverage, or waste management under Environmental Protection Agency, Department of Ecology, Regional, County or City of Tacoma regulation triggered by work performed by the contractor or under the direction of the contractor which may include but not limited to; demolition of building structure or structural members of a building, removal of lead or asbestos bearing materials (including suspected lead or asbestos bearing) or coatings removal activity on City of Tacoma owned property, structures, and/or buildings during project process.

- C. This section is to establish minimum responsibilities and requirements to be used when demolition, abatement, or coatings removal, and/or lead/asbestos materials are generated by the contractor.
 - 1. All demolition, abatement, and coating removal activities shall be managed in accordance with the standards in WAC 173-400, WAC 173-476, CFR 40 and Regional Air Agency regulations based on project location.
 - 2. All contract activities occurring on City of Tacoma owned property inside King and Pierce County shall be managed in accordance with the standards in City of Tacoma Municipal Code Title 12, Department of Ecology Phase I Municipal Stormwater Permit, and City of Tacoma Stormwater Management Plan.
 - 3. All waste generated, stored, handled, transported, and disposed of shall be managed in accordance with the standards in WAC 173-303, WAC 173-350, Regional Air Agency regulations based on project location and all additional waste handling requirements of this contract.
- D. The contractor shall assume the following:
 - 1. Responsible for securing permits/notice/registration and all associated permits/notice/registration requirements triggered by work performed by the contractor or under the direction of the contractor
 - 2. Responsible for securing transfer/partial coverage for any existing permits/notice/registration triggered by work performed by the contractor or under the direction of the contractor
 - 3. Responsible for closure of all permits/notice/registration and associated permits/notice/registration secured by the contractor or under the direction of the contractor
 - 4. The cost of permits/notice/registration associated plan development, sampling, reporting and requirements shall be considered as part of the execution of this contract and shall be incidental to the specific proposal item
 - 5. Additional sampling and analysis of materials and/or waste by the contractor may be necessary for the determination of proper handling, storage, and disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location. All waste handling, storage, and disposal cost shall be incidental to the specific proposal item.

1.2 DEMOLITION AND LEAD/ASBESTOS ABATEMENT

B. DEMOLITION

1. The contractor shall be responsible for ensuring a lead and asbestos survey has been completed for all structures scheduled for demolition prior to work beginning.
2. The contractor shall be responsible for ensuring all lead and asbestos materials are abated per this contract prior to demolition work beginning.
3. The contractor shall be responsible for securing notification under the Department of Ecology or Regional Air Agency regulations, based on project location, for all demolition activity.
4. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to; prevent air quality violations, waste generation minimization, containment of demolition debris/process material, and prevent contamination of surrounding areas.
5. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations
6. Testing shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved Methodologies for all testing required for waste determination.
7. The contractor shall be responsible for disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location.
8. The contractor shall be responsible for all Notices of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor.
9. The contractor shall report the results of all agency permit inspections and Notice of Violation to the designated City of Tacoma Project Manager within 5 business days of receipt.
10. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Regional Air Agency regulations, based on project location, Department of Ecology, and Environmental Protection Agency inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. The designated City of Tacoma Project Manager must review and approve the plan prior to any work resuming.

C. ASBESTOS AND LEAD ABATEMENT

1. The contractor shall be responsible for securing notification under the Department of Ecology or Regional Air Agency regulations, based on project location, for all abatement activity.
2. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to; prevent air quality violations, waste generation minimization, containment of abatement debris/process material, capture and collection of all abatement generated waste materials, and prevent contamination of surrounding areas.

3. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations.
4. Analyses shall be performed by a Washington State Department of Ecology accredited laboratory using EPA approved methodologies for all testing required for waste determination.
5. The contractor shall be responsible for disposal requirements in accordance with the standards in WAC 173-303 and Regional Air Agency regulations, based on project location
6. The contractor shall assume responsibility for all reporting required by the Department of Ecology or Regional Air Agency regulations, based on project location.
7. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor related to abatement activity.
8. The contractor shall report the results of all agency inspections and Notices of Violation to the City of Tacoma Project Engineer within 5 business days of receipt.
9. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Regional Air Agency regulations, based on project location, Department of Ecology, and Environmental Protection Agency inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.

1.3 COATINGS REMOVAL AND APPLICATION

1. The contractor shall be responsible for securing notification, approvals, and permits required under the Department of Ecology or Regional Air Agency regulations, based on project location, for all coatings application and removal activity
2. The contractor shall be responsible for meeting all applicable City of Tacoma Stormwater Management Plan (SWMP) requirements triggered by work performed by the contractor or under the direction of the contractor
3. The contractor shall be responsible for development, implementation, and management of all plans, programs, procedures, and Best Management Practices triggered by work performed by the contractor or under the direction of the contractor to prevent violation of air quality standards.
4. The contractor shall develop a written plan describing in detail each permit, SWMP, or Regional Air Agency regulation, based on project location, requirement to be met during the project, with a schedule of completion dates, responsible positions, and task description/function that will be used to meet the permit and SWMP requirements. City of Tacoma Project Engineer must review and approve the plan prior to any work starting.
5. The contractor shall be responsible for development, implementation, and management of plans, practices, and procedures to; prevent air quality violations, waste generation minimization, containment of debris/process material, and prevent contamination of surrounding areas.

6. The contractor shall be responsible for the sampling and analysis of all waste materials for disposal determinations
7. The contractor shall be responsible for disposal requirements in accordance with the Waste Management standards provided by the City of Tacoma and WAC 173-303
8. The contractor shall assume responsibility for all reporting required by the Department of Ecology or Regional Air Agency regulations, based on project location
9. The contractor shall assume responsibility for all Notice of Violation and agency enforcement actions resulting from the contractor activity or activity under the direction of the contractor
10. The contractor shall report the results of all agency inspections and Notices of Violation to the City of Tacoma Project Engineer within 5 business days of receipt
11. The contractor shall develop a written Corrective Action plan describing in detail the Non-compliance event, current status of compliance and steps(s) and process(es), with a schedule of completion dates, that will be used to bring project activity into compliance for all City of Tacoma, Regional Air Agency regulations, based on project location, Department of Ecology, and Environmental Protection Agency inspections and Notice of Violation identifying non-compliance status. The Corrective Action plan shall be provided to the City of Tacoma Project Engineer within 10 business days of receipt of permit inspections and Notice of Violation notice. City of Tacoma Project Engineer must review and approve the plan prior to any work starting

1.5 CODES, LAWS AND REGULATIONS

The following laws, codes, and regulations shall be followed when dealing with Demolition, Abatement and Coatings Application/Removal:

- D. Washington State Legislature 90.48 RCW and Department of Ecology Chapters 173-303 WAC, 173-460, WAC, 173-476 WAC, 173-490 WAC,
- E. Code of Federal Regulations Chapter 40.
- F. City of Tacoma Municipal Code Title 12
- G. Regional Air Agencies
 - a. Puget Sound Clean Air Agency Regulation I & III,
 - b. Southwest Clean Air Agency Regulation 400, 476, 490, & 493
 - c. Olympic Region Clean Air Agency Rule 6.3, 8.2, 8.3, 8.5, 8.6, & 8.7

PART 3 EXECUTION

NOT USED

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16050 - BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the contract, including general and supplementary conditions and Division 1 – Special Provisions, apply to this Section.

1.2 SUMMARY

This section includes the following:

- A. Coordination with Utility and Other Disciplines
- B. Substitutions, Submittals, and Documentation
- C. Raceways
- D. Building Wire and Connectors
- E. Supporting Devices for Electrical Components
- F. Overall Installation Requirements
- G. Outlet Locations
- H. Cutting and patching for Electrical Construction
- I. Touch-up Painting

1.3 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest issue of the publications shall be used.

- A. ANSI C2 National Electric Safety Code
- B. NFPA 70B Electrical Equipment Maintenance
- C. NFPA 70 National Electric Code (NEC)

1.4 INTENT

The work in this division of the specifications and the accompanying drawing describes the electrical systems.

- A. The contractor shall furnish, install, test and place into operation all equipment, materials, devices and necessary means to provide a complete, electrical system.
- B. The work shall include integrating the electrical work with other divisions to obtain a functioning, integrated operable system.

1.5 CODE REQUIREMENTS AND UTILITIES

- A. Perform work to meet or exceed the requirements of the latest edition of the National Electrical Code, Washington State Electrical Rules and Regulations, and local ordinances and regulations.
- B. Obtain and pay for all permits, licenses, and approvals required for execution of this work and include all costs in the bid.
- C. Comply with all requirements of Tacoma Power New Services Department for electrical service and make all arrangements for proper coordination.
- D. If any conflict occurs between government adopted code and rules and this Specification, more stringent requirements shall prevail.
- E. For primary electrical system requirements, contact Tacoma Power, New Services Engineering, at 253-502-8292, and refer to Tacoma Power Standards:
 - 1. C-UG-1100 – Trench
 - 2. C-UG-1400 – Guard Posts
 - 3. C-UG-1500 – J-Boxes
 - 4. C-UG-1700 – Transformers
- F. For secondary electrical system requirements, contact Tacoma Power Electrical Inspection at 253-502-8277, and refer to Tacoma Power Standards:
 - 1. C-SV-3200 – Commercial Secondary Services
- G. These standards are available on-line at TacomaPower.com, menu selection Electrical Service and Permit Requirements – Electrical Construction Standards – Customer Requirements.

1.6 PERMITS AND FEES

- A. The Contractor shall obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein.
 - 1. The electrical permit issued by Tacoma Power will be no fee.
 - 2. Work by Tacoma Power New Services and Electrical Inspection will be no fee.
- B. The Contractor shall arrange for inspection of work by the inspectors and shall give the inspectors all necessary assistance in their work of inspection.
- C. Tacoma Power electrical plans review required by Tacoma Power will be coordinated outside this contract.

1.7 TEMPORARY POWER

- A. Arrange for temporary power.
- B. The panel boards and distribution wiring shall not be energized for construction power usage.

1.8 COORDINATION

- A. The contract drawings are diagrammatic in showing certain physical relationships which must be established and do not give fully dimensioned requirements.

1. The contractor shall not use dimensions scaled from the drawings.
- B. It is the responsibility of the contractor to determine exact locations from field measurements.
- C. The contractor shall coordinate and sequence work with other divisions to prevent interferences, conflicts and sequence of construction.
- D. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Project Lead before any work affected is performed.
- E. The Contractor shall study building plans and details and shall cooperate with all other trades to prevent conflict and interference as to space requirements.
 1. Arrange electrical work in a neat, well-organized manner with conduit and similar services running parallel with primary lines of the building construction.
 2. Coordinate electrical work with mechanical contractor prior to rough-in.
 3. Avoid interferences with bracing of mechanical equipment, filter access, control panel access, sprinkler head placement, and installation and removal of replaceable assemblies.
 4. Extend wiring in flexible raceway from motor starter or disconnect switch to the adjacent mechanical equipment indicated on the drawings.
 5. Provide interconnecting conduit and wire as required by the equipment.
- F. Special attention is called to the following items and all conflicts shall be reported to the Project Lead before installation for decision and correction:
 1. Door swings to the end that switches will be located on the "strike" side of the door.
 2. Location of grilles, pipes, sprinkler heads, ducts and other mechanical equipment so that all electrical outlets, lighting fixtures and other electrical outlets and equipment are clear from and in proper relation to these items.
 3. Location of cabinets, counters and doors so that electrical outlets, lighting fixtures and equipment are clear from and in proper relation to these items.
 4. Lighting fixtures, equipment and outlets shall be located to avoid interference with mechanical or structural features. Lighting fixtures shall be symmetrically located according to the room arrangement. Raceways, junction and outlet boxes and lighting fixtures shall be properly supported to comply with applicable codes and good work practice.
 5. Coordinate mounting heights of wiring devices with surrounding architectural finishes.
- G. The scale of drawings cannot show all necessary transitions, offset, changes in direction, etc. It shall be the responsibility of the Electrical Contractor to provide all pull boxes, etc. necessary to install his work to conform to the structure, to preserve head room and to keep openings and passageways clear.
- H. The Contactor shall provide appropriate NEC working clearance in accordance with Table 110-26(a) of the NEC.

1.9 MOTORS AND MOTOR CONTROLS FOR MECHANICAL EQUIPMENT

The electrical components of mechanical equipment, such as motors, motor starters, control or push-button stations, float or pressure switches, solenoid valves, and other devices functioning to control mechanical equipment, and control wiring and conduit for circuits rated 100 volts or less, are specified in the section covering the associated mechanical equipment, rather than in Division 16 - Electrical.

The interconnecting power wiring and conduit, control wiring rated 120 volts (nominal) and conduit, and electrical power circuits shall be furnished and installed under Division 16 - Electrical.

1.10 OBSTRUCTIONS

- A. The Drawings indicate certain information pertaining to surface and subsurface obstructions which has been taken from available Drawings. Such information is not guaranteed as to accuracy of location or completeness.
- B. Where unknown obstructions are encountered, contractor is to alter routing of work as directed by the Project Lead.
- C. Concealed work - Where the word "concealed" is used in connection with conduit, ducts, and cable trays, the word is understood to mean hidden from sight as in chases, furred spaces or above suspended ceilings. "Exposed" is understood to mean open to view.

1.11 CATALOGUED PRODUCTS/SERVICE AVAILABILITY

- A. Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products.

1.12 SUBSTITUTIONS AND SUBMITTALS

- A. Substitutions: Substitutions shall be submitted for approval in accordance with Section 01300 – Submittals and Shop Drawings for submitting "or equal" for approval.
- B. Submittals: Submittals shall be submitted for approval in accordance with Section 01300 – Submittals and Shop Drawings during construction.
- C. Materials and Equipment List: Give names of manufacturers, catalog and model numbers, and such other supplementary information as necessary for identification.

D. SHOP DRAWINGS

In addition to the requirements specified elsewhere, shop drawings shall meet the following requirements.

- 1. Drawings shall be a minimum of 11 inches by 17 inches in size.
- 2. The Contractor shall submit shop drawings for materials and equipment not completely identified by information submitted in the materials and equipment lists.
- 3. Drawings shall include general assembly and construction details of the equipment, elevations, dimensions, wiring diagrams, and installation details.
- 4. Wiring diagrams shall identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment.

- E. Materials and Equipment Approvals: Approval of materials and equipment will be based on the manufacturer's printed data.

1.13 RECORD DOCUMENTS

- A. Maintain at the job site a set of prints of the contract drawings for the sole purpose of recording the "as-built" changes.
- B. Mark the drawings with a red colored pencil.
- C. Prepare, as the work progresses and upon completion of work, drawings clearly indicating locations of all devices, conduits, equipment and other pertinent items, as installed. Include invert elevation or buried depth of conduits and buried cables.
- D. Upon completion of the project, submit all materials to the Project Lead, As-built underground work shall be included.
- E. Final payment will not be made until record submittal is accepted.

1.14 DELIVERY AND STORAGE

- A. Handle, store, and protect contractor and City furnished equipment and materials in accordance with the manufacturer's recommendations and with the requirements of NFPA 70b, Appendix i, titled "equipment storage and maintenance during construction."
- B. Replace damaged or defective items that are contractor-furnished and all City equipment that is damaged after contractor acceptance of the equipment with new items.

1.15 OPERATION AND MAINTENANCE MANUALS

Operation and maintenance manuals shall be submitted in accordance with Section 01700 – Contract Closeout.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

All materials, equipment, and devices shall meet the requirements of UL or a national recognized listing agency and the requirements of NFPA 70. All items shall be new, the standard products of manufacturers regularly engaged in the production of such materials, and of the manufacturer's latest designs that comply with the specification requirements.

2.2 NAMEPLATES

Provide laminated plastic nameplates in accordance with Section 16075 - Electrical Identification.

2.3 CORROSION RESISTANCE

- A. All metal components (enclosures, mounting channels, hardware, etc.) shall be finished with a sacrificial metal or protective paint to prevent corrosion.
- B. Prevent contact between dissimilar metals in areas exposed to water or condensation.

2.4 RACEWAYS

See Section 16130 – Raceways and Boxes.

2.5 CONDUCTORS

See Section 16120 – Conductors and Cables.

2.6 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
- B. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel.
- C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch- (14-mm-) diameter slotted holes at a maximum of 2 inches (50 mm) o.c., in webs.
- D. Non-metallic Channel and Angle Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (203 mm) o.c., in at least one surface.
 - 1. Fittings and Accessories: Products of the same manufacturer as channels and angles.
 - 2. Fittings and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
- E. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- F. Pipe Sleeves: ASTM A53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- G. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs have number and size of conductor gripping holes as required to suit individual risers. Body constructed of malleable-iron casting with hot-dip galvanized finish.
- H. Expansion Anchors: Carbon-steel wedge or sleeve type.
- I. Toggle Bolts: All-steel springhead type.
- J. Powder-Driven Threaded Studs: Heat-treated steel

PART 3 EXECUTION

3.1 GENERAL

The rules, regulations and reference specifications enumerated herein shall be considered as minimum requirements and shall not relieve the contractor from furnishing and installing higher grades of materials and workmanship than are specified herein or when so required by the contract drawings. This specification shall govern when conflicts occur between reference documents and this specification. Conform to the requirements of ANSI C2 National Electrical Safety Code.

3.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Care shall be exercised in the installation of all equipment to avoid damage.
- B. All equipment shall be protected from dust and moisture prior to and after installation.
- C. Failure of the Contractor to protect the equipment as outlined herein shall be grounds for rejection of the equipment.

3.3 SITE INSPECTION

- A. Installer must examine the areas and conditions under which electrical equipment is to be installed and notify the Project Lead in writing of conditions detrimental to the proper and timely completion of the work.
- B. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer and the Project Lead.

3.4 WORK RESPONSIBILITIES

- A. Drawings indicate diagrammatically desired locations or arrangement of conduit runs and outlets equipment.
 - 1. Proper judgment shall be exercised in executing work so as to secure best possible installation in available space and to overcome local difficulties due to space limitations or interference with structural conditions.
 - 2. Contractor shall be responsible for correct placing of work and proper location and connection of work in relation to work of other trades.
- B. Locations shown on architectural ceiling plans or on wall elevations shall take precedence over electrical plan locations but where a major conflict is evident, notify Project Lead for instructions.
- C. In the event changes in indicated locations are necessary, due to developed conditions in building construction or rearrangement equipment, such changes shall be made without extra cost, providing the change is ordered before the conduit runs, and work directly connected to same is installed and no extra materials are required.
- D. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.
- E. Lighting fixtures in mechanical spaces are shown in their approximate locations only. Do not install light outlets or fixtures until mechanical piping and ductwork. Lights shall be then installed in locations best suited for equipment arrangement or as directed by the Project Lead.
- F. Scaled and figure dimensions are approximate of typical equipment of the class indicated. Before proceeding with any work, check and verify dimensions and sizes with Drawings to see that equipment will fit into spaces provided without violation of applicable codes.
- G. Should any changes to work be indicated on drawings or described in specifications be necessary in order to comply with above requirements, notify Project Lead immediately and cease work on parts of Contract which are affected until approval has been obtained from Project Lead.

- H. Contractor shall be responsible for any cooperative work which must be altered due to lack of proper supervision or failure to make proper provisions in time. Such change shall be made to the Project Lead satisfaction.
- I. Perform work with competent and skilled personnel. Electrical certification cards of all electricians working on-site will be checked.
- J. Work, including aesthetic as well as electrical and mechanical aspects of work, shall be of quality consistent with best practices of trade.
- K. Replace or repair, without additional compensation, any work which, in the opinion of Project Lead, does not comply with these requirements.

3.5 MATERIALS

A. CONFORMANCE

- 1. Material and equipment shall conform to respective publications and other requirements specified below.
 - 2. The Contractor shall furnish all materials not specifically identified on drawings as supplied by City.
 - 3. Materials to be furnished by the Contractor under this specification shall be of manufacturers regularly engaged in the production of such materials and of the manufacturer's latest designs that comply with the specification requirements.
- B. Galvanizing: All structural and miscellaneous steel used in connection with electrical work and located out-of-doors or in damp locations shall be hot-dip galvanized

C. FINISH

- 1. Exposed parts of electrical equipment and the interior of panels, cabinets, switchboards and wireways shall be thoroughly cleaned of dirt, cement, plaster and other materials.
 - 2. All scratched or damaged materials shall be replaced or refinished to the satisfaction of the Project Lead.
- D. Tools: Provide all special servicing tools required for equipment provided under this section.

3.6 OUTLET LOCATION

A. POSITION OF OUTLETS

- 1. Center all outlets with regard to paneling, furring and trim.
- 2. Symmetrically arrange outlets in the room.
- 3. Set outlets plumb and extend to the finished surface of the wall, ceiling or floor without projecting beyond same unless otherwise indicated on drawings.

3.7 GENERAL INSTALLATION

For special requirements refer to specific equipment under other sections.

A. LOCATIONS OF OPENINGS

- 1. Locate chases, shafts and openings required for installation of electrical work during framing of structure.

2. Do additional coring and/or cutting and patching required due to improperly located or omitted openings without cost and with approval of Project Lead.
3. Coring and/or cutting or drilling in any structural member is prohibited without written approval of Project Lead.

B. LOCATION OF SLEEVES

1. Wherever conduits pass through concrete walls or suspended slabs unless otherwise indicated on drawings, furnish and install sleeves of ample size to permit installation of conduit.
2. Sleeves shall be installed prior to pouring of concrete and shall have ends flush with the wall or extend 2" above floor surfaces.
3. Verify locations with Project Lead. Sleeves shall be PVC, steel pipe, or galvanized sheet metal.

C. FINISH AROUND SLEEVES

1. Rough edges shall be finished smooth.
 2. Space between conduit and sleeves where conduit passes through exterior walls shall be sealed to permit movement of conduit but prevent entrance of water through the conduit or sleeve. Space between conduit and sleeves where conduit passes through fire rated interior walls and slabs shall be sealed with an U.L. classified sealing device that is fireproof and will remain pliable.
 3. Provide adequate space around conduit for device installation.
 4. Where it is impossible to install the fire seal, sleeves and slots shall be packed with approved materials to provide a fire barrier conforming to the requirements of the legal authorities having jurisdiction.
 5. All unused sleeves shall be similarly packed. An example of an acceptable seal type is silicone foam.
- D. Access to Equipment: Locate starters, switches, receptacles, and pull boxes to provide easy access for operation, repair and maintenance, and if concealed, provide access doors.

3.8 SEISMIC REQUIREMENTS

Light fixtures, conduits, cable trays and electrical equipment shall be provided with earthquake restraints in accordance with the requirements of the applicable building code for seismic zone 3.

- A. Each surface mounted fluorescent fixture in open ceiling spaces shall be supported from a Slotted Steel Channel Support System (Strut). The strut assembly shall be secured to the structural truss system at the top or bottom chord at panel points.
- B. Fluorescent fixtures in suspended ceiling grid shall be provided with seismic wire supports attached to the building structural members, using two wires for individual fixtures and one wire per unit for continuous row fixtures. These support wires shall be number 12 gauge minimum and shall be capable of supporting four times the support load.

- C. Groups of conduits shall be supported by a Slotted Steel Channel Support System (Strut) with support rods or clamps and horizontal steel members at spacing of 8 feet maximum, on center. The strut assembly shall be secured to the structural truss system at the top or bottom chord at panel points.
- D. Electrical panels, cabinets and other electrical equipment mounted on walls shall likewise be provided with seismic supports attached on structural members to resist the same uplifting and horizontal forces.

3.9 WORKMANSHIP

- A. All materials and equipment shall be installed in accordance with the contract drawings and the recommendations of the manufacturer as approved by the Project Lead.
- B. The installation shall be accomplished by skilled workmen regularly engaged in this type of work. Where required by local regulations, the workmen shall be properly licensed.
- C. Raceways, electrical equipment, and electrical equipment supports shall not be installed until fire protection materials have been applied and approval has been obtained.

3.10 CONTRACT DRAWINGS

Where the electrical drawings indicate (diagrammatically or otherwise), the work intended and the functions to be performed, even though some minor details are not shown, the contractor shall furnish all equipment, material, and labor to complete the installation work, and accomplish all the indicated functions of the electrical installation.

Further, the contractor shall be responsible for taking the necessary actions to ensure that all electrical work is coordinated and compatible with architectural, landscape, civil, mechanical and structural plans.

3.11 ELECTRICAL CONNECTIONS TO EQUIPMENT

- A. Contractor shall provide all connections to mechanical equipment supplied under various sections of these Specifications.
- B. All equipment shall be wired complete in each detail including all interlocks, safety switches, control devices, starters and disconnects.
- C. Drawings include equipment as anticipated to be furnished; however, in case other makes, etc., are furnished than shown, the furnished equipment shall be wired completely as required at no additional cost.
- D. All connections and wiring diagrams where shown on the drawings are for bidding purposes only and the Contractor shall obtain final wiring diagrams from equipment vendors. Diagrams as supplied shall be specifically for this Project.
- E. Motor sizes where shown on the drawings are for bidding purposes only and the Contractor shall verify all motor sizes prior to wiring. Contractor shall furnish proper starters for the equipment as furnished at no additional to the City.
- F. Conduits and wires where shown on the Contract Documents are for bidding purposes. Contractor shall verify all wire sizes, number of wires required and supply the proper number to each piece of equipment before installation.

3.12 REMOVAL OF MATERIAL

- A. Continually remove material from site including packing cartons, scrap materials, and other rubbish.
- B. Remove all unnecessary equipment and materials in those areas affected by construction.

3.13 PAINTING OF EQUIPMENT

- A. Factory Applied: Electrical equipment shall have factory applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria.

3.14 WARRANTY

- A. The contractor shall be responsible for all work installed under this specification. He shall make good, repair, or replace at his own expense as may be necessary, any defective work, materials or parts.
- B. The contractor shall warrant his work for duration indicated in Division 1 – Special Provisions after final acceptance.

3.15 ELECTRICAL EQUIPMENT INSTALLATION

- A. Head Room Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- B. Materials and Components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- C. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

3.16 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Damp Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, U-channel system components.
- B. Dry Locations: Steel materials.
- C. Support Clamps for PVC Raceways: Click-type clamp system.

3.17 SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

- C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- D. Size supports for multiple raceway installations so capacity can be increased by a 50 percent minimum in the future.
- E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.
- F. Install 1/4-inch- (6-mm-) diameter or larger threaded steel hanger rods, unless otherwise indicated.
- G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch (38-mm) and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.
- H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.
- I. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches (610 mm) from the box.
- J. Install metal channel racks for mounting cabinets, panel boards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.
- K. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- L. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
 - 1. Wood: Fasten with wood screws or screw-type nails.
 - 2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
 - 3. Concrete: Concrete inserts with machine screws and bolts.
 - 4. Steel: Welded threaded studs or spring-tension clamps on steel.
 - 5. Field Welding: Comply with AWS D1.1.
 - 6. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.
 - 7. Light Steel: Sheet-metal screws.
 - 8. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.18 CUTTING AND PATCHING

Provide all openings required for electrical work.

3.19 REFINISHING AND TOUCH-UP PAINTING

Refinish and touch-up paint. Paint materials and application requirements are specified in Division 9 Section 09900 - Painting.

- A. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
- B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
- C. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

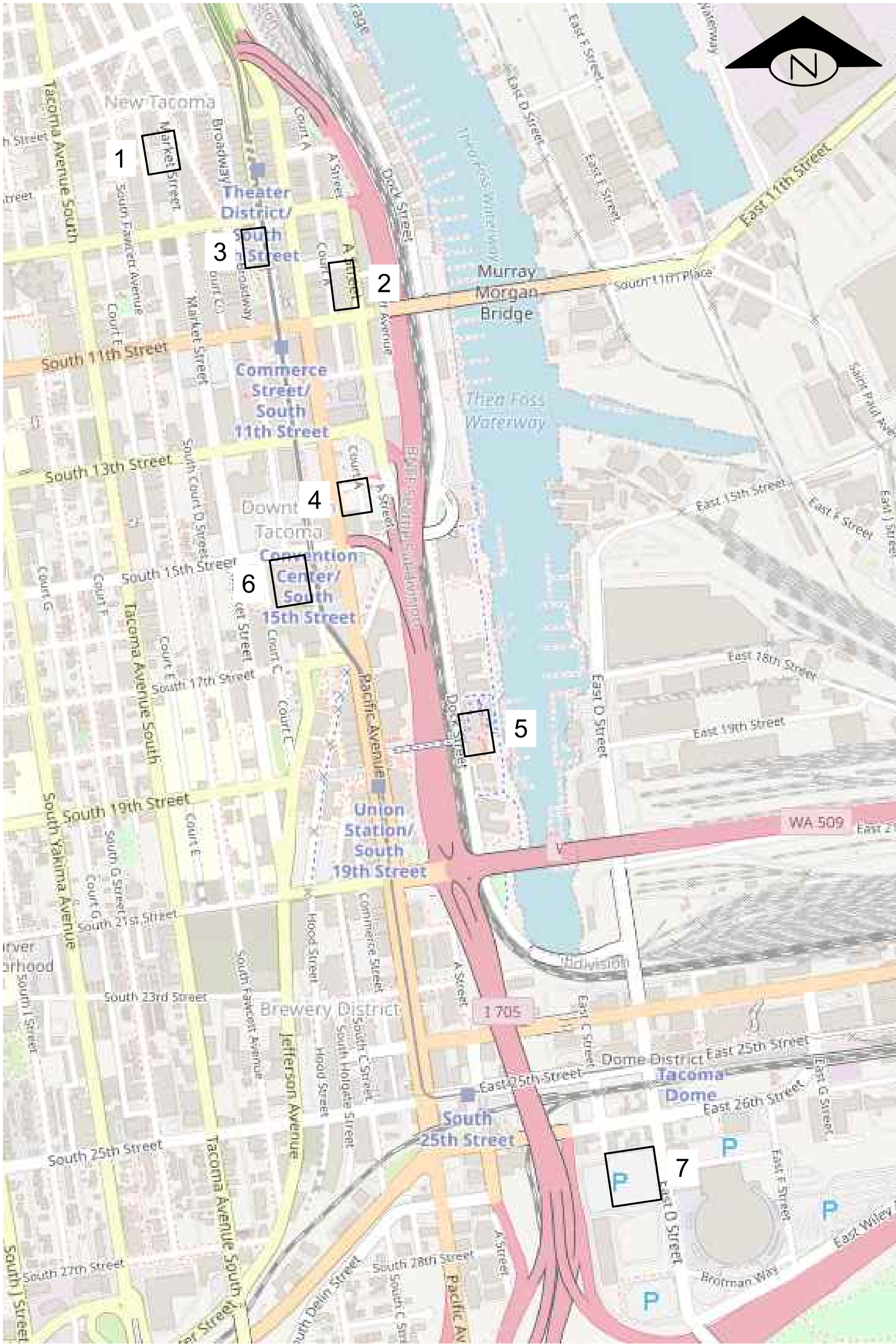
3.20 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations to ensure that coatings, finishes, and cabinets are without damage.

END OF SECTION

TACOMA POWER ELECTRIC VEHICLE CHARGERS

TACOMA, WASHINGTON



LOCATION MAP

PROJECT INFORMATION

THIS PROJECT INCLUDES INSTALLING ELECTRICAL DISTRIBUTION EQUIPMENT AND ASSOCIATED INFRASTRUCTURE TO ENERGIZE EV CHARGERS AT SEVEN (7) LOCATIONS IN DOWNTOWN TACOMA.

SITES

- (1) MUNICIPAL PARKING LOT
728 MARKET ST
- (2) TACOMA PARKING GARAGE
110 SOUTH 10TH ST
- (3) PARK PLAZA GARAGE
923 COMMERCE ST
- (4) 14TH ST LOT
1401 PACIFIC AVENUE
- (5) MUSEUM OF GLASS GARAGE
1801 DOCK ST
- (6) CONVENTION CENTER GARAGE
1500 COMMERCE ST
- (7) TACOMA DOME, LOT A
2727 EAST D STREET

APPLICABLE CODES

ALL WORK SHALL CONFORM TO ALL PERTINENT CODES, REGULATIONS, LAWS, AND ORDINANCES AS REQUIRED BY THE STATE OF WASHINGTON.

2022 TACOMA MUNICIPAL CODE
2022 NATIONAL ELECTRICAL CODE
2018 WASHINGTON STATE ENERGY CODE (WAC 51-11C)
2021 INTERNATIONAL BUILDING CODE
2021 INTERNATIONAL FIRE CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL EXISTING BUILDING CODE

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

LEGEND

	(2) CHARGERS ON PEDESTAL
	(1) WALL MOUNT CHARGER
	CONDUIT
	DETAIL DESIGNATOR
	DISCONNECT SWITCH
	JUNCTION BOX
	UNDERGROUND CONDUIT
	WIRE NOTE
	CONSTRUCTION NOTE
	GROUND WELL

ABBREVIATIONS

AIC	AMPERE INTERRUPTING CAPACITY
ALT	ALTERNATIVE
CDF	CONTROLLED DENSITY FILL
CU	COPPER
EV	ELECTRIC VEHICLE
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUGS ONLY
NM	NON-METALLIC
NTS	NOT TO SCALE
PH	PHASE
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
SERV	SERVICE
SP	SPACE
SWBD	SWITCHBOARD
TPU	TACOMA PUBLIC UTILITY
V	VOLTS

SHEET INDEX

SHEET NO.	DRAWING NAME	SHEET DESCRIPTION
1	CV1	COVER
2	EL1	MUNICIPAL PARKING LOT
3	EL2	TACOMA PARKING GARAGE
4	EL3	PARK PLAZA GARAGE
5	EL4	14TH ST LOT
6	EL5	MUSEUM OF GLASS GARAGE
7	EL6	CONVENTION CENTER GARAGE
8	EL7	TACOMA DOME, LOT A
9	EL8	WALL/PEDESTAL MOUNTED EV CHARGER DETAILS
10	EL9	SMART DC CHARGER AND DISCONNECT DETAILS
11	EL10	EVSE PAVEMENT MARKING AND SIGNAGE DETAILS
12	EL11	SERVICE FOUNDATION AND GROUNDING DETAILS
13	EL12	480V AND 208V SERVICE CABINET DETAILS
14	EL13	PEDESTAL INSTALLATION DETAILS
15	EL14	PANEL SCHEDULES (1 OF 2)
16	EL15	PANEL SCHEDULES (2 OF 2)

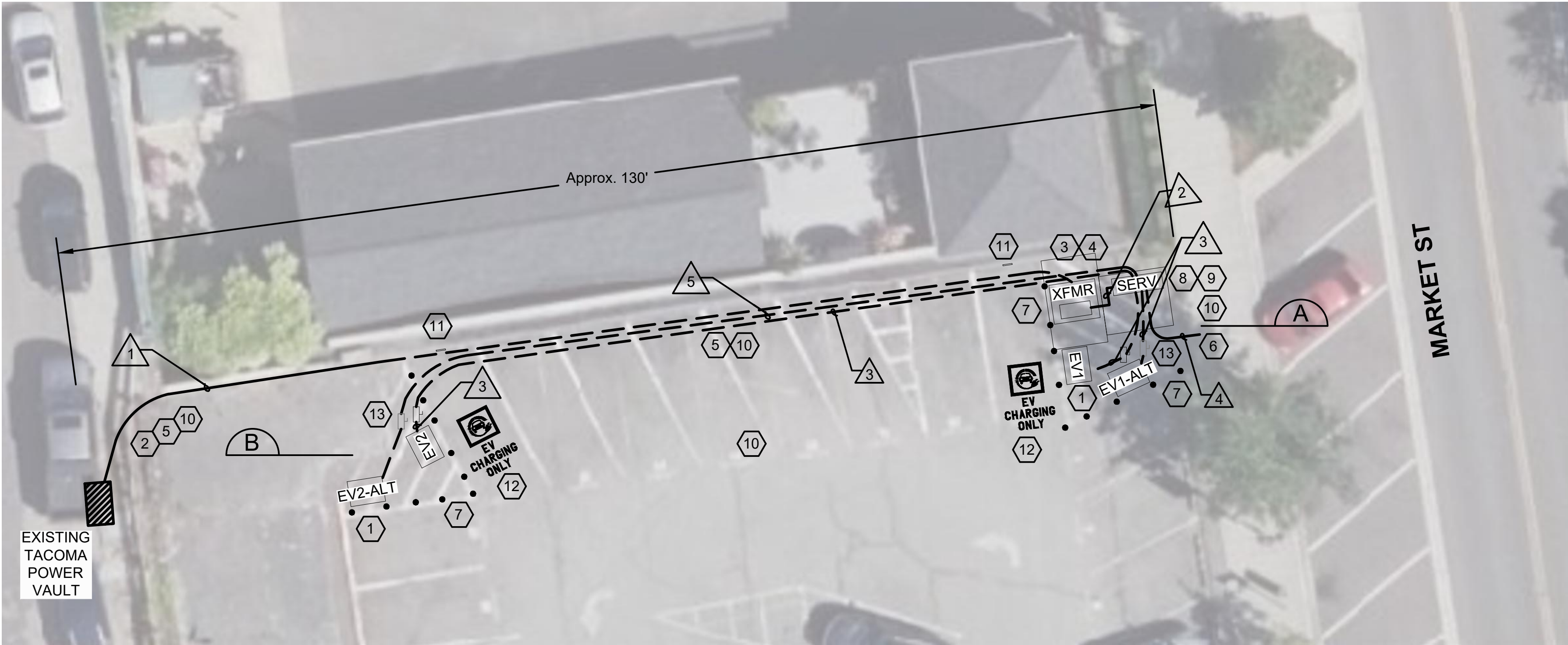
GENERAL NOTES

- THE PLANS DO NOT SHOW ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL INVESTIGATE UTILITIES PRIOR TO ANY FOUNDATION EXCAVATION AND CONDUIT TRENCHING TO AVOID DAMAGE TO ANY UNDERGROUND UTILITIES. CONTACT THE OWNER'S ENGINEER IF PROPOSED CONSTRUCTION CONFLICTS WITH ANY EXISTING UTILITIES. ALL EXISTING UTILITY INFRASTRUCTURE TO BE PROTECTED AT ALL TIMES THROUGHOUT CONSTRUCTION.
- RESTORE ALL IMPACTED AREAS TO ORIGINAL CONDITIONS INCLUDING BUT NOT LIMITED TO RETAINING WALL, LANDSCAPING, PAVEMENT, CONCRETE, BACKFILL, CURB AND GUTTER.
- ALL EQUIPMENT, BREAKERS, DISCONNECTS, AND CHARGERS TO BE CLEARLY MARKED USING PHENOLIC LABEL STATING TACOMA POWER AS THE OWNING PARTY OF THE MENTIONED EQUIPMENT.
- UNFUSED DISCONNECTS SHALL BE HEAVY DUTY TYPE, HORSEPOWER RATED WITH INTERLOCKING COVER, APPROPRIATELY NEMA RATED FOR THE LOCATION INSTALLED. DISCONNECT HANDLE SHALL BE ON EXTERIOR OF ENCLOSURE AND BE LOCKABLE IN BOTH THE OPEN AND CLOSED POSITION. LABELED WITH THE LOAD SERVED, VOLTAGE, PHASE, HORSEPOWER, AND THE PANEL AND CIRCUIT NUMBER FROM WHERE IT IS FED. ACCEPTABLE MANUFACTURERS INCLUDE SQUARE D, SIEMENS, GE, EATON, OR APPROVED EQUAL.
- PANELBOARDS SHALL BE HEAVY DUTY, COPPER BUS, CONTINUOUS DUTY WITH SHORT CIRCUIT CURRENT RATING (SCCR) PER TACOMA POWER STANDARDS C-SV-4000. CIRCUIT BREAKERS SHALL COMPLY WITH WSDOT 2023 STANDARD SPECIFICATION 9-29.24. ENCLOSURE CONSTRUCTION SHALL BE SURFACE MOUNT NEMA 1. ACCEPTABLE MANUFACTURERS INCLUDE SQUARE D, SIEMENS, GE, EATON, OR APPROVED EQUAL.
- DO NOT DRILL ANCHORS INTO PRE-STRESSED CONCRETE STRUCTURE. ATTACH TO NON TENSIONED POURED IN PLACE STRUCTURE ONLY.
- ALL INSTALLATIONS TO MEET THE NEC, NFPA, AND CITY OF TACOMA STANDARDS.
- PVC IS SCHEDULE 40 UNLESS NOTED OTHERWISE.
- IF INFORMATION IS SHOWN ANYWHERE IN THE PLANS IT IS THE SAME AS SHOWN EVERYWHERE IT IS APPLICABLE.
- DIMENSIONS ARE PROVIDED IN DETAILS TO ESTABLISH APPROXIMATE TOTAL AREA WHERE EQUIPMENT CAN BE INSTALLED. ACTUAL/FINAL DIMENSIONS TO BE COORDINATED IN THE FIELD WHEN EXACT DIMENSIONS OF EQUIPMENT ARE ESTABLISHED.
- THE FURNISHING OF THE FOLLOWING EQUIPMENT IS NOT IN CONTRACT (NIC): ELECTRIC VEHICLE CHARGERS, CHARGER MOUNTING PEDESTALS WHERE SHOWN, CABLE MANAGEMENT SYSTEMS, BREAKAWAY BASEPLATES, AND NEW PAD MOUNTED SERVICE CABINETS. THESE EQUIPMENT ARE TO BE INSTALLED BY CONTRACTOR.
- CONDUIT LAYOUT AND EQUIPMENT LOCATIONS ARE DIAGRAMMATIC, FINAL PLACEMENT IS TO BE COORDINATED IN THE FIELD WITH OTHER TRADES AND PROJECT



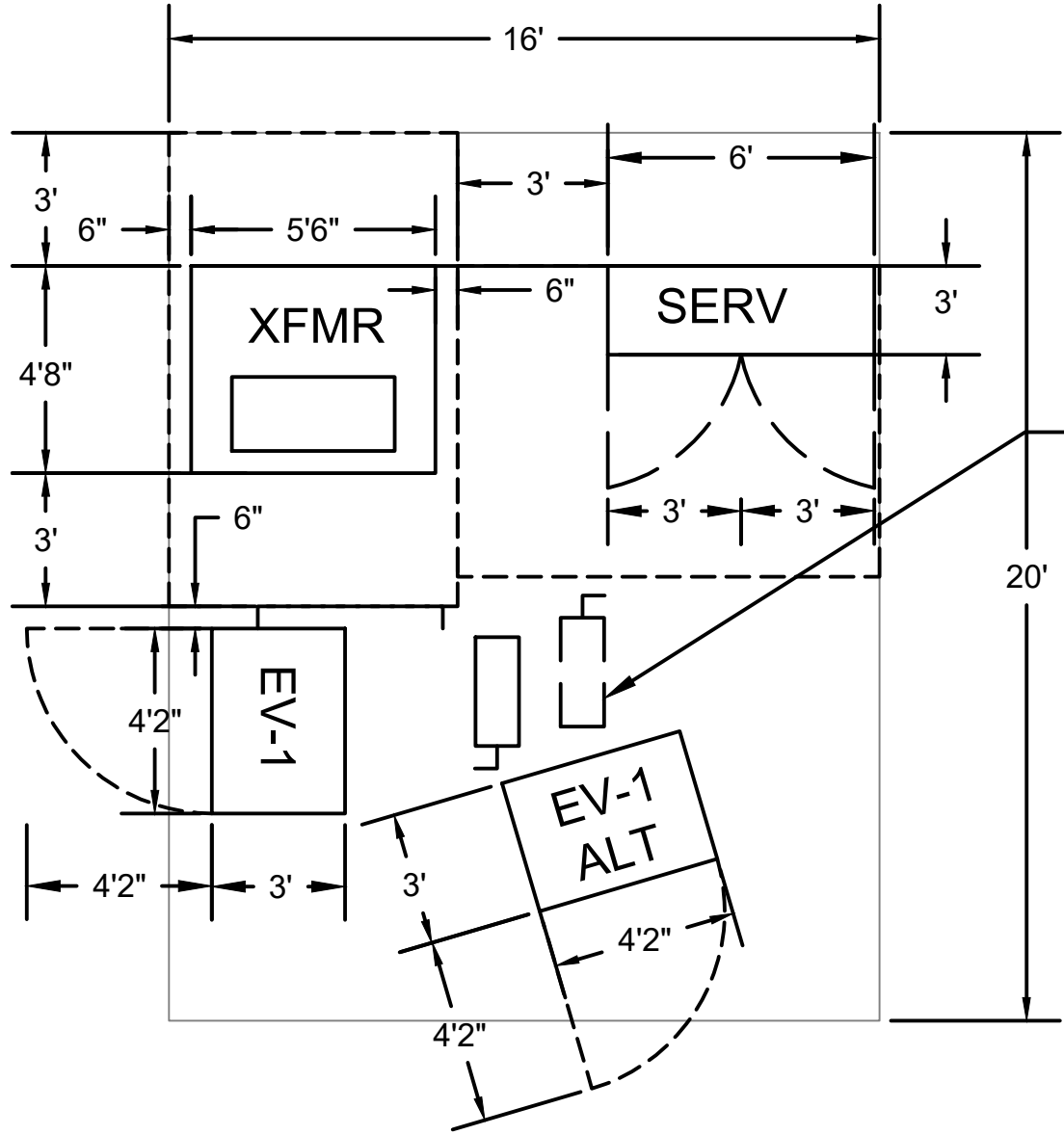
NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS		TACOMA PUBLIC UTILITIES	SPEC. NO.
				BY	DESIGNED NB	CHECKED XZ			WBS NO.
				DATE	DRAWN LS	PROJECT NAME			
				FIELD BOOKS	DRAWING NAME CV1				SHEET NO. 1 OF 16

DOWNTOWN TACOMA EVSE
COVER
TACOMA, WASHINGTON



CONSTRUCTION NOTES

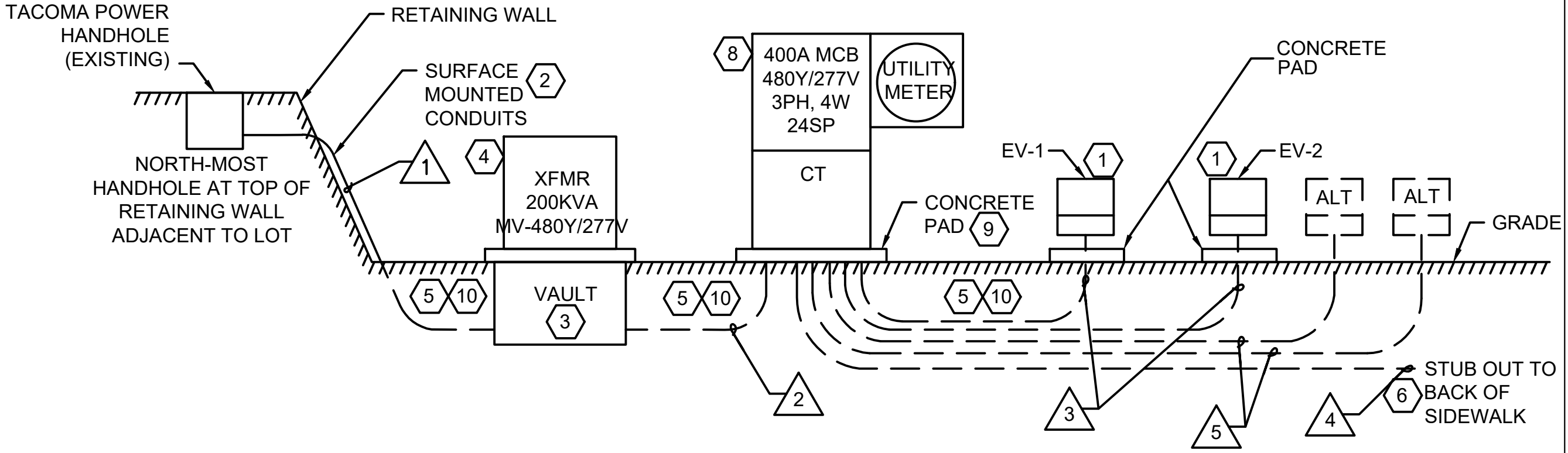
- 1
- INSTALL CONCRETE FOUNDATION AND OWNER FURNISHED SMART DC EV CHARGER PER MANUFACTURER SPECIFICATION AND DETAIL ON DRAWING EL9.
- 2
- EXCAVATE NORTH SIDE OF VAULT, CORE HOLE THROUGH VAULT AND THROUGH RETAINING WALL PER TACOMA POWER CUSTOMER DRAWING. RUN GRS CONDUITS EXPOSED DOWN FACE OF RETAINING WALL THEN UNDERGROUND ACROSS PARKING LOT TO NEW XFMR VAULT IN PARKING LOT PER TACOMA POWER STANDARD C-UG-1100.
- 3
- FURNISH AND INSTALL 5X5X4 XFMR VAULT PER TACOMA POWER STANDARD A-UG-1150, A-UG-1200, AND C-UG-1700. SEE DETAIL A FOR EQUIPMENT LAYOUT.
- 4
- 200 KVA XFMR MV-480Y/277V 3-PH TO BE FURNISHED AND INSTALLED BY TACOMA POWER. XFMR IS SET ON TOP OF VAULT.
- 5
- TRENCH AND BURY CONDUIT PER TACOMA POWER STANDARD C-UG-1100.
- 6
- INSTALL STUBOUT TOWARD BACK OF SIDEWALK.
- 7
- FURNISH AND INSTALL PROTECTIVE BOLLARDS TO PROTECT XFMR, EV CHARGERS AND SERVICE CABINET PER TACOMA POWER STANDARD C-UG-1400. COORDINATE FINAL LOCATION WITH TPU INSPECTOR.
- 8
- INSTALL OWNER FURNISHED SERVICE-RATED 400A, 480Y/277V, 3 PHASE, 4 WIRE, 24 SPACE SERVICE CABINET WITH 400A MAIN BREAKER, TACOMA POWER METER BASE, AND CURRENT TRANSFORMER. SEE DETAIL ON DRAWING EL12 AND THIS DRAWING FOR BREAKER SCHEDULE. REFERENCE TACOMA POWER STANDARD C-MR-0005 AND C-MR-0020 FOR METERING.
- 9
- FURNISH AND INSTALL CONCRETE BASE AND GROUNDING UNDER SERVICE CABINET PER DETAIL ON DRAWING EL11 AND NEC.
- 10
- PATCH RETAINING WALL CORES. RESTORE AREA LANDSCAPING, PAVEMENT, CONCRETE, BACKFILL, CURBING AND GUTTER TO ORIGINAL CONDITION.
- 11
- FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- 12
- EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
- 13
- FURNISH AND INSTALL NEMA 3R RATED, 3PH, 80A NONFUSED DISCONNECT SWITCH PER NEC.



TRANSFORMER, SERVICE CABINET, EV-1 & EV-1 ALT LAYOUT

DETAIL
NOT TO SCALE

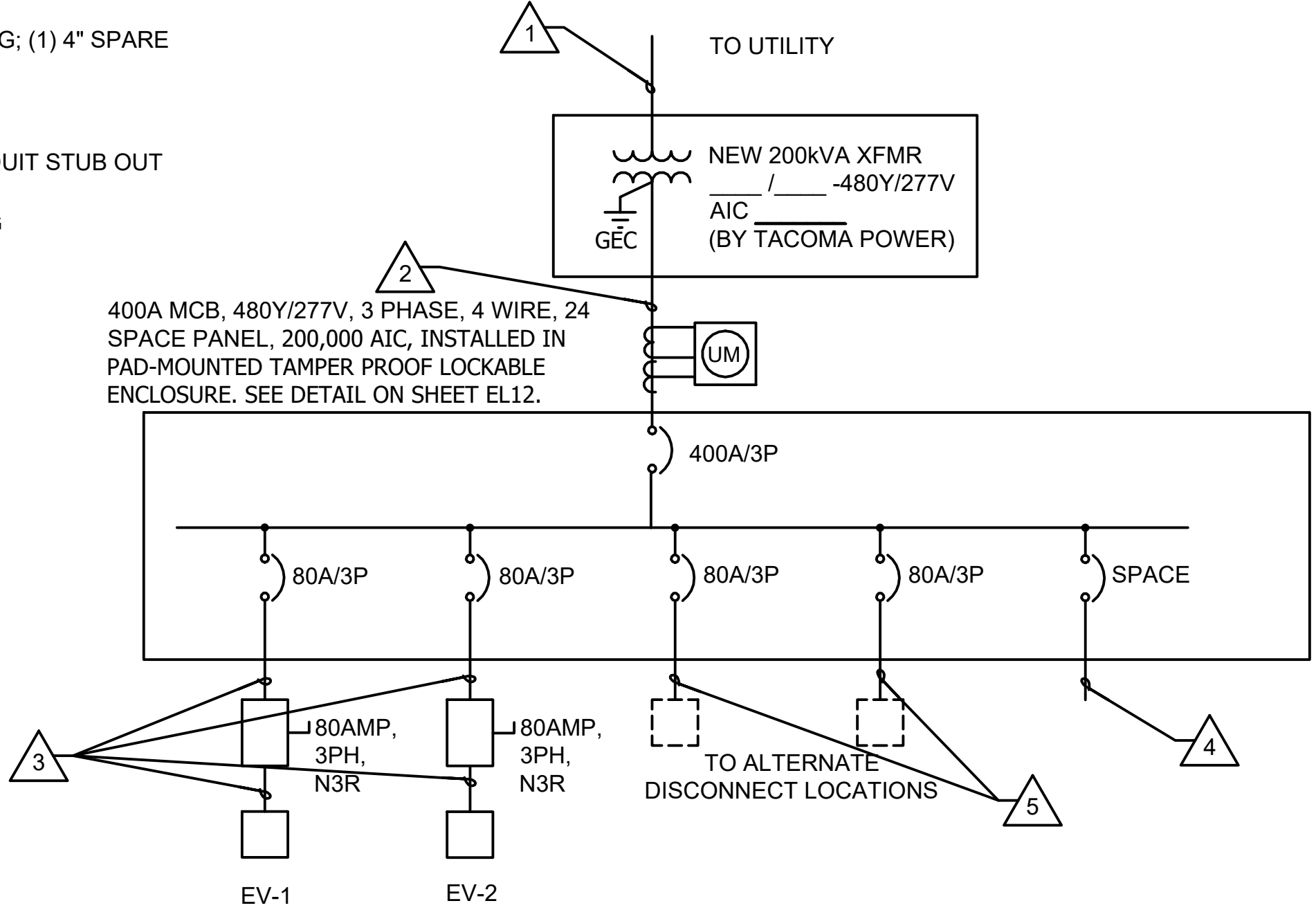
A
EL1



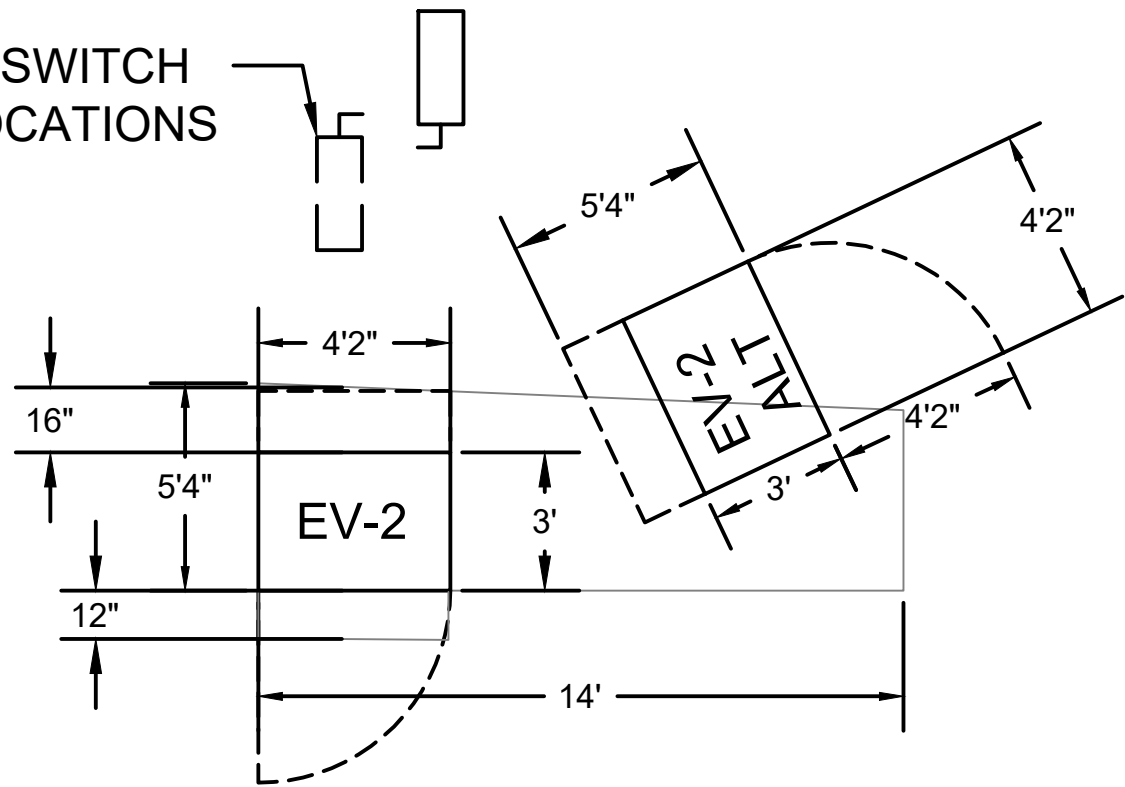
WIRE NOTES

- 1
- (2) 3"RGS, CONDUCTORS PER TACOMA POWER
- 2
- (1) 4"PVC, 4-500MCM, #2/0G; (1) 4" SPARE
- 3
- (1) 1.5"PVC, 4#4, #8G CU
- 4
- (1) 10' LONG 2" PVC CONDUIT STUB OUT
- 5
- (1) 1.5" PVC, PULL STRING

ELEVATION VIEW
NOT TO SCALE



ONE-LINE DIAGRAM
NOT TO SCALE



EV-2 & EV-2 ALT LAYOUT

DETAIL
NOT TO SCALE

B
EL1

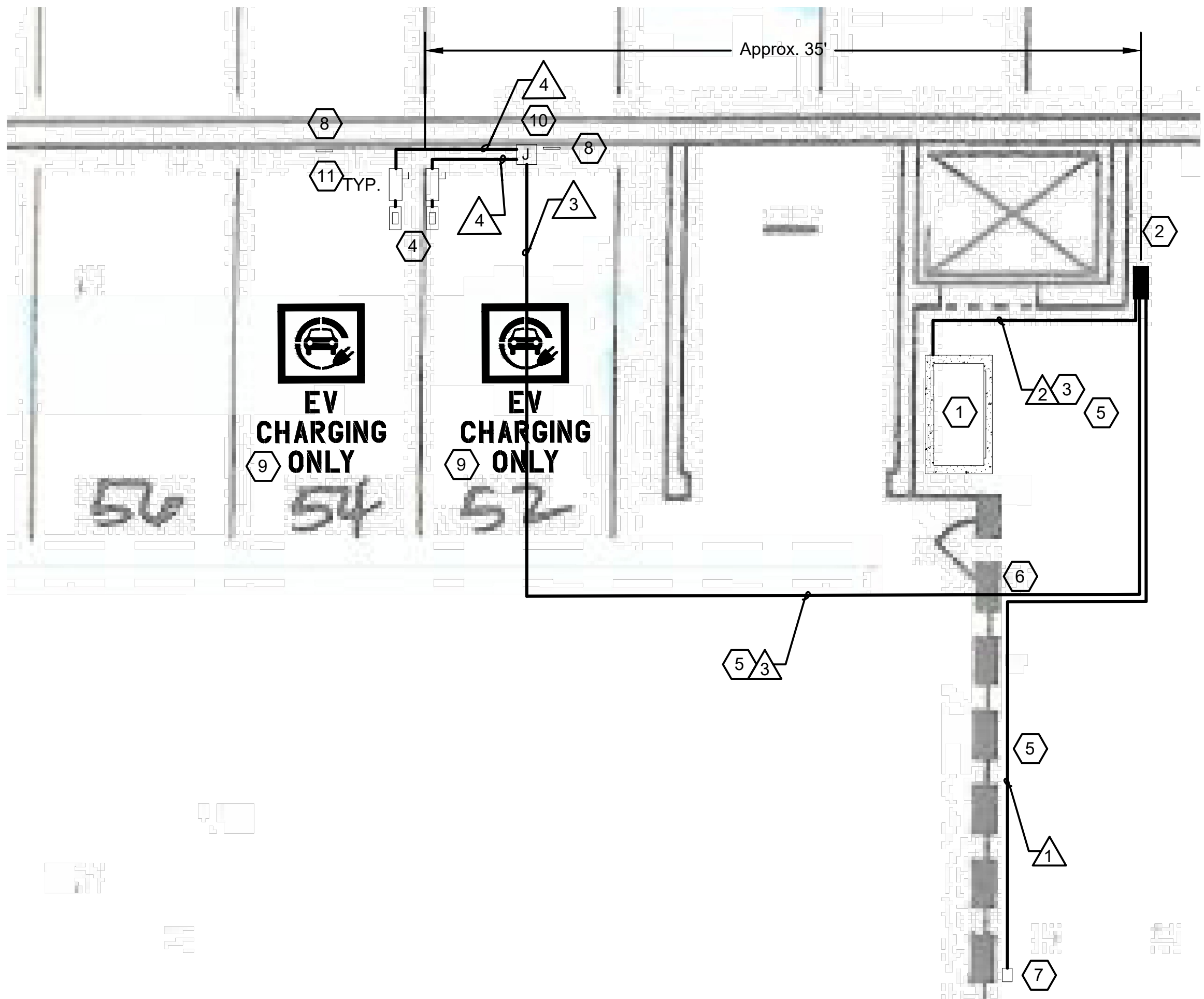
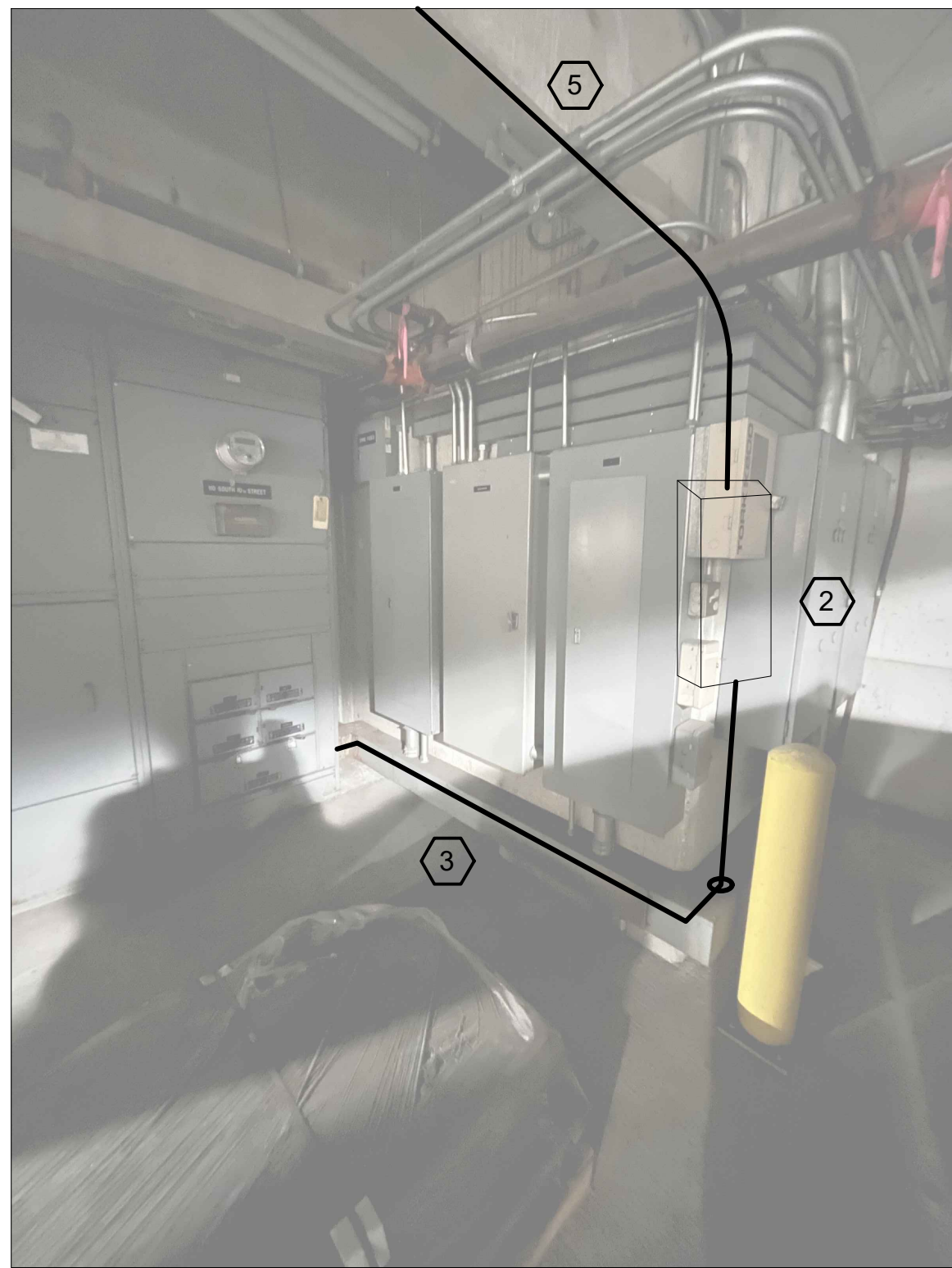
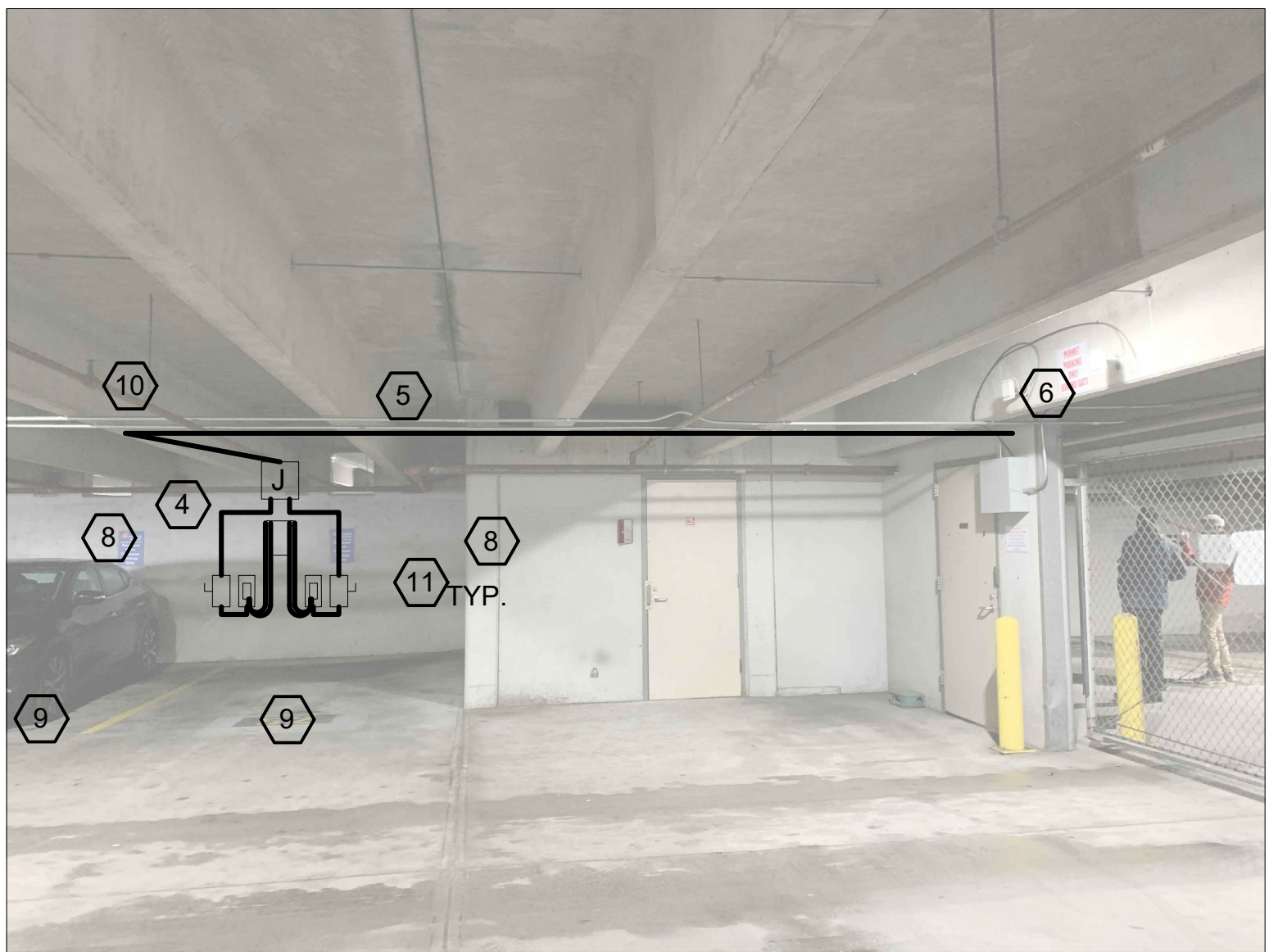


NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
BY DESIGNED NB	CHECKED XZ	
DATE DRAWN LS	PROJECT NAME	
FIELD BOOKS	DRAWING NAME EL1	



TACOMA PUBLIC UTILITIES	SPEC. NO.
DOWNTOWN TACOMA EVSE MUNICIPAL PARKING LOT 728 MARKET ST	WBS NO.
	SHEET NO. 2 OF 16

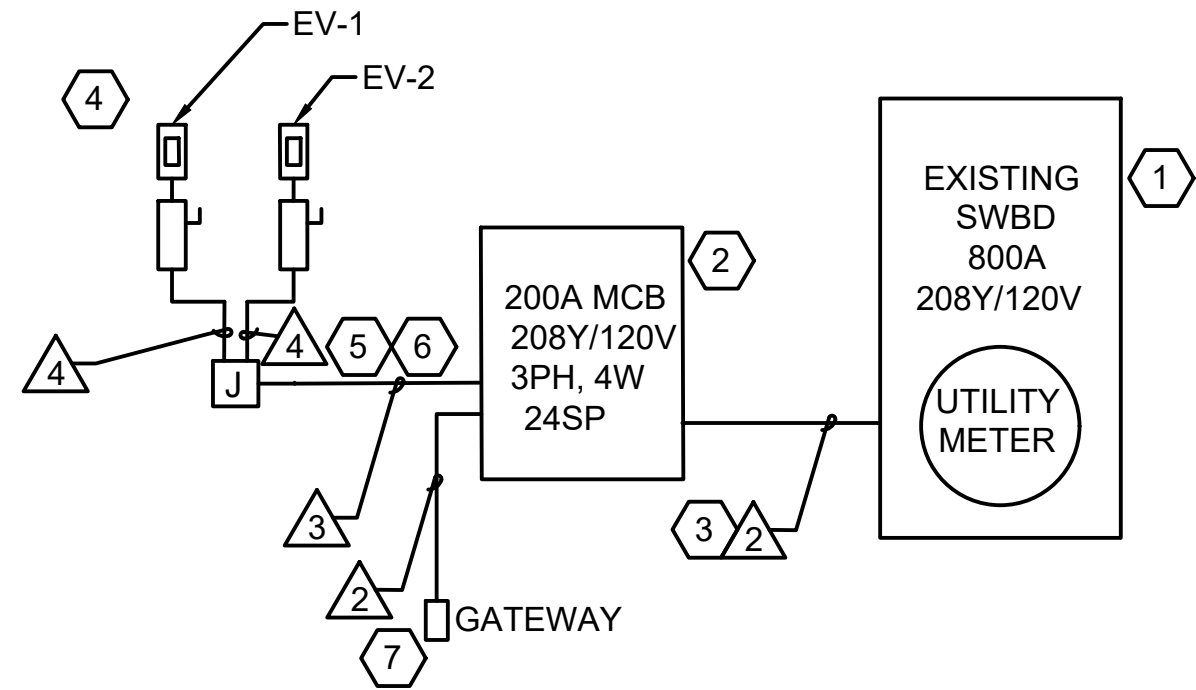


CONSTRUCTION NOTES

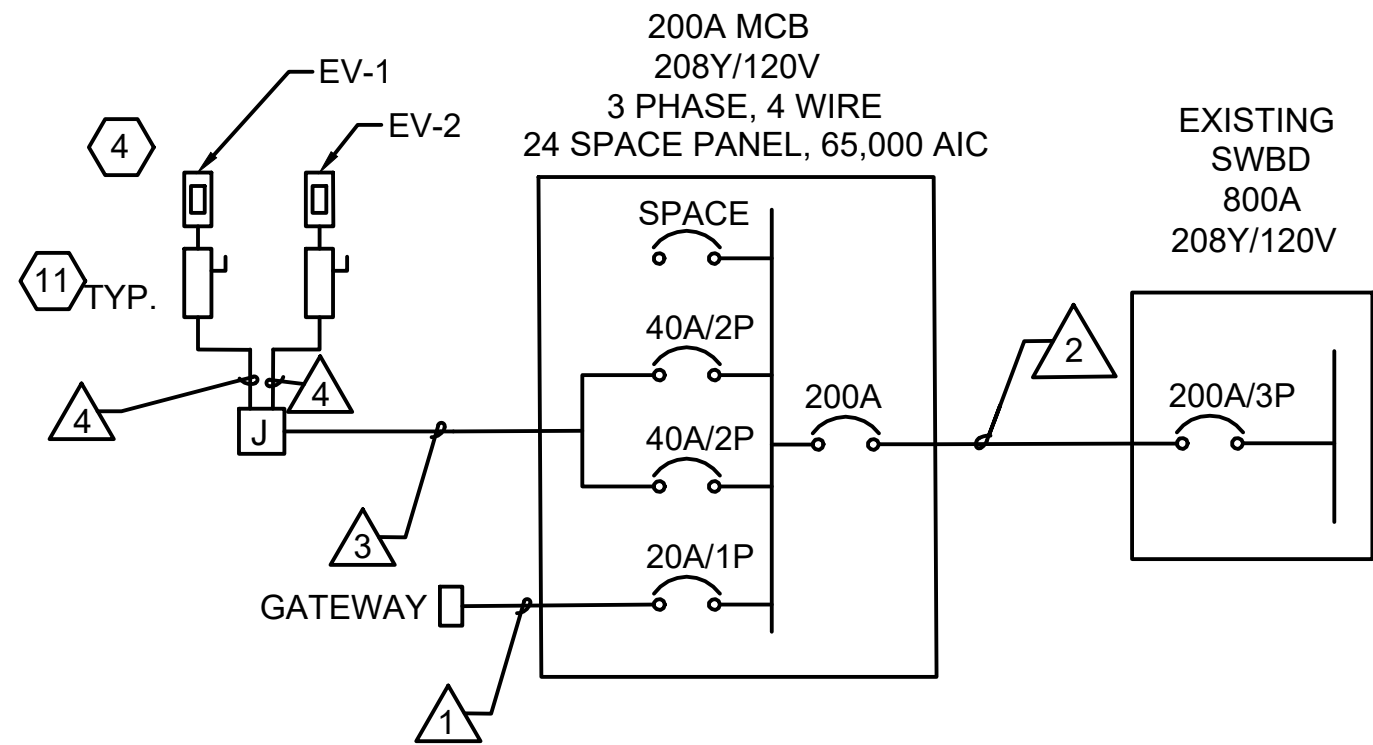
- RE-PURPOSE EXISTING 200A 3P SWITCH AND REPLACE FUSES WITH NEW 200A FUSES
- REMOVE (2) EXISTING CONTACTOR CABINETS, TIME CLOCK AND ASSOCIATED UNUSED EQUIPMENT. FURNISH AND INSTALL A NEW PANEL RATED 200A, MLO, 208Y/120V.
- REMOVE EXISTING CONDUCTORS BETWEEN EXISTING SWITCHBOARD AND EXISTING CONTACTOR ENCLOSURES. MODIFY EXISTING GUTTER AS REQUIRED TO RUN FEEDERS TO THE NEW 200 AMP PANELBOARD.
- INSTALL (2) TWO OWNER FURNISHED WALL-MOUNTED LEVEL-2 CHARGERS AND CABLE MANAGEMENT SYSTEMS PER DETAIL ON DRAWING EL8 AT PARKING STALLS (52 AND 54) ADJACENT TO THE EXISTING LEVEL-2 EV CHARGERS.
- SURFACE MOUNT GRS CONDUIT ON WALL AND UNDER CONCRETE BEAMS AS SHOWN IN PLAN.
- CORE DRILL THROUGH WALL BY THE ENTRANCE DOOR FOR CONDUIT INSTALLATION.
- FURNISH AND INSTALL 12X12X4 NM NEMA 4 JUNCTION BOX FOR COMMUNICATION GATEWAY. LOCATE WITHIN 160' OF CHARGING UNITS WHERE CELL SIGNAL IS STRONGEST. SEE DETAIL ON DRAWING EL8.
- FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
- FURNISH AND INSTALL 16X16X4 NEMA 4 JUNCTION BOX.
- FURNISH AND INSTALL DISCONNECT FOR EACH CHARGER PER NEC.

WIRE NOTES

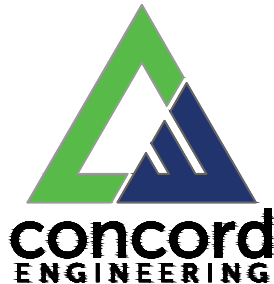
- (1) 3/4"C, 2#12, #12G
- (1) 2"C, 3-#4/0, #4G
- (1) 1.25"C, 4#8, #8G CU; (1) 2" SPARE CONDUIT
- (1) 1.25"C, 4#8, #8G CU



BLOCK DIAGRAM
NOT TO SCALE



ONE LINE DIAGRAM
NOT TO SCALE

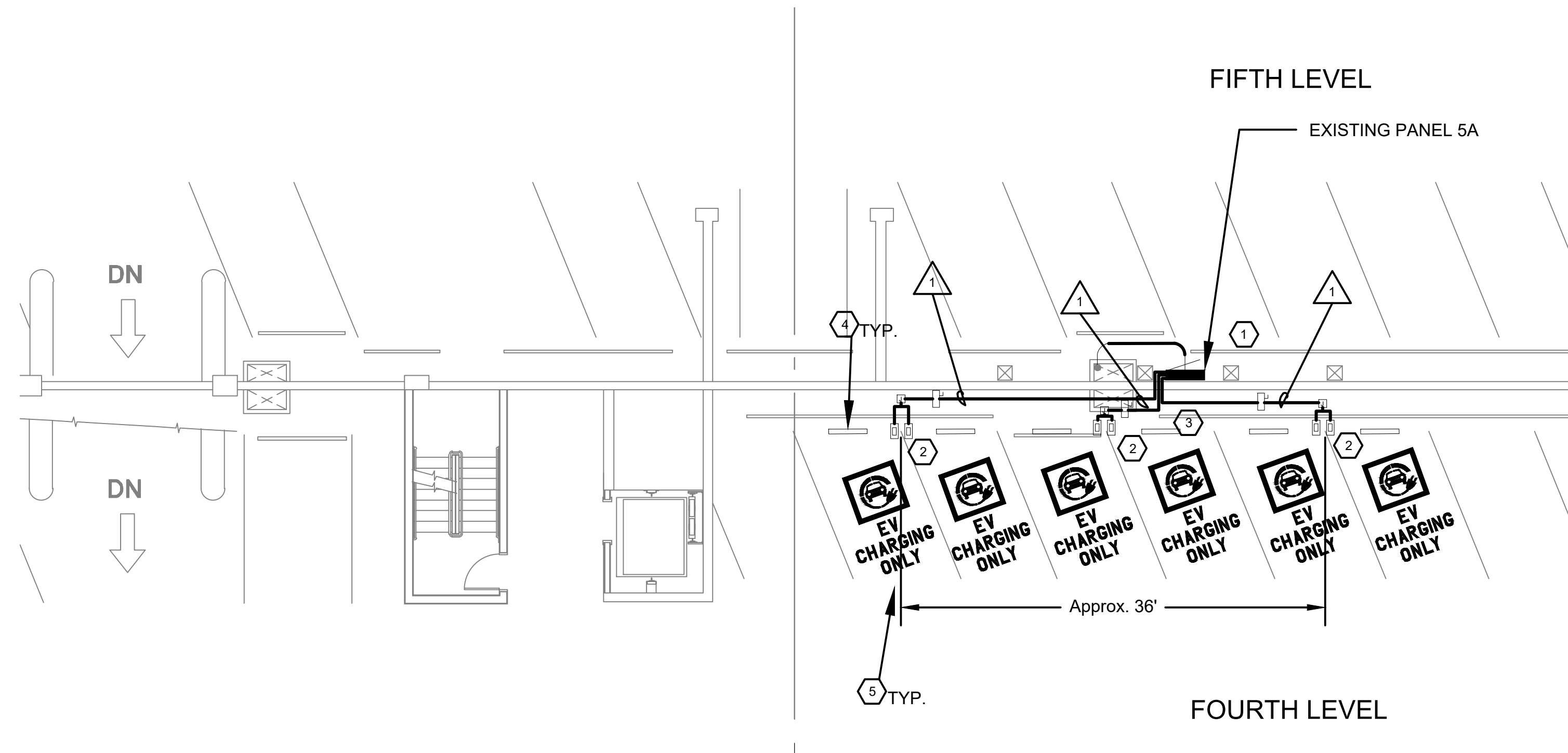


NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS	
				BY NB	CHECKED XZ		
				DATE LS	PROJECT NAME		
				FIELD BOOKS	DRAWING NAME EL2		

TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
TACOMA PARKING GARAGE
110 SOUTH 10TH ST

SPEC. NO.	
WBS NO.	
SHEET NO.	3
SHEET	OF 16



CONSTRUCTION NOTES

- 1

FEED NEW EV CHARGERS FROM EXISTING PANEL 5A LOCATED ON THE FIFTH FLOOR.
- 2

INSTALL (6) SIX OWNER FURNISHED WALL-MOUNTED LEVEL-2 CHARGERS PER DETAIL ON DRAWING EL8. USE POWER SHARING. WIRE CONFIGURATION PER MANUFACTURER'S INSTALLATION MANUAL.
- 3

FURNISH AND INSTALL CONDUIT FROM PANEL 5A TO NEW EV CHARGERS THROUGH THE WALL OPENING CLOSEST TO PANEL 5A.
- 4

FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- 5

EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
- 6

FURNISH AND INSTALL 12X12X4 NM NEMA 4 JUNCTION BOX FOR COMMUNICATION GATEWAY. LOCATE WITHIN 160' OF CHARGING UNITS WHERE CELL SIGNAL IS STRONGEST. SEE DETAIL ON DRAWING EL8.
- 7

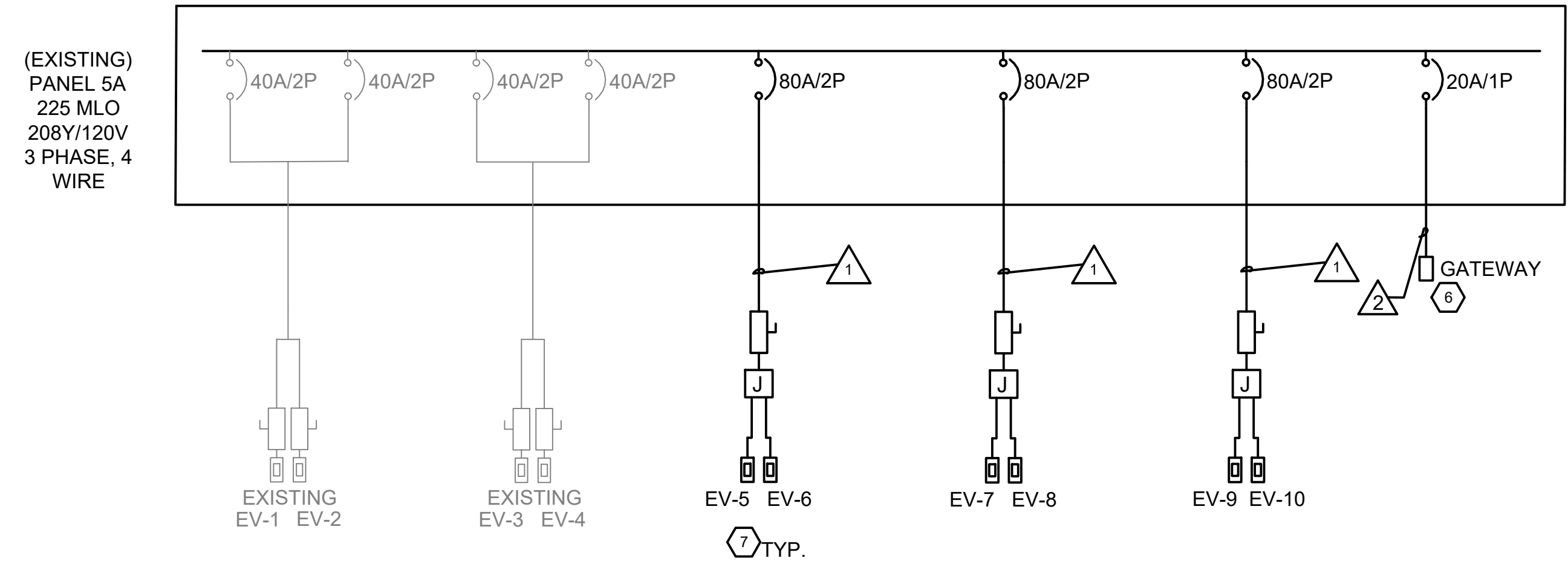
FURNISH AND INSTALL DISCONNECT PER NEC.

WIRE NOTES

- 1

1"C, 4#4, #8G CU
- 2

3/4"C, 2#12, #12G



ONE-LINE DIAGRAM
NOT TO SCALE



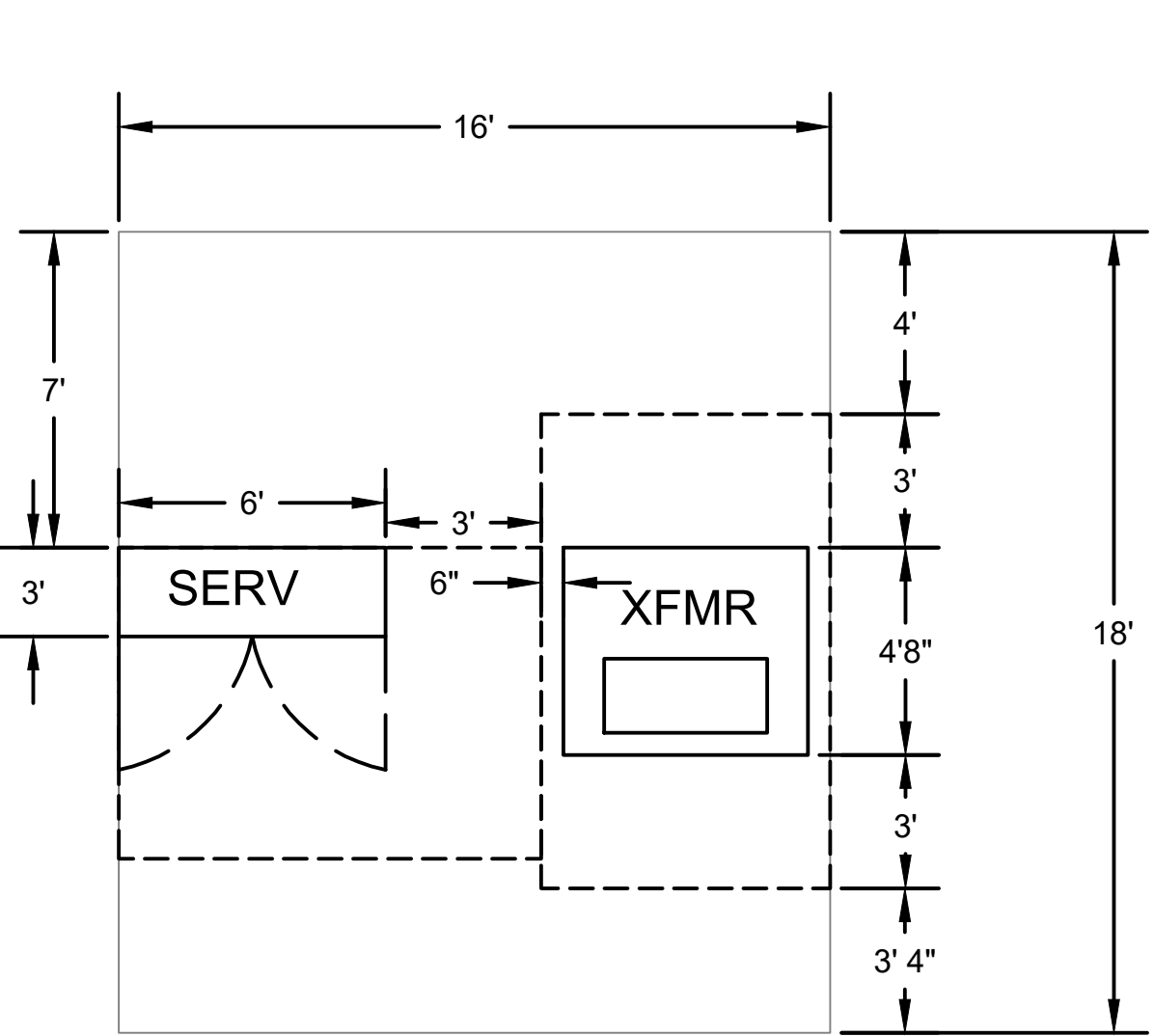
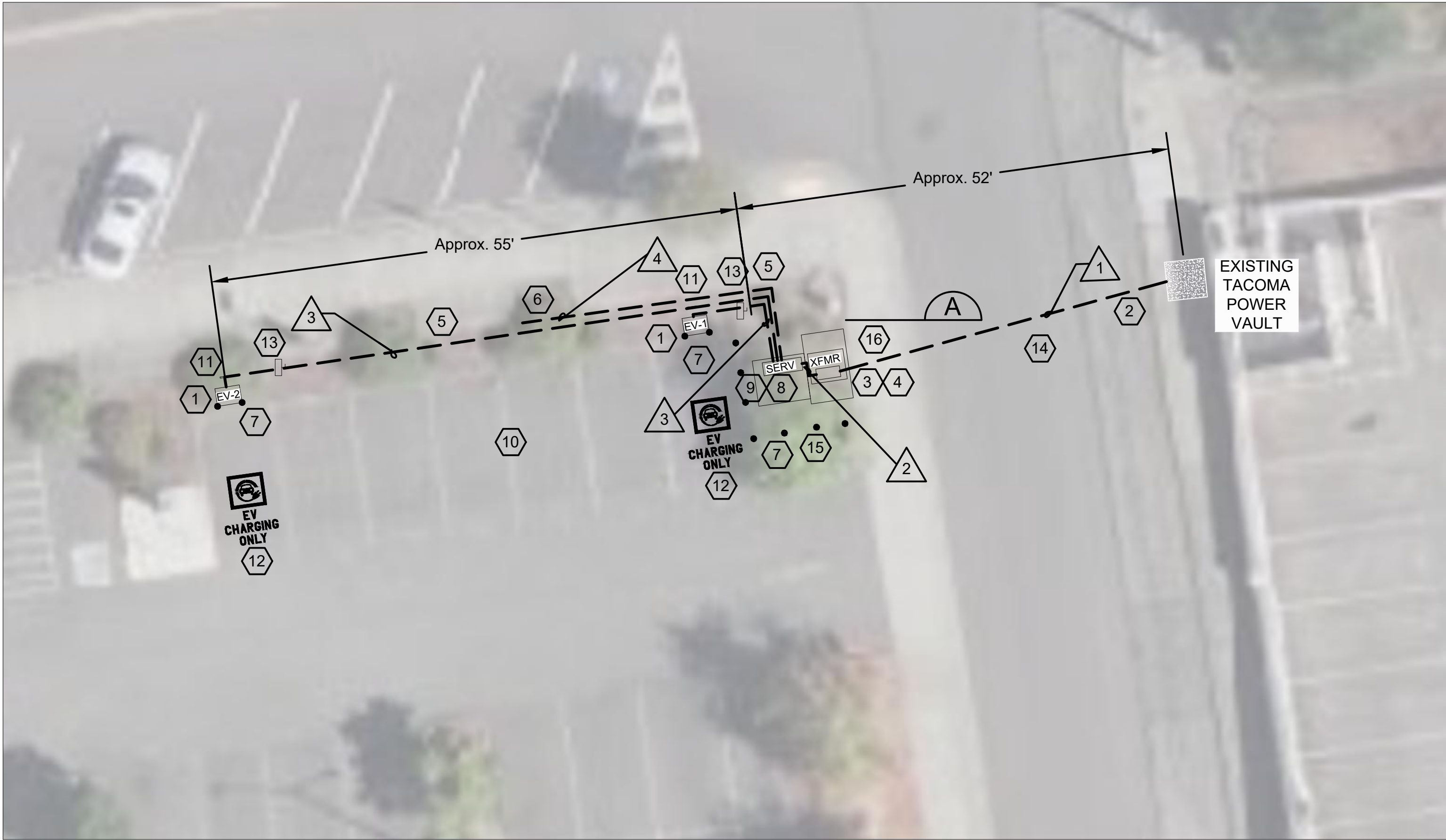
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						BY	DESIGNED NB	CHECKED XZ
						DATE	DRAWN LS	PROJECT NAME
						FIELD BOOKS	DRAWING NAME EL3	



TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
PARK PLAZA GARAGE
923 COMMERCE ST

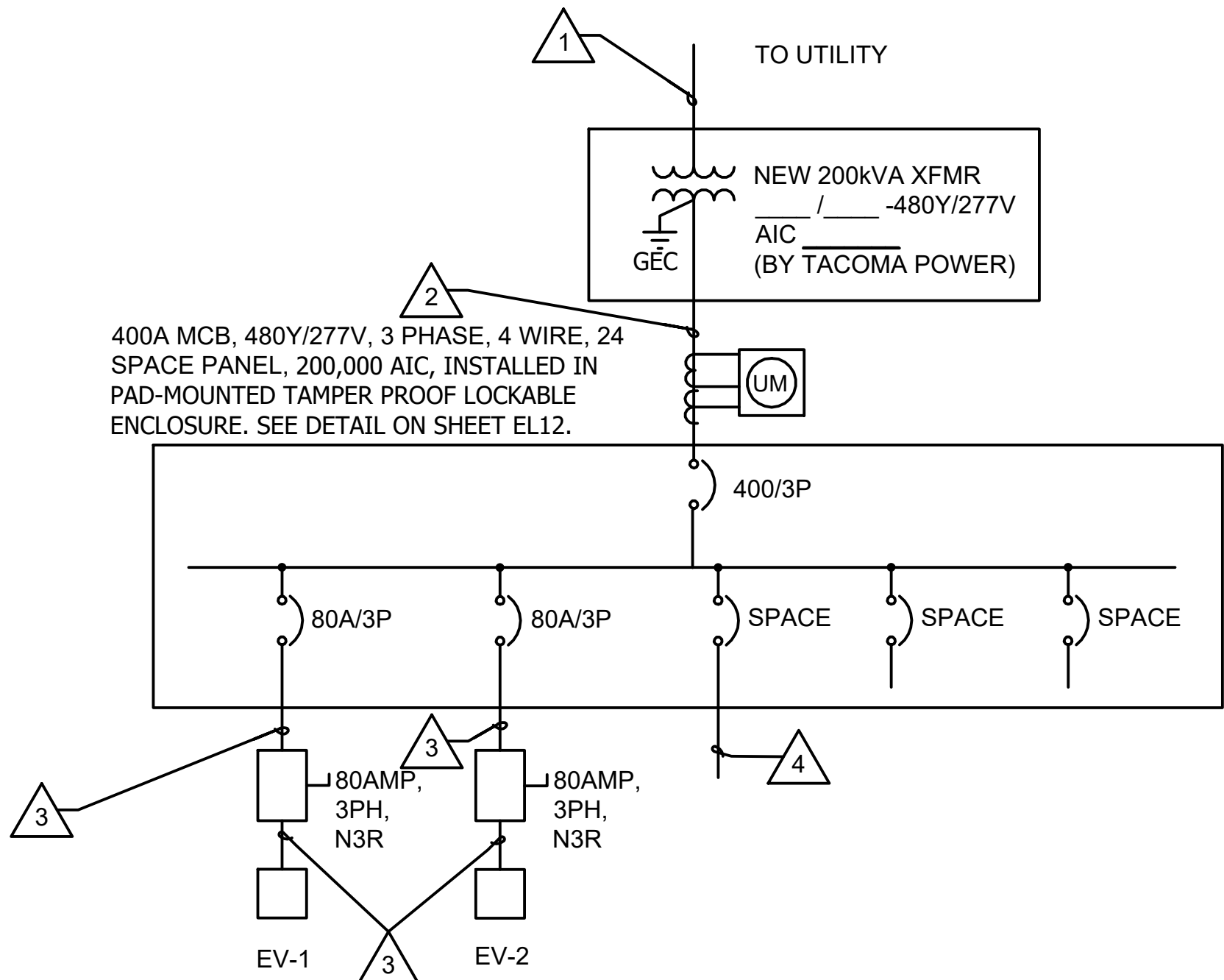
SPEC. NO.		
WBS NO.		
SHEET NO.	4	OF 16
SHEET		



TRANSFORMER AND SERVICE CABINET LAYOUT

DETAIL
NOT TO SCALE

A
EL4



ONE-LINE DIAGRAM
NOT TO SCALE

CONSTRUCTION NOTES

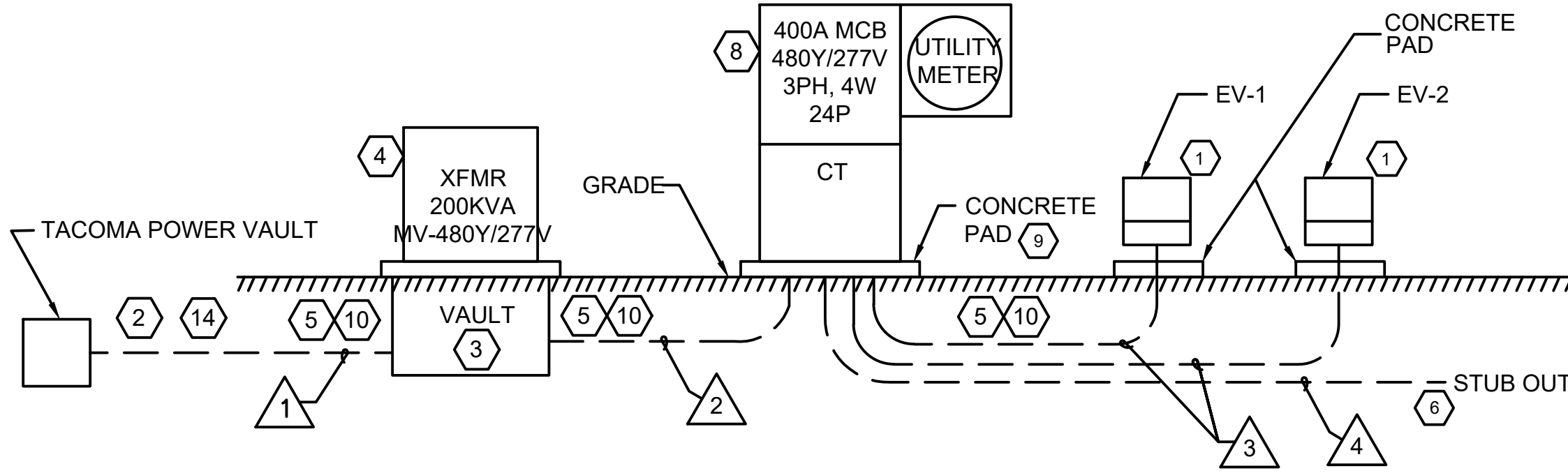
1. INSTALL CONCRETE FOUNDATION AND OWNER FURNISHED SMART DC EV CHARGER PER MANUFACTURER SPECIFICATION AND DETAIL ON DRAWING EL9.
2. EXCAVATE THROUGH SIDEWALK TO EXPOSE WEST SIDE OF TACOMA POWER VAULT. CORE HOLE FOR 3" CONDUIT THROUGH SIDE OF VAULT AND SEAL AND GROUT HOLE AROUND PVC BELL END. COORDINATE ACCESS TO VAULT WITH TACOMA POWER.
3. FURNISH AND INSTALL 5X5X4 XFMR VAULT PER TACOMA POWER STANDARD A-UG-1150, A-UG-1200, AND C-UG-1700. SEE DETAIL A FOR EQUIPMENT LAYOUT.
4. 200 KVA XFMR MV-480Y/277V 3-PH TO BE FURNISHED AND INSTALLED BY TACOMA POWER. XFMR IS SET ON TOP OF VAULT.
5. TRENCH AND BURY CONDUIT 36" DEEP PER TACOMA POWER STANDARD C-UG-1100. INSTALL CONDUIT DIRECTLY BEHIND CURB OR SIDEWALK TO AVOID TREE ROOTS. COORDINATE WITH FIELD INSPECTOR.
6. INSTALL STUBOUT TO BACK OF SIDEWALK, APPROXIMATE LOCATION AS SHOWN. COORDINATE FINAL LOCATION WITH OWNER. UPDATE AS-BUILT DRAWINGS.
7. FURNISH AND INSTALL PROTECTIVE BOLLARDS TO PROTECT XFMR, EV CHARGERS AND SERVICE CABINET PER TACOMA POWER STANDARD C-UG-1400. COORDINATE FINAL LOCATION WITH TPU INSPECTOR.
8. INSTALL OWNER FURNISHED SERVICE-RATED 400A, 480Y/277V, 3 PHASE, 4 WIRE, 24 SPACE SERVICE CABINET WITH 400A MAIN BREAKER, TACOMA POWER METER BASE, AND CURRENT TRANSFORMER. SEE DETAIL ON DRAWING EL12 AND THIS DRAWING FOR BREAKER SCHEDULE. REFERENCE TACOMA POWER STANDARD C-MR-0005 AND C-MR-0020 FOR METERING.
9. FURNISH AND INSTALL CONCRETE BASE AND GROUNDING UNDER SERVICE CABINET PER DETAIL ON DRAWING EL11 AND NEC.
10. PATCH CORES AND RESTORE ALL AREA LANDSCAPING, PAVEMENT, CONCRETE, BACKFILL, CURBING AND GUTTER TO ORIGINAL CONDITION.
11. FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL DRAWING EL10.
12. EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
13. FURNISH AND INSTALL NEMA 3R RATED, 3PH, 80A NONFUSED DISCONNECT SWITCH PER NEC.
14. OPEN CUT ROADWAY PER CITY OF TACOMA STANDARDS. USE SCHEDULE 80 PVC UNDER ROADWAY. BACKFILL TRENCH USING WSDOT APPROVED CDF.
15. COORDINATE VEGETATION REMOVAL AND REMEDIATION WITH FIELD INSPECTOR TO ACCOMMODATE NEW EQUIPMENT. REMOVE ALL ABOVE AND BELOW GROUND PORTIONS OF BOHEMIAN KNOTWEED PATCH AND DISPOSE OFFSITE VEGETATION REMOVED WITHOUT LEAVING FRAGMENTS. WITHIN THE PARKING LOT, PLANT A SAME OR SIMILAR TREE FOR EACH TREE REMOVED AND REPLACE IMPACTED BUSHES OR SHRUBS WITH SAME OR SIMILAR SPECIES AND SIZE. REFER TO TACOMA MUNICIPAL CODE 13.06.090.B FOR LANDSCAPING STANDARDS.
16. TRENCH WITHIN THE SIDEWALK CONCRETE PANEL IMMEDIATE NORTH OR SOUTH OF EXISTING VAULT. AVOID CURB RAMPS AND CURB RADIUS OF SIDEWALK.

WIRE NOTES

1. (2) 3"PVC, CONDUCTORS PER TACOMA POWER
2. (1) 4"PVC, 4-500MCM, #2/0G; (1) 4" SPARE
3. (1) 1.5"PVC, 4#4, #8G CU
4. (2) 2" PVC CONDUIT STUB OUT

GENERAL NOTES

1. SOILS AT THIS LOCATION MAY BE CONTAMINATED. EXCAVATE, REMOVE AND DISPOSE OF CONTAMINATED SOIL PER RCRA SUBTITLE C OR D. THE EXCAVATED AREA SHALL BE REPLACED WITH CLEAN BACKFILL.



ELEVATION VIEW
NOT TO SCALE



NO	REVISION	DATE	APPD

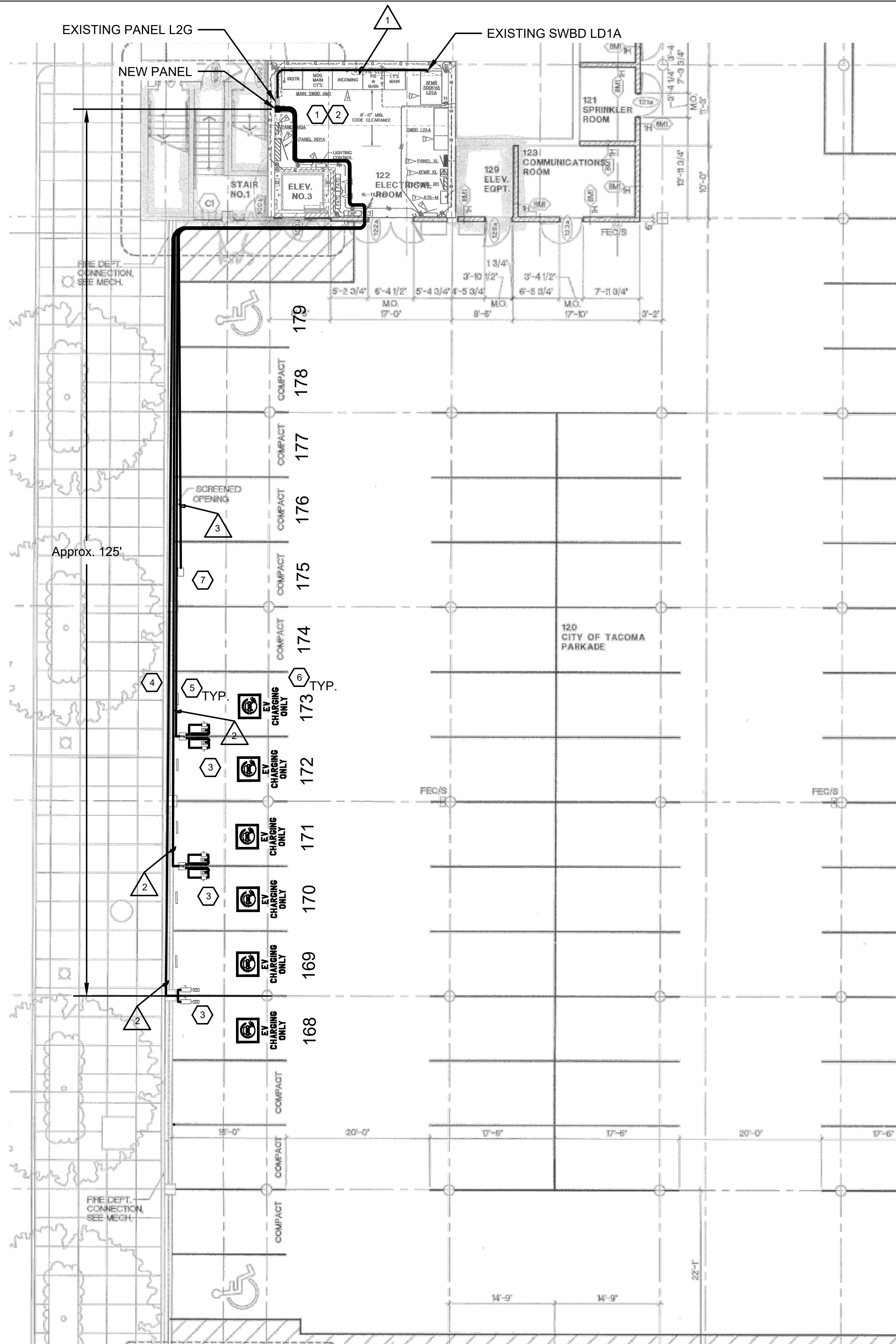
FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
BY	DESIGNED NB	CHECKED XZ
DATE	DRAWN LS	PROJECT NAME
FIELD BOOKS	DRAWING NAME EL4	



TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
14TH ST LOT
1401 PACIFIC AVENUE

SPEC. NO.
WBS NO.
SHEET NO. 5 OF 16

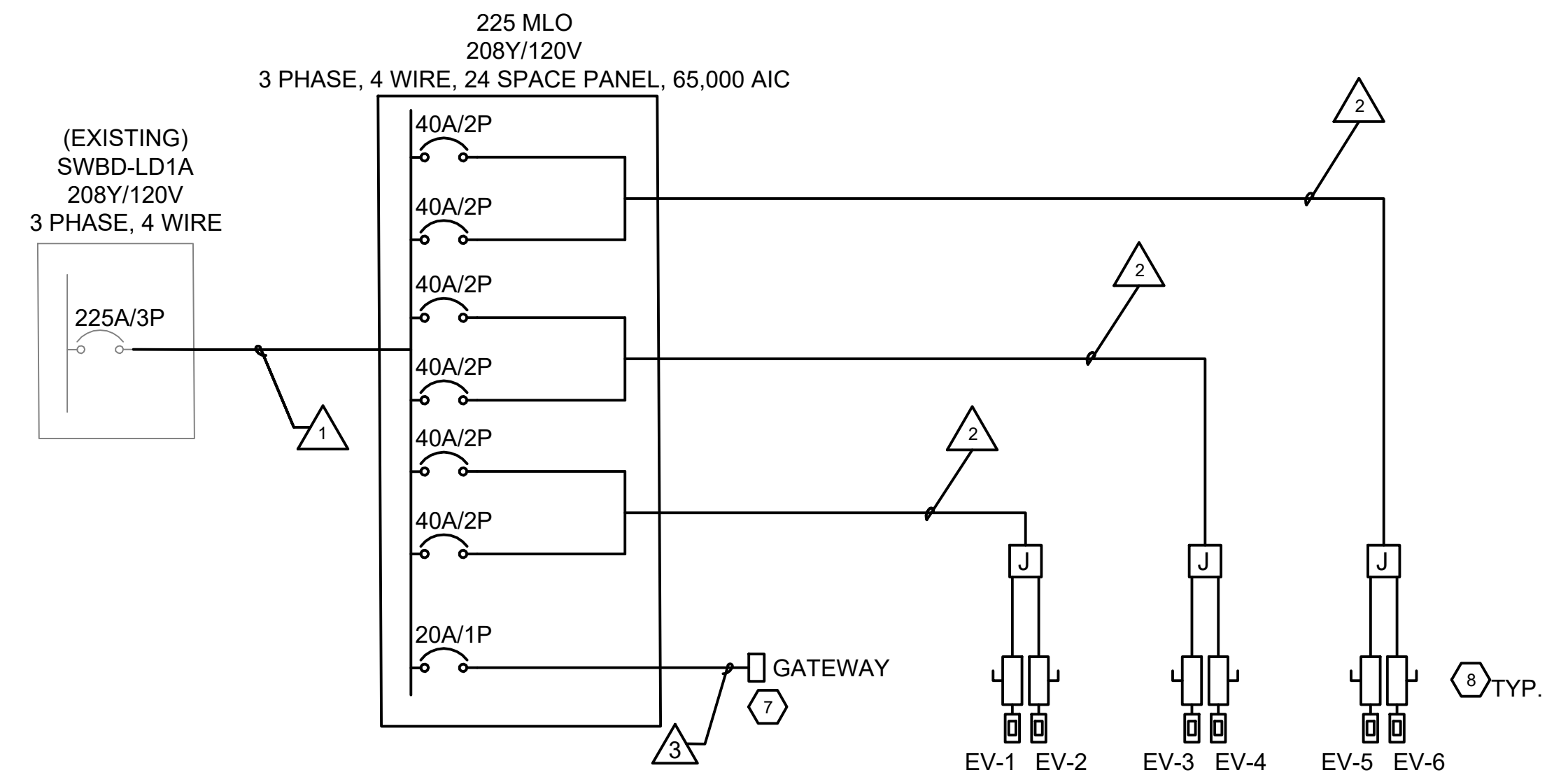


CONSTRUCTION NOTES

- 1 FURNISH AND INSTALL A NEW PANEL RATED 225A, MLO, 208Y/120V. PLACE IN VICINITY OF EXISTING PANEL L2G. SEE ONE LINE DIAGRAM FOR BREAKER SCHEDULE.
- 2 FEED NEW PANEL FROM 225A SPARE BREAKER IN SWITCHBOARD LD1A AS SHOWN.
- 3 INSTALL (6) SIX OWNER FURNISHED WALL-MOUNTED LEVEL-2 CHARGERS ON THE GROUND FLOOR ALONG GARAGE WALL ADJACENT TO DOCK STREET IN PARKING STALLS 168 TO 173 AS SHOWN PER DETAIL ON DRAWING EL8.
- 4 FURNISH AND INSTALL CONDUIT EXPOSED OVERHEAD IN GARAGE FROM MAIN ELECTRICAL ROOM TO EV CHARGERS.
- 5 FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- 6 EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
- 7 FURNISH AND INSTALL 12X12X4 NM NEMA 4 JUNCTION BOX FOR COMMUNICATION GATEWAY. LOCATE WITHIN 160' OF ALL CHARGING UNITS WHERE CELL SIGNAL IS STRONGEST. SEE DETAIL ON DRAWING EL8.
- 8 FURNISH AND INSTALL DISCONNECT FOR EACH CHARGER PER NEC.

WIRE NOTES

- 1 2"C, 4-#4/0, #2G CU
- 2 1.25"C, 4#4, #8G CU
- 3 3/4"C, 2#12, #12G



ONE-LINE DIAGRAM
NOT TO SCALE

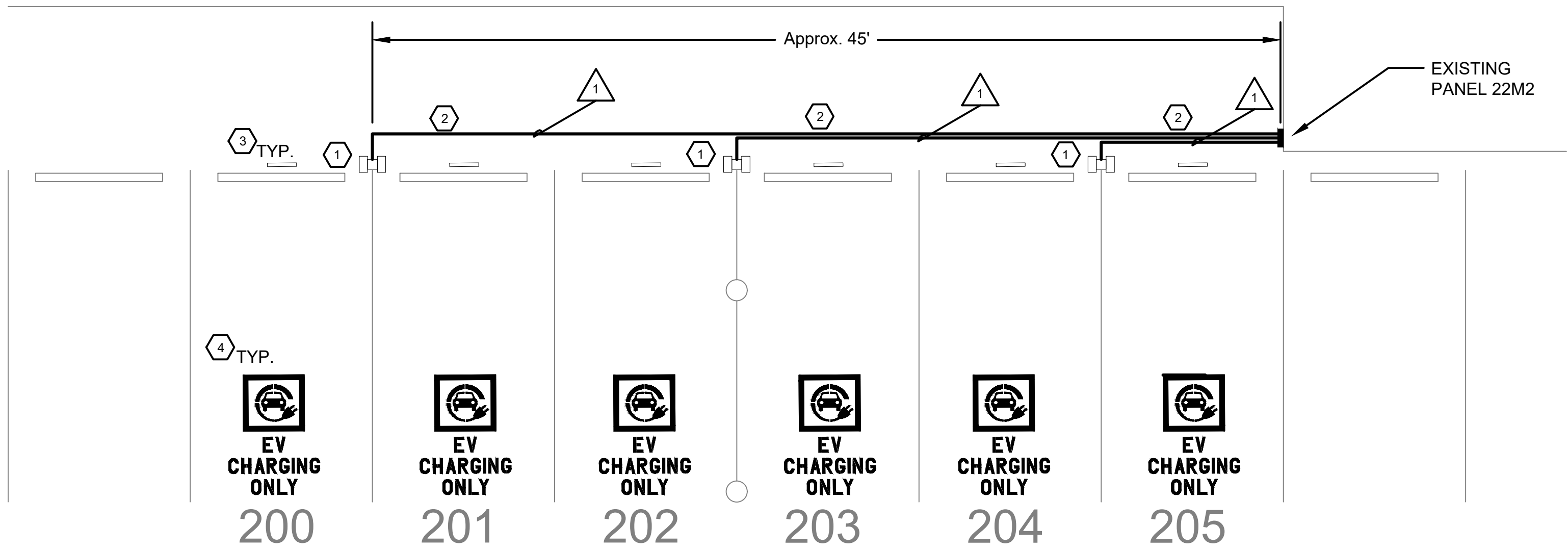


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				BY	DESIGNED NB	CHECKED XZ	
				DATE	DRAWN LS	PROJECT NAME	
				FIELD BOOKS	DRAWING NAME EL5		

TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
MUSEUM OF GLASS GARAGE
1801 DOCK ST

SPEC. NO.	
WBS NO.	
SHEET NO.	6
SHEET	OF 16

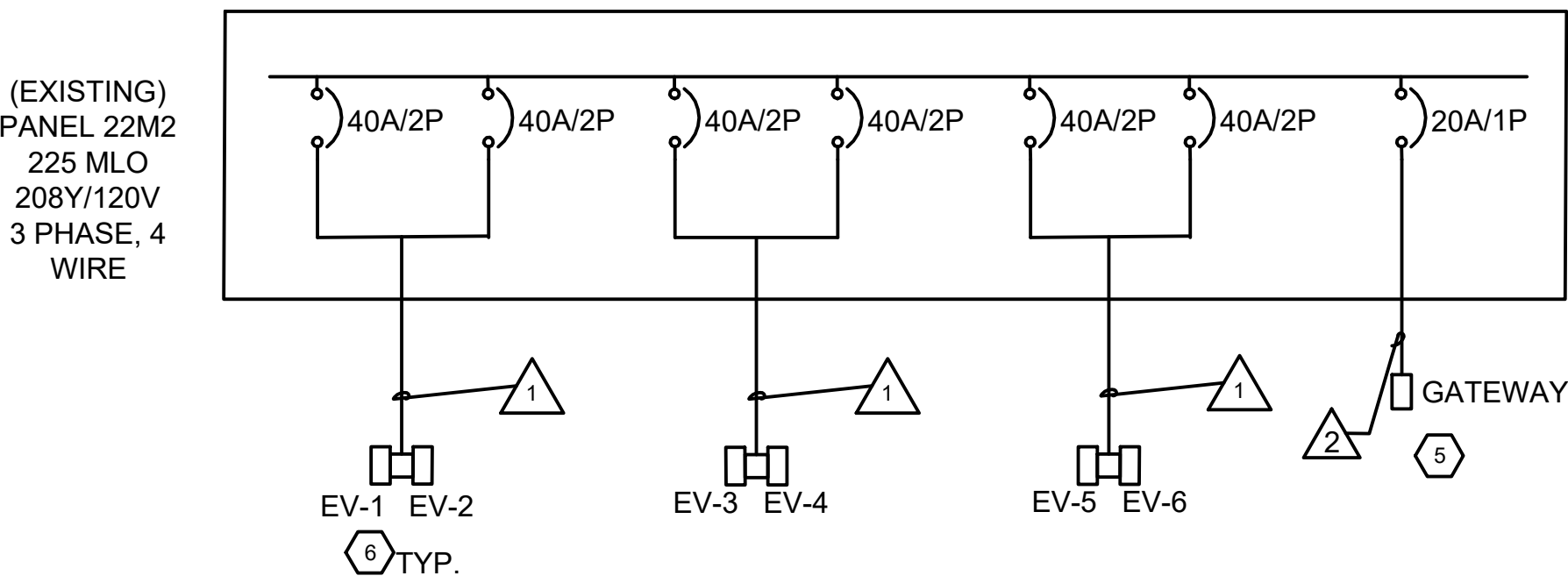


CONSTRUCTION NOTES

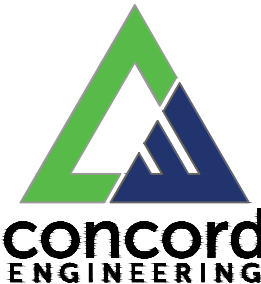
- 1 INSTALL (6) OWNER FURNISHED PEDESTAL-MOUNTED LEVEL-2 CHARGERS AS SHOWN PER DETAIL ON DRAWING EL13.
- 2 FURNISH AND INSTALL CONDUIT EXPOSED OVERHEAD IN GARAGE FROM PANEL 22M2 TO EV CHARGERS.
- 3 FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- 4 EV CHARGING PAVEMENT MARKINGS PER DETAIL ON DRAWING EL10 WILL BE PERFORMED BY OTHERS.
- 5 FURNISH AND INSTALL 12X12X4 NM NEMA 4 JUNCTION BOX FOR COMMUNICATION GATEWAY. LOCATE WITHIN 160' OF ALL CHARGING UNITS WHERE CELL SIGNAL IS STRONGEST. SEE DETAIL ON DRAWING EL8.
- 6 DISCONNECT MEANS FOR EACH CHARGER IS TO BE FURNISHED BY THE OWNER, INSTALLED IN PEDESTAL. SEE DETAIL ON DRAWING EL13.

WIRE NOTES

- 1 1.25\"C, 4#8, #8G CU
- 2 3/4\"C, 2#12, #12G



ONE-LINE DIAGRAM
NOT TO SCALE

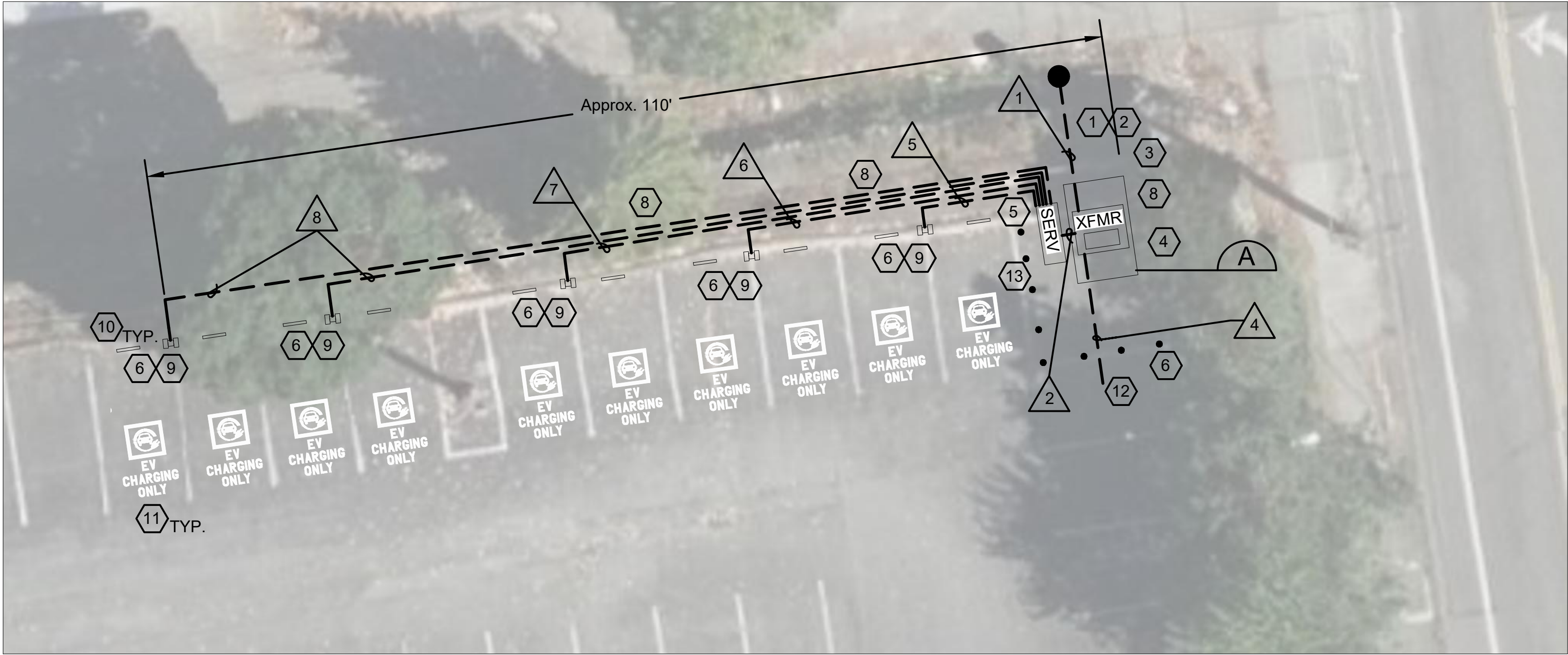


NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
BY	DESIGNED NB	CHECKED XZ
DATE	DRAWN LS	PROJECT NAME
FIELD BOOKS	DRAWING NAME EL6	



TACOMA PUBLIC UTILITIES	SPEC. NO.
DOWNTOWN TACOMA EVSE CONVENTION CENTER GARAGE 1500 COMMERCE ST	WBS NO.
	SHEET NO.
	7 OF 16

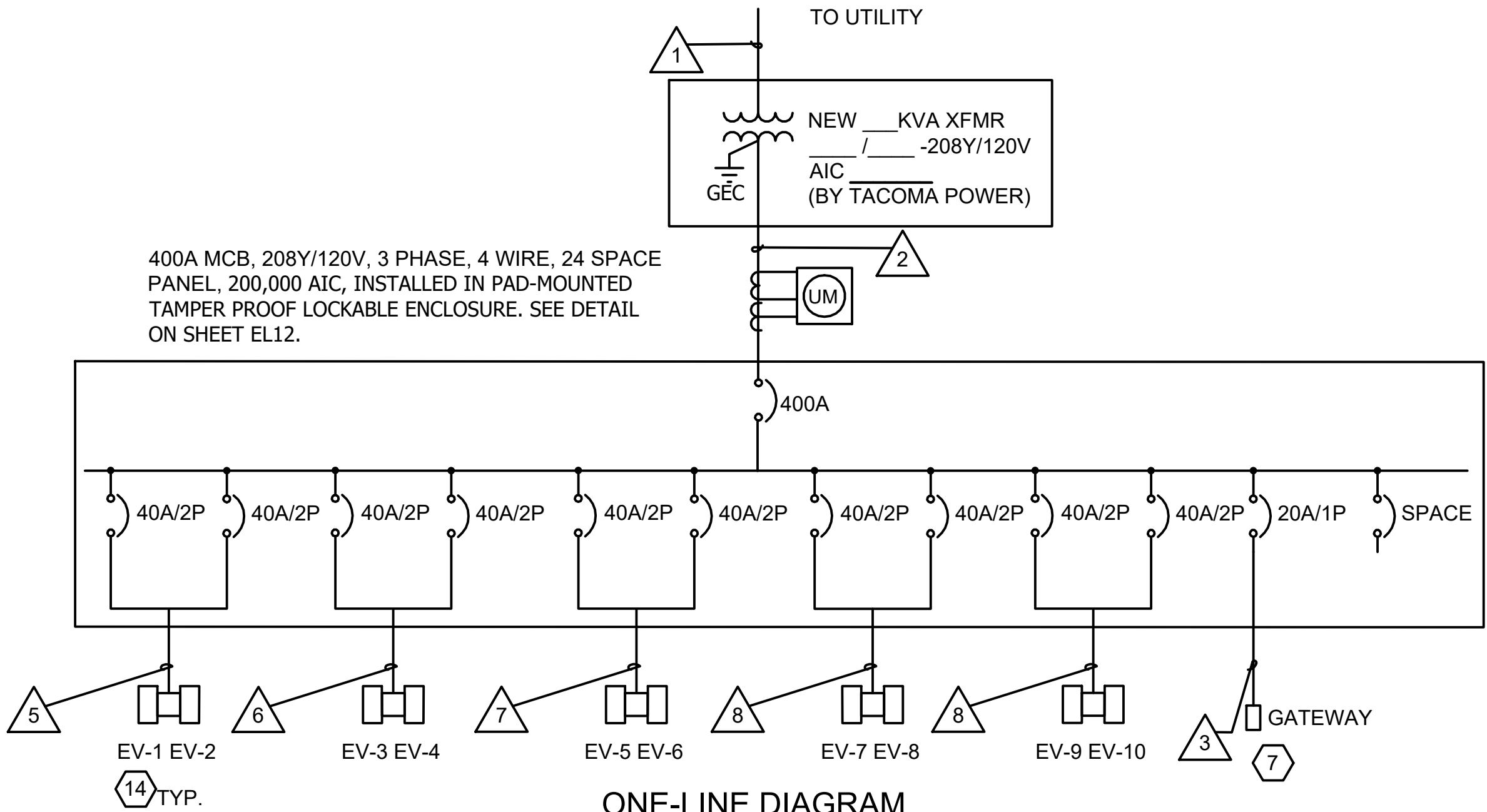


CONSTRUCTION NOTES

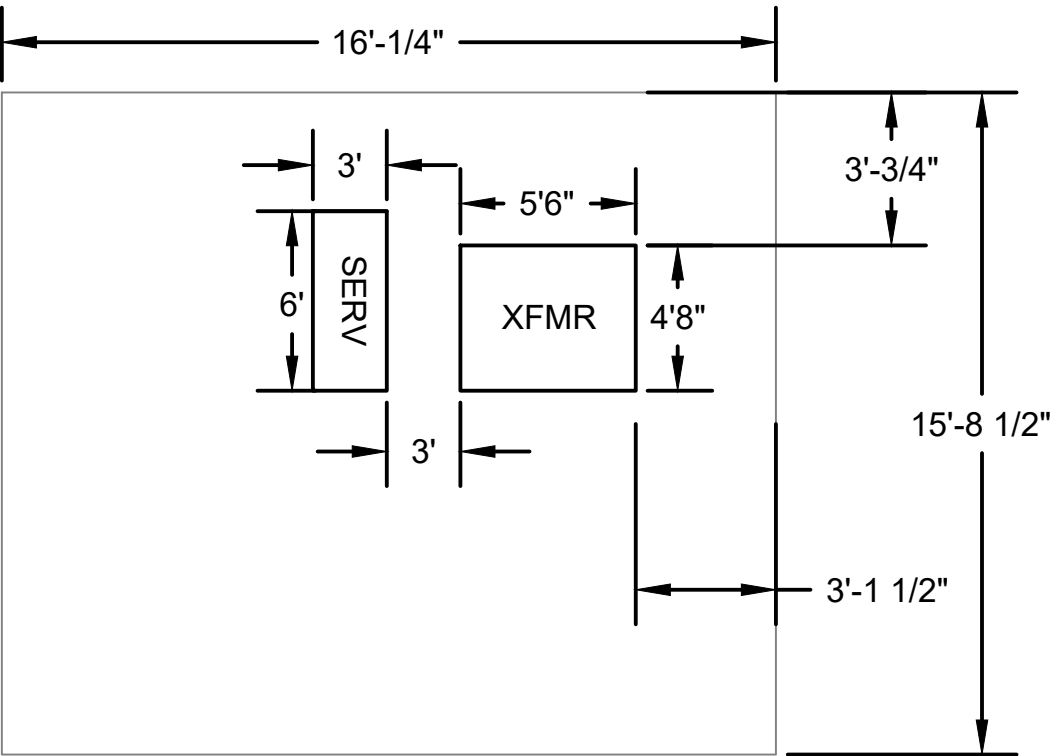
- 1 TACOMA POWER TO FURNISH AND INSTALL POLES, MV-208Y/120V XFMR AND 3 PHASE AERIAL SERVICE CONDUCTORS TO THE NEW POLE.
- 2 FURNISH AND INSTALL TACOMA POWER RISER ON POLE PLACED ABOVE/BEHIND ROCK WALL PER TACOMA POWER STANDARD C-UG-1200. INSTALL UNDERGROUND CONDUIT TO XFMR VAULT.
- 3 COORDINATE FINAL INSTALLATION LOCATION WITH TACOMA POWER.
- 4 FURNISH AND INSTALL 5X5X4 XFMR VAULT PER TACOMA POWER STANDARD A-UG-1150, A-UG-1200, AND C-UG-1700. SEE DETAIL A FOR EQUIPMENT LAYOUT.
- 5 INSTALL OWNER FURNISHED SERVICE-RATED 400A, 208Y/120V, 3 PHASE, 24 SPACE SERVICE PANEL WITH 400A MAIN BREAKER, TACOMA POWER METER BASE, AND CURRENT TRANSFORMER. SEE DETAIL ON DRAWING EL13 AND THIS DRAWING FOR BREAKER SCHEDULE. REFERENCE TACOMA POWER STANDARD C-MR-0005 AND C-MR-0020 FOR METERING.
- 6 INSTALL PROTECTIVE BOLLARDS TO PROTECT XFMR, EV CHARGERS AND SERVICE CABINET PER TACOMA POWER STANDARD C-UG-1400. COORDINATE FINAL LOCATION WITH TPU INSPECTOR.
- 7 FURNISH AND INSTALL 12X12X4 NM NEMA 4 JUNCTION BOX FOR COMMUNICATION GATEWAY. LOCATE WITHIN 160' OF ALL CHARGERS WHERE CELL SIGNAL IS STRONGEST. SEE DETAIL ON DRAWING EL8.
- 8 RESTORE ALL AREAS TO ORIGINAL CONDITION TO INCLUDE, BUT NOT LIMITED TO LANDSCAPING, PAVEMENT, CONCRETE, BACKFILL, CURBING AND GUTTER.
- 9 INSTALL (10) TEN OWNER FURNISHED PEDESTAL-MOUNTED LEVEL 2 CHARGERS PER DETAIL ON DRAWING EL13, WITH EACH PEDESTAL POSITIONED IN FRONT AND BETWEEN TWO PARKING STALLS.
- 10 FURNISH AND INSTALL EV CHARGING SIGNS PER DETAIL ON DRAWING EL10.
- 11 EV CHARGING PAVEMENT MARKING PER DETAIL ON DRAWING EL10 BY OTHERS.
- 12 INSTALL STUBOUT SOUTH OF XFMR, APPROXIMATE LOCATION AS SHOWN. COORDINATE FINAL LOCATION WITH OWNER. INCORPORATE IN AS-BUILT DRAWINGS.
- 13 FURNISH AND INSTALL CONCRETE BASE AND GROUNDING UNDER SERVICE CABINET PER DETAIL ON DRAWING EL11 AND NEC.
- 14 DISCONNECT MEANS FOR EACH CHARGER IS TO BE FURNISHED BY THE OWNER, INSTALLED IN BASE OF PEDESTAL. SEE DETAIL ON DRAWING EL13.

WIRE NOTES

- 1 PER TACOMA POWER
- 2 (2) 4"PVC, 4-500 MCM, #2/0G
- 3 3/4"C, 2#12, #12G
- 4 (2) 2" PVC CONDUIT STUB OUT
- 5 1.25"PVC, 4#4, #8G CU
- 6 1.5"PVC, 4#2, #8G CU
- 7 2"PVC, 4-#1/0, #6G CU
- 8 2"PVC, 4-#3/0, #4G CU

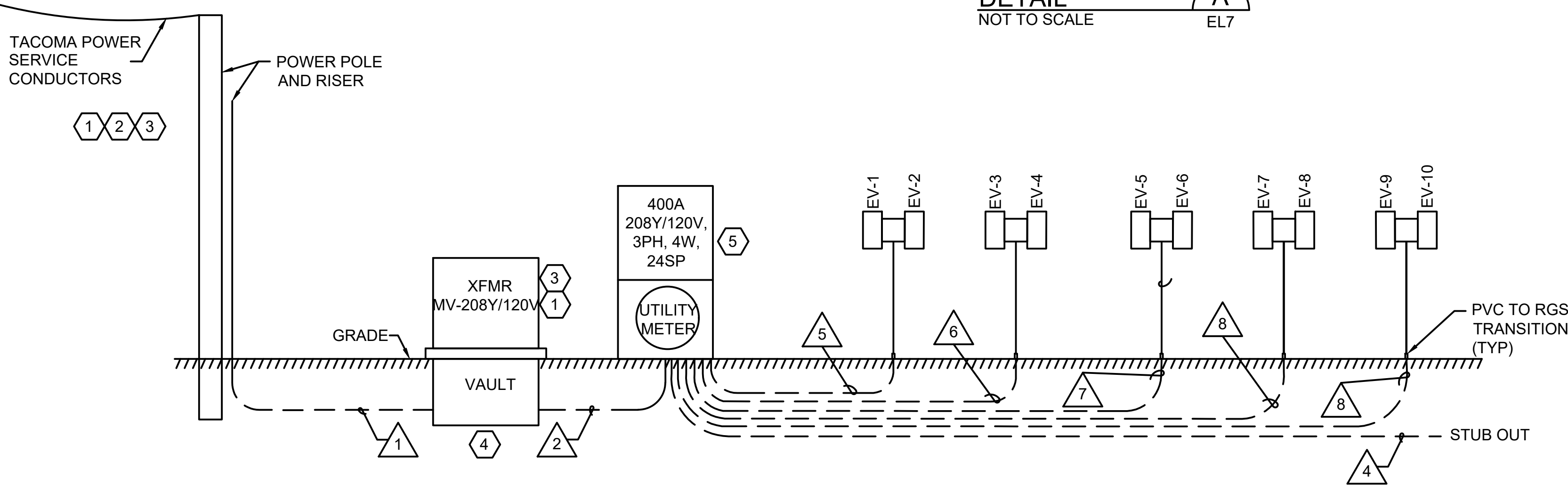


ONE-LINE DIAGRAM
NOT TO SCALE



TRANSFORMER AND SERVICE CABINET LAYOUT

DETAIL
NOT TO SCALE
A
EL7



ELEVATION VIEW
NOT TO SCALE

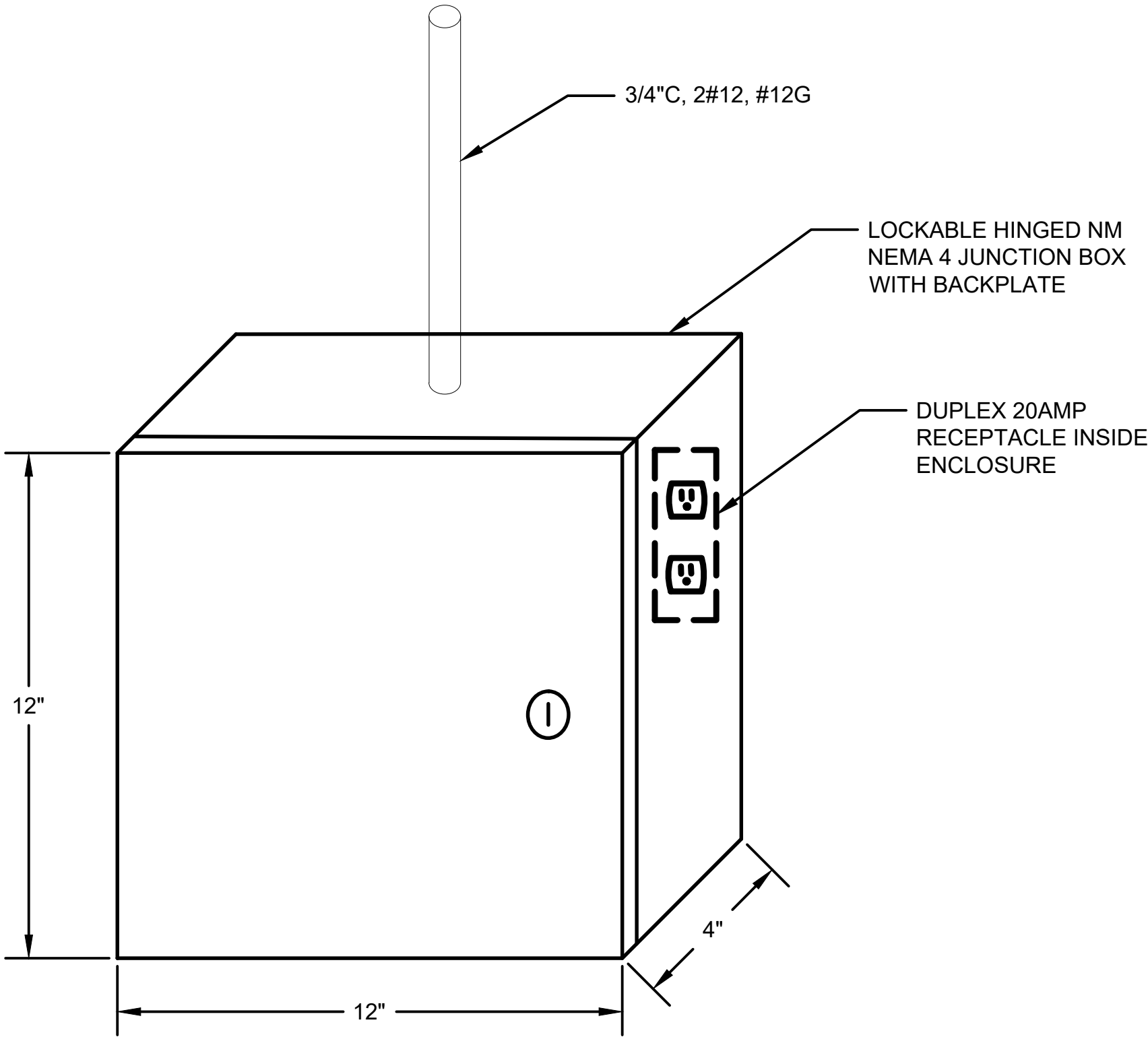


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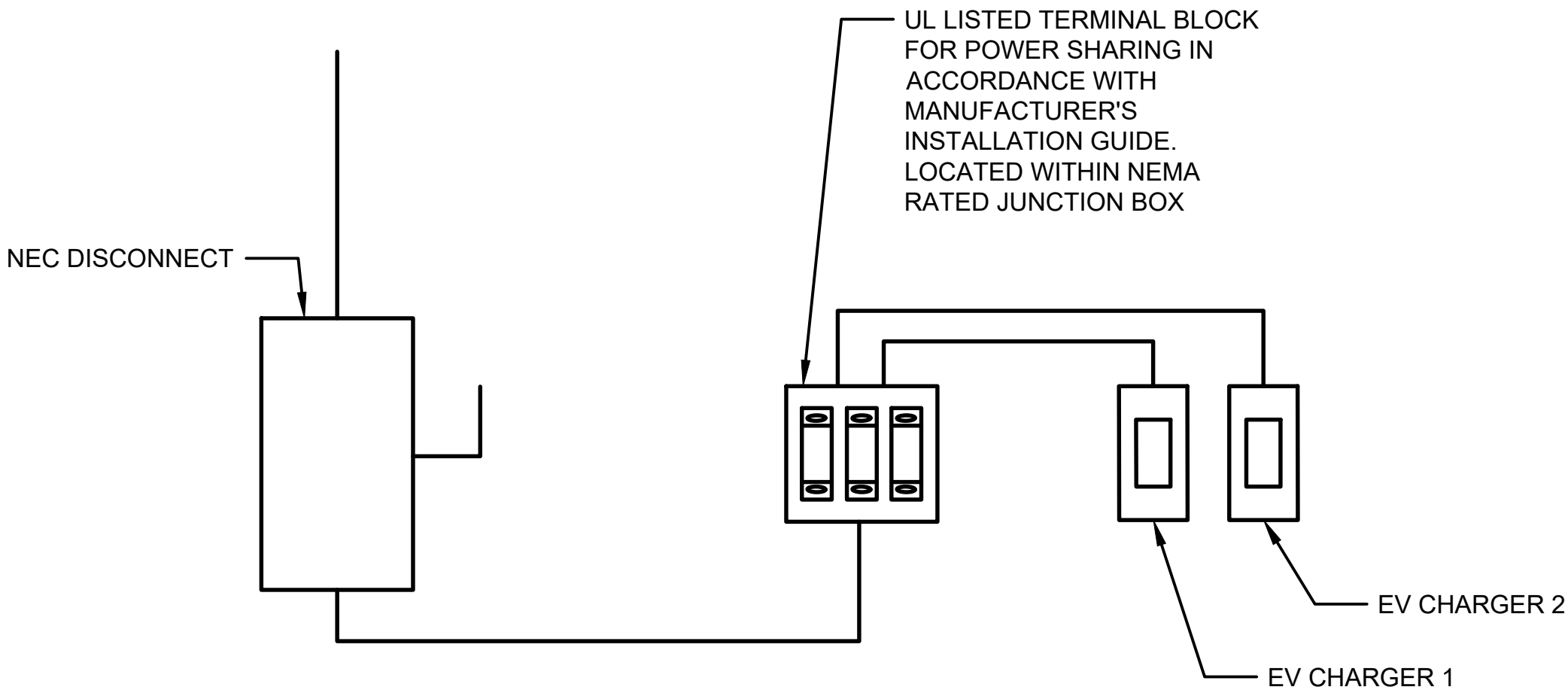
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DATE LS	PROJECT NAME	
FIELD BOOKS	DRAWING NAME EL7	



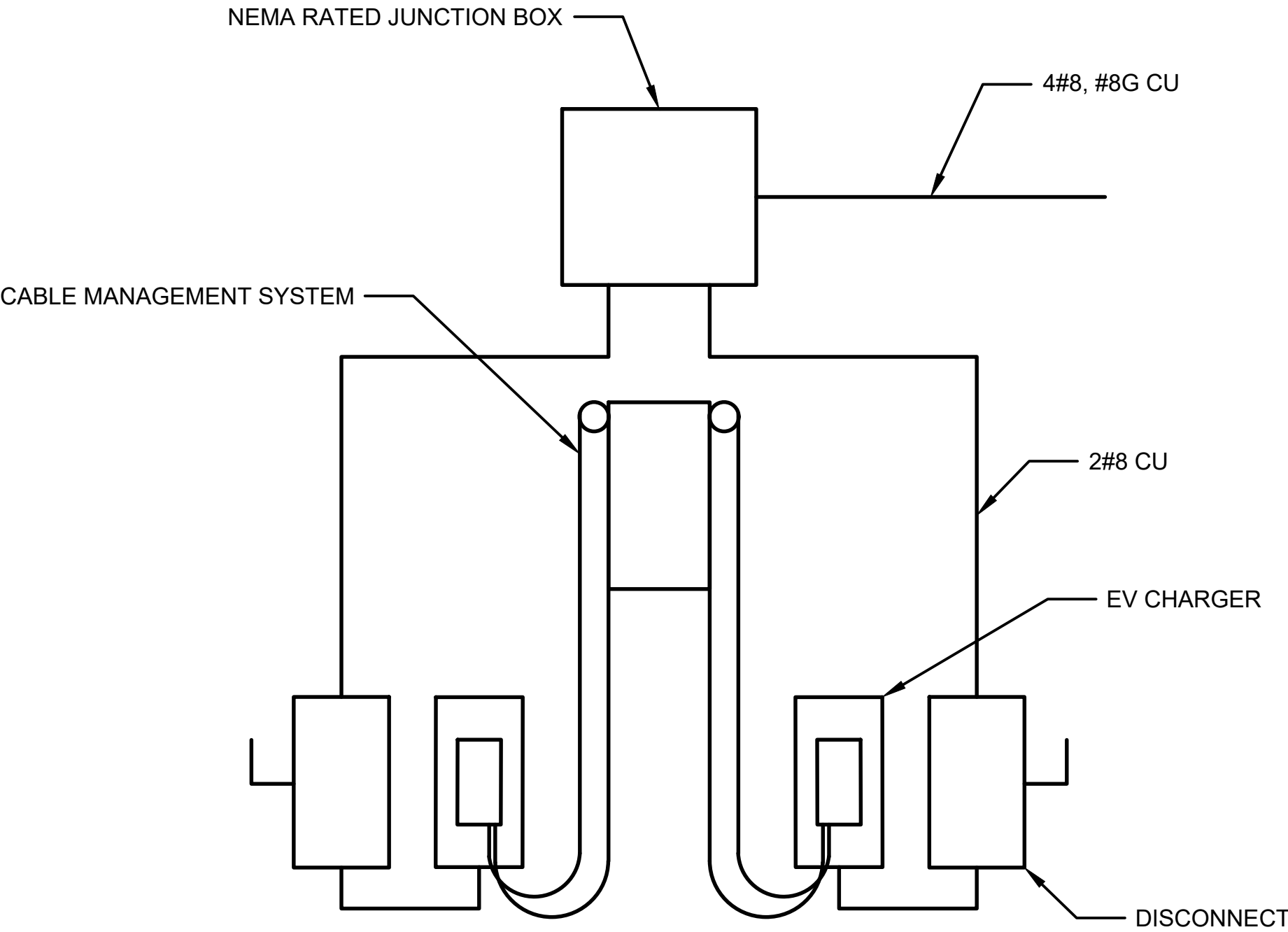
TACOMA PUBLIC UTILITIES	SPEC. NO.
DOWNTOWN TACOMA EVSE TACOMA DOME, LOT A 2727 EAST D STREET	WBS NO.
	SHEET NO. 8 OF 16



COMMUNICATION GATEWAY ENCLOSURE
NOT TO SCALE



PARK PLAZA GARAGE POWER SHARING DIAGRAM
NOT TO SCALE



WALL MOUNT SCHEMATIC
NOT TO SCALE



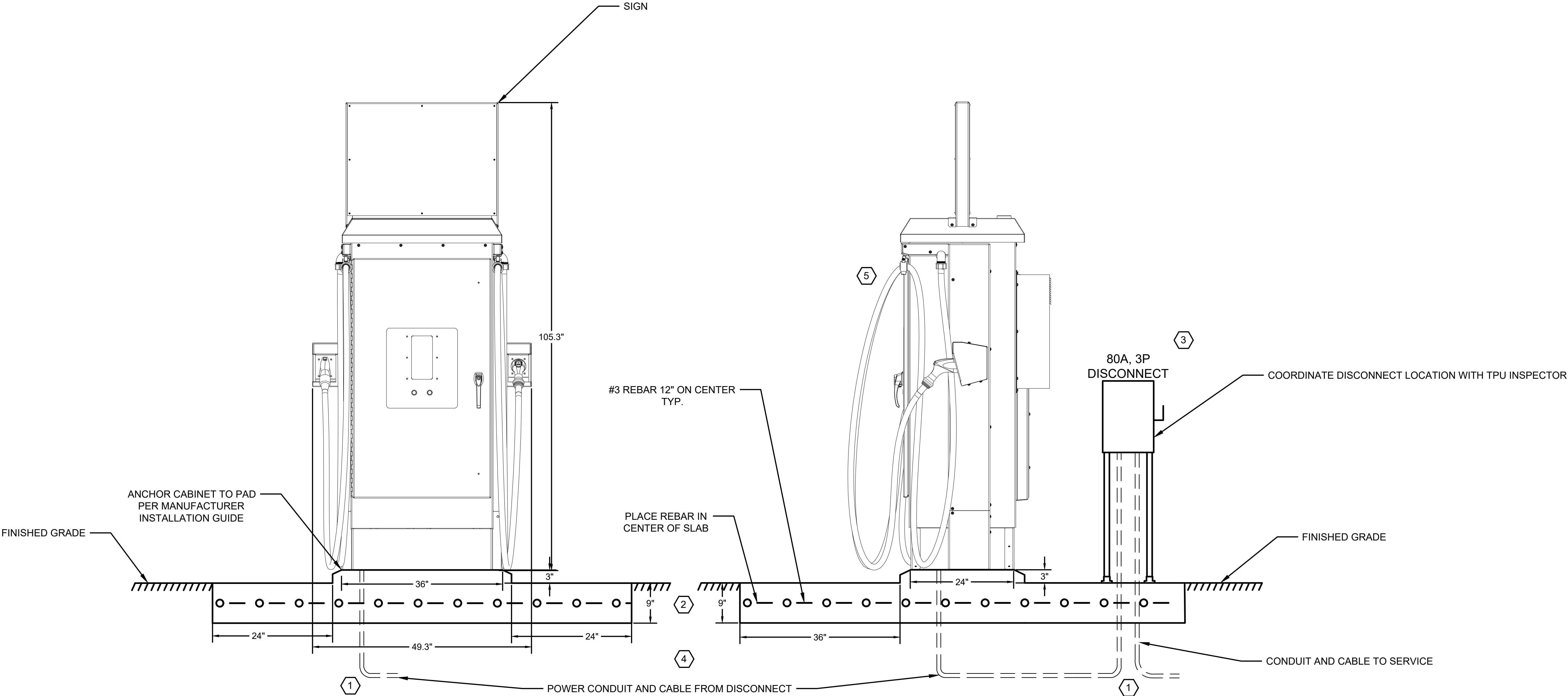
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				BY	DESIGNED NB	CHECKED XZ
				DATE	DRAWN LS	PROJECT NAME
				FIELD BOOKS	DRAWING NAME EL8	



TACOMA PUBLIC UTILITIES		SPEC. NO.
DOWNTOWN TACOMA EVSE WALL/PEDESTAL MOUNTED EV CHARGER DETAILS		WBS NO.
SHEET NO. 9	OF 16	

CONSTRUCTION NOTES

- 1
- INSTALL CHARGER, POWER CONNECTIONS AND GROUND IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTALLATION GUIDE.
- 2
- CONSTRUCT CONCRETE FOUNDATION PER WSDOT STANDARD J-10.10-04 AND AS SHOWN.
- 3
- DISCONNECT TO BE LOCKABLE IN BOTH THE OPEN AND CLOSED POSITION.
- 4
- SEE ONE-LINE AND ELEVATIONS DRAWINGS FOR CONDUIT AND CABLING INFORMATION.
- 5
- CABLE MANAGEMENT SYSTEM ATTACHED TO SIDE OF CHARGER.



NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS	
				BY	DESIGNED NB	CHECKED XZ	
				DATE	DRAWN LS	PROJECT NAME	
				FIELD BOOKS	DRAWING NAME EL9		

TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
SMART DC CHARGER AND DISCONNECT DETAILS

SPEC. NO.	
WBS NO.	
SHEET NO.	10
SHEET	OF 16

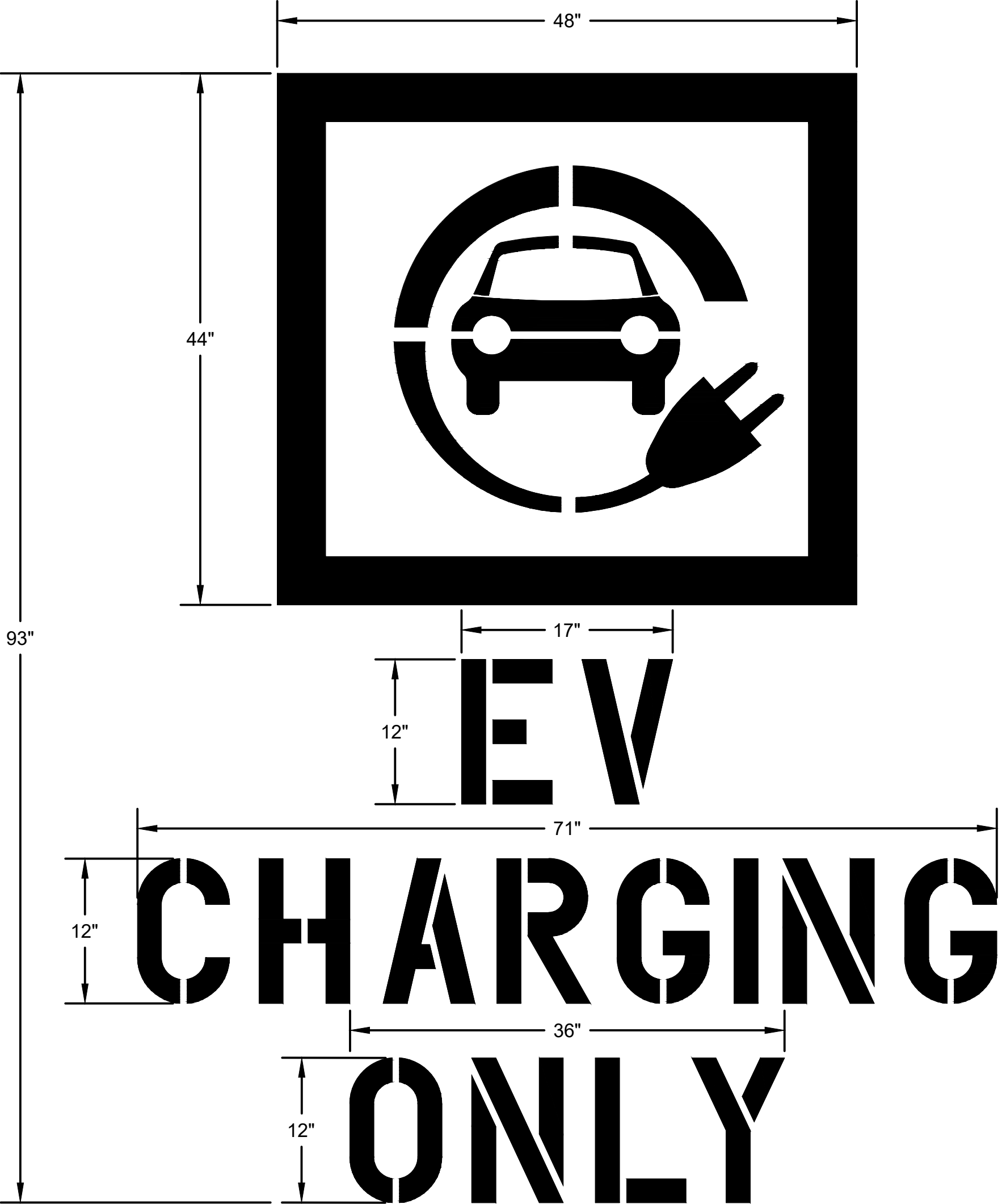
NOTES
THE FOLLOWING INSTRUCTIONS ARE FOR REFERENCE ONLY. PAVEMENT MARKING WILL BE PERFORMED BY OTHERS.

PROVIDE 4.5" SPACING BETWEEN STENCILS.

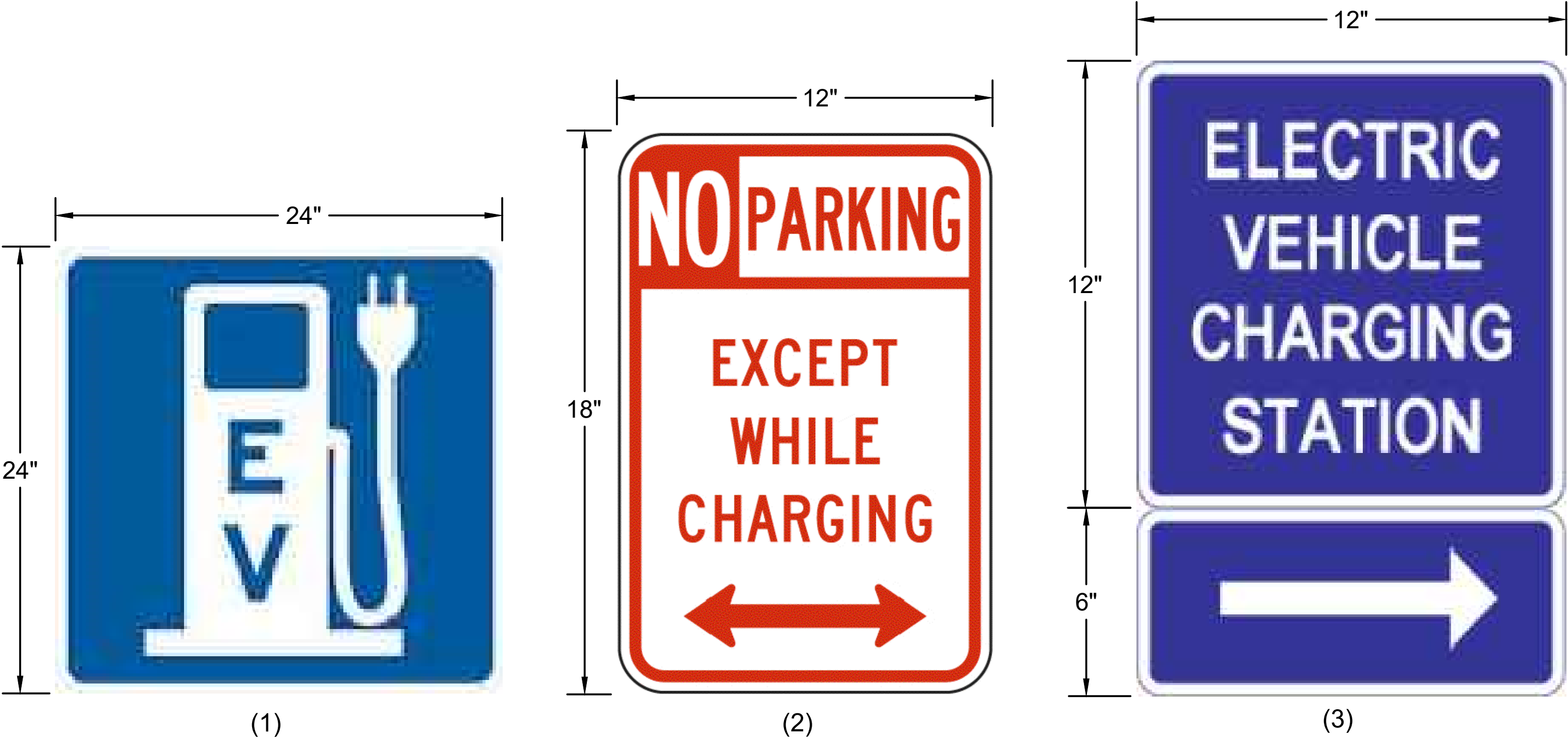
LOCATION: CENTER AT FOOT OF PARKING STALL

FONT: STANDARD GOTHIC

COLOR: GREEN ON EXISTING SURFACE (NO FILL INSIDE STENCIL)



EVSE PAVEMENT MARKING
SCALE: NOT TO SCALE



NOTES
FURNISH AND INSTALL SIGNING. COORDINATE WITH FIELD INSPECTOR AND TACOMA POWER SIGNING DEPARTMENT.


SIGNS (1) AND (2) ARE TO BE PLACED TO IDENTIFY EV CHARGING PARKING SPACE.

SIGN (3) IS TO BE PLACED TO SHOW THE DIRECTION OF CHARGING STATION(S).

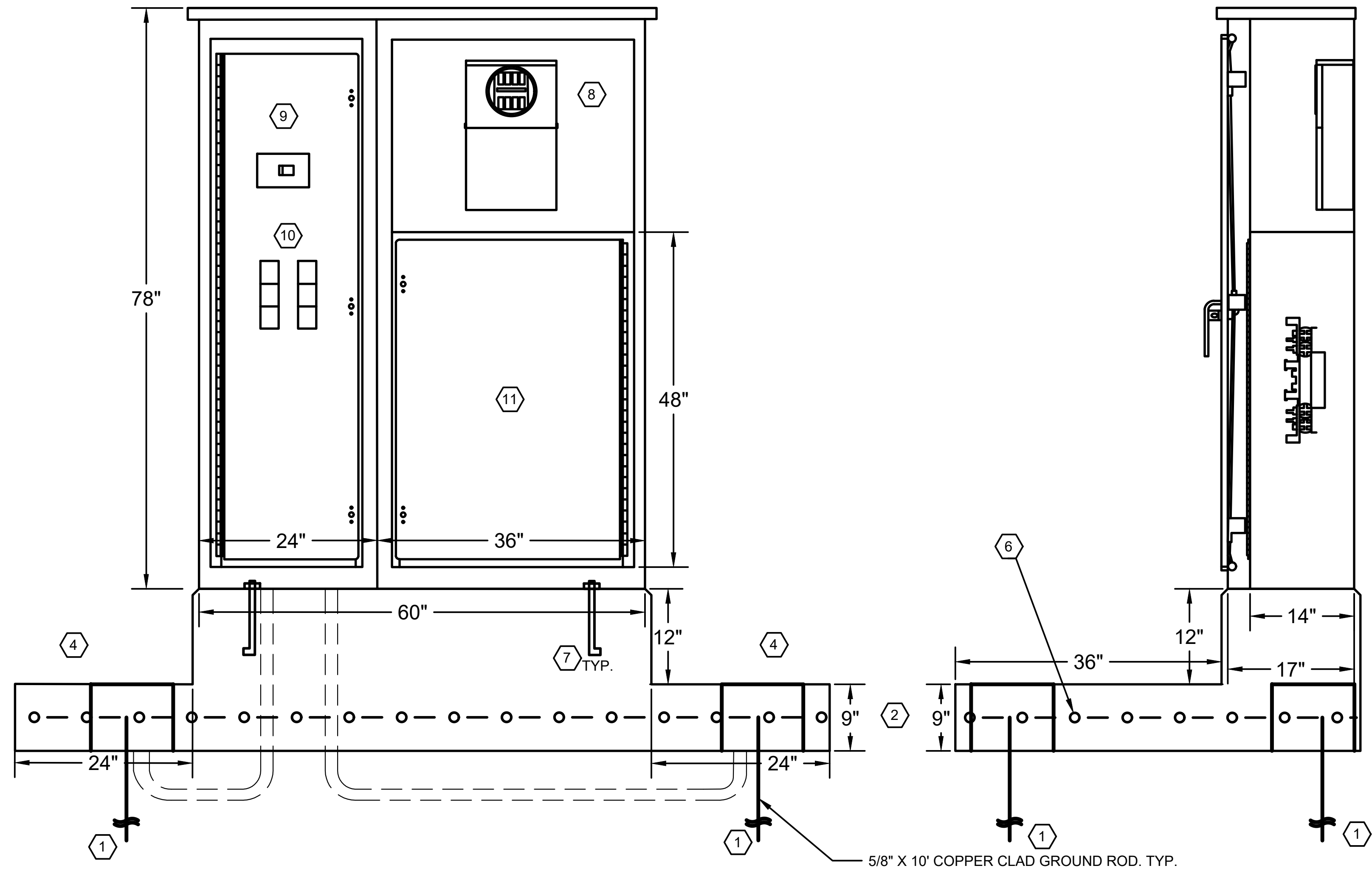
FURNISH AND INSTALL SIGNING ADJACENT TO EACH PARKING STALL SERVED BY AN EV CHARGER. MOUNT ON APPROPRIATE WALL OR INSTALL ON 4X4 TREATED WOOD POST WHERE WALL MOUNTING IS NOT SUITABLE. COORDINATE EXACT LOCATIONS WITH CITY OF TACOMA SITE REPRESENTATIVE.

EVSE PARKING SIGNAGE
SCALE: NOT TO SCALE



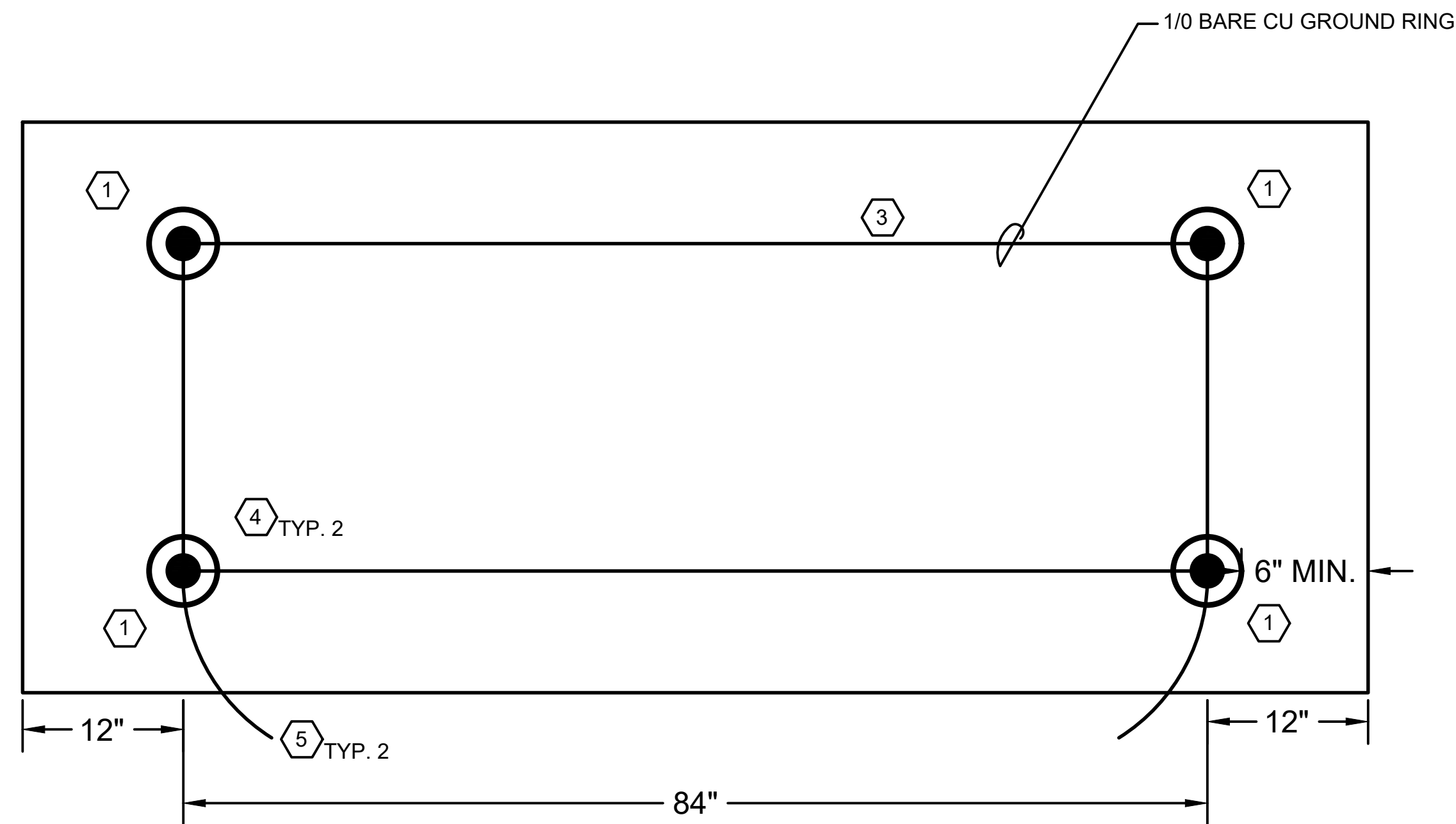
NO	R E V I S I O N	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
				BY	DESIGNED NB	CHECKED XZ
				DATE	DRAWN LS	PROJECT NAME
				FIELD BOOKS	DRAWING NAME EL10	
						

TACOMA PUBLIC UTILITIES		SPEC. NO.
DOWNTOWN TACOMA EVSE EVSE PAVEMENT MARKING AND SIGNAGE DETAILS		WBS NO.
		SHEET NO.
		11 OF 16



CONSTRUCTION NOTES

- 1 FURNISH AND INSTALL 5/8" X 10' COPPER CLAD GROUND ROD IN ALL 4 CORNERS OF THE FOUNDATION.
- 2 CONSTRUCT CONCRETE SERVICE FOUNDATION IN ACCORDANCE WITH WSDOT STANDARD J-10.10-04
- 3 FURNISH AND INSTALL CONTINUOUS BARE COPPER CONDUCTOR GROUND RING 6" INSIDE THE EDGE OF THE CONCRETE FOUNDATION, BURIED 12" BELOW THE BOTTOM OF THE CONCRETE FOUNDATION, IN FULL CONTACT WITH NATIVE SOIL MATERIAL AND CONNECTED TO ALL GROUND RODS USING APPROVED NEC COMPLIANT CONNECTORS.
- 4 FURNISH AND INSTALL ACCESSIBLE GROUND WELL AT EACH GROUND ROD.
- 5 EXTEND BARE COPPER GROUND TAIL FROM TWO GROUND RODS TO THE SERVICE CABINET GROUND TERMINAL. PROTECT COPPER CONDUCTOR THROUGH CONCRETE BY INSTALLING IN CONDUIT.
- 6 #3 REBAR 12" ON CENTER, PLACE REBAR MAT IN THE CENTER OF CONCRETE PAD PER WSDOT STANDARD J-10.10-04
- 7 ANCHOR SERVICE CABINET TO CONCRETE FOUNDATION PER WSDOT STANDARD J-10.10-04
- 8 INTERNAL UTILITY POWER METER
- 9 MAIN BREAKER
- 10 LOCKABLE DISTRIBUTION CIRCUIT BREAKERS SEE ONE LINE FOR INFORMATION.
- 11 UTILITY TERMINATION CT SECTION PER TACOMA POWER REQUIREMENTS



NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
				BY	DESIGNED NB	CHECKED XZ
				DATE	DRAWN LS	PROJECT NAME
				FIELD BOOKS	DRAWING NAME EL11	



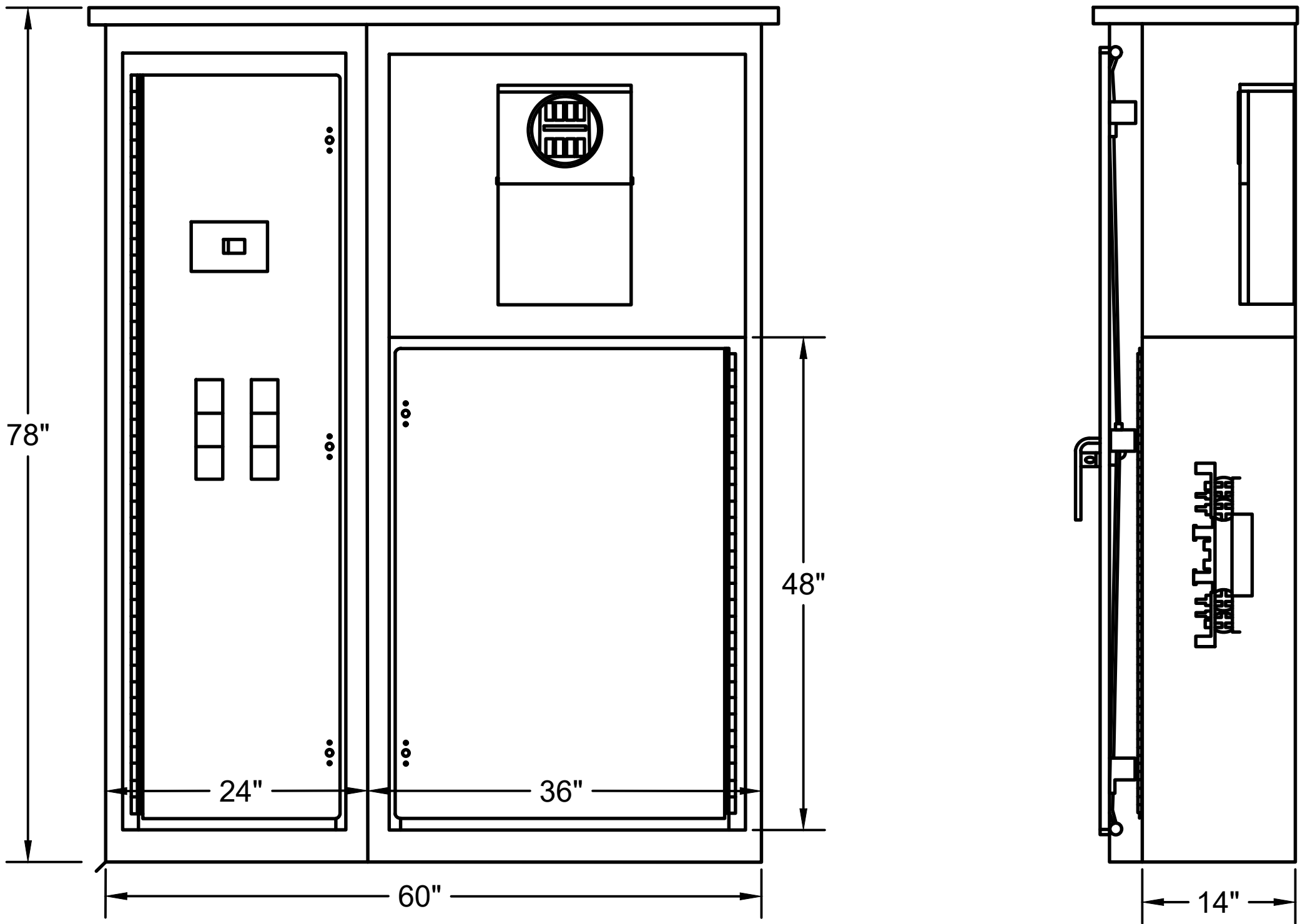
TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
SERVICE FOUNDATION AND GROUNDING DETAILS

SPEC. NO.
WBS NO.
SHEET NO.
SHEET 12 OF 16

GENERAL NOTES

1. DESIGN SHOWN IS BASED ON SKYLINE MANUFACTURING - SERIES 67850. MANUFACTURER'S NAMES AND MODELS ARE PROVIDED AS A POINT OF REFERENCE FOR A STANDARD, QUALITY AND FUNCTIONALITY AND ARE NOT INTENDED TO IMPLY SOURCING OF THE PRODUCT OR SERVICE PANEL. THE SERVICE PANEL MUST MEET OR EXCEED ALL THE CHARACTERISTICS SHOWN.
2. CIRCUIT BREAKERS SHALL COMPLY WITH WSDOT 2023 STANDARD SPECIFICATION 9-29.24 AND SERVICE ENCLOSURE SHALL COMPLY WITH SECTION 9-29.25.
3. SERVICE CABINET IS FURNISHED BY CITY OF TACOMA.



277/480V PANEL
COMPONENT SCHEDULE

1. 400A, 3Ø, 4W, CT LANDING PAD, B-LINE 6067HAL
2. 13 JAW CT RATED METER BASE, B-LINE 121413
3. PANELBOARD:
277/480V, 400A COPPER BUS, 3Ø, 4W, 24CKT, 200KAIC RATED
MAIN BREAKER: 600A FRAME, 400A TRIP, 3 POLE, EATON PDG33F0400FTAJ
BOLT ON BRANCH BREAKERS (QUANTITY PER PANEL SCHEDULES ON SHEETS EL14 AND EL15):
100A FRAME, 80A TRIP, EATON GHB3080
LOCKOUT ACCESSORY (QUANTITY PER PANEL SCHEDULES ON SHEETS EL14 AND EL15):
EATON GPLKOFF

CABINET NOTES

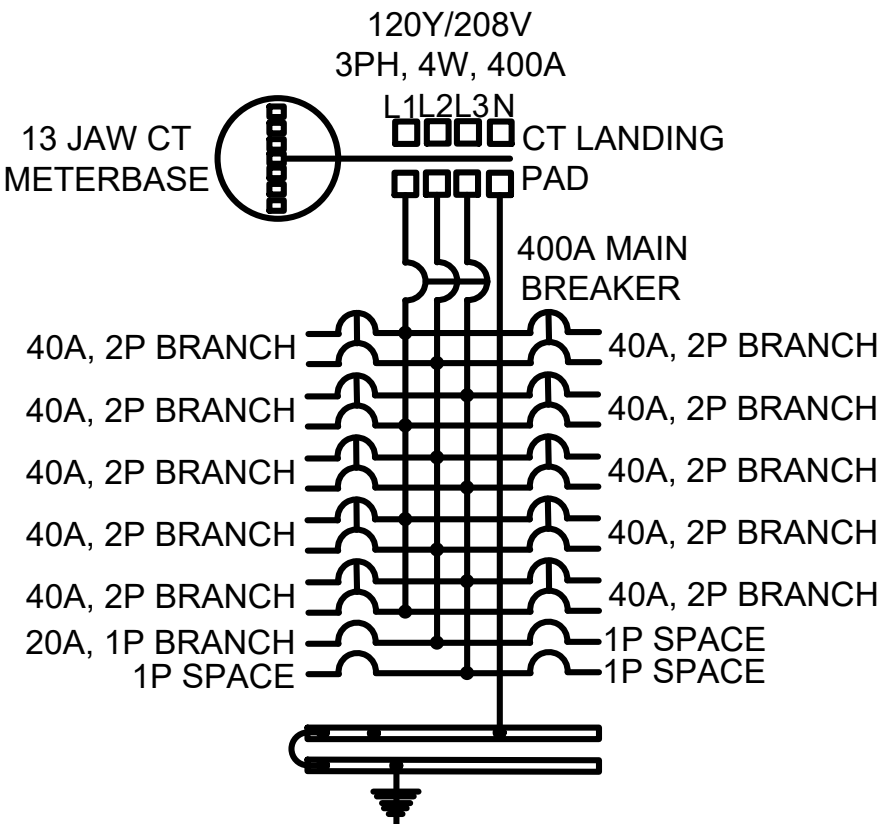
- NEMA TYPE 3R OUTDOOR PADMOUNT
- #12 GA PRE-GALV STEEL CONSTRUCTION
- OPEN BOTTOM FRAMED WITH 2" ANGLE
- TOP AND BOTTOM SCREENED AND GASKETED VENTS
- DOORS: HEAVY-DUTY CONCEALED HINGES (LIFT-OFF TYPE), PADLOCKABLE STAINLESS STEEL VAULT HANDLES WITH ROLLER RODS THAT PROVIDE 3-POINT COMPRESSION ON CLOSED CELL NEOPRENE GASKET
- CT SECTION: METERBASE AND DEAD-FRONTED CT LANDING PAD
- DEAD-FRONTED DISTRIBUTION SECTION
- FINISH: ASA61 GREY POLYESTER POWERED COAT FINISH OVER ZINC PRIMER. EQUIPMENT MOUNTING PAN WHITE.
- UL 508A ENCLOSED INDUSTRIAL CONTROL PANEL


120/208V PANEL
COMPONENT SCHEDULE

1. 400A, 3Ø, 4W, CT LANDING PAD, B-LINE 6067HAL
2. 13 JAW CT RATED METER BASE, B-LINE 121413
3. PANELBOARD:
120/208V, 400A COPPER BUS, 3Ø, 4W, 24CKT, 200KAIC SERIES RATED
MAIN BREAKER: 600A FRAME, 400A TRIP, 3 POLE, EATON PDG33F0400FTAJ
BOLT ON BRANCH BREAKERS (QUANTITY PER PANEL SCHEDULES ON SHEETS EL14 AND EL15):
100A FRAME, 40A TRIP, 2 POLE, EATON BAB2040
100A FRAME, 20A TRIP, 1 POLE, EATON BAB1020
LOCKOUT ACCESSORY (QUANTITY PER PANEL SCHEDULES ON SHEETS EL14 AND EL15):
EATON QL123EL

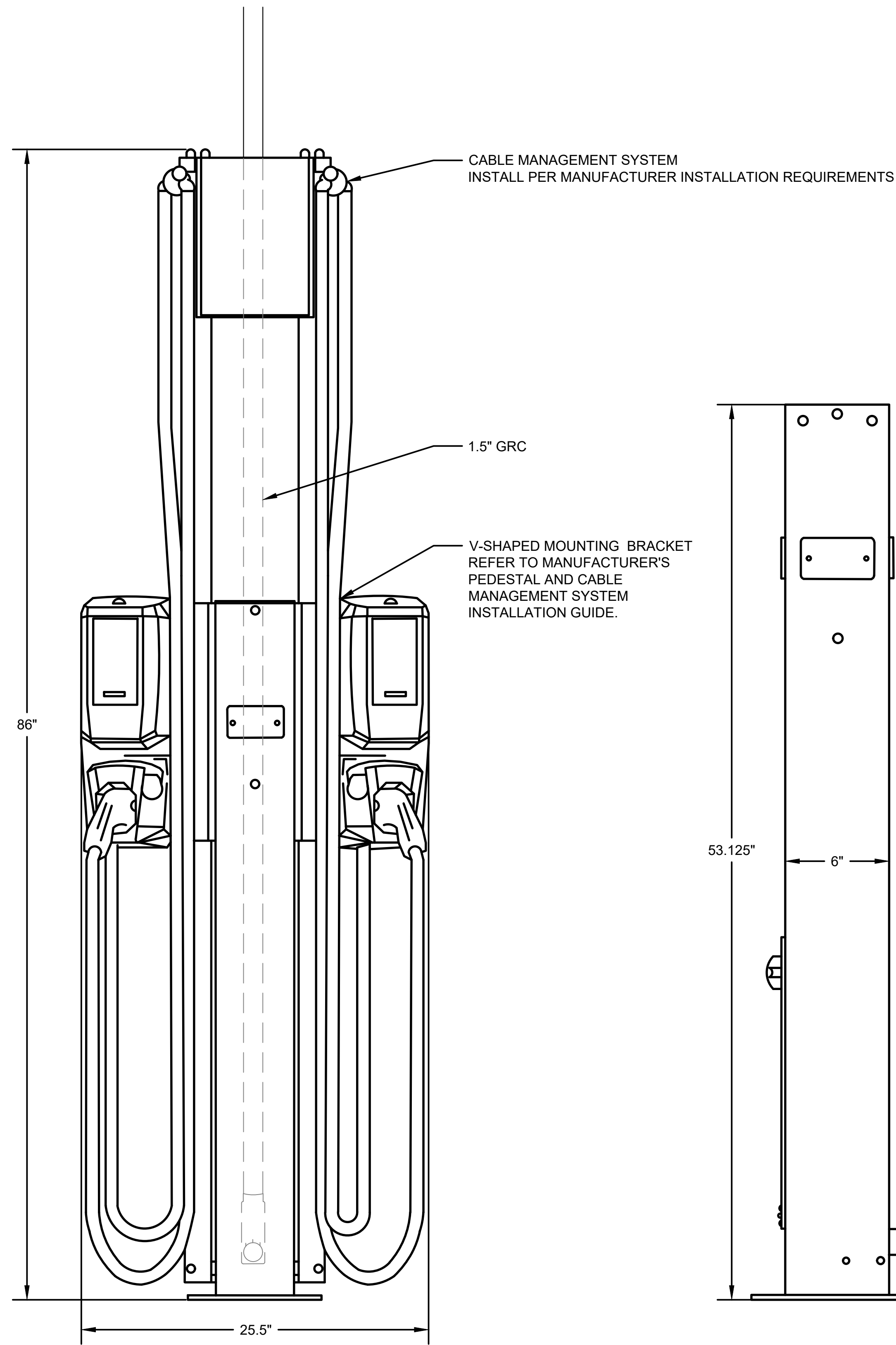
CABINET NOTES

- NEMA TYPE 3R OUTDOOR PADMOUNT
- #12 GA PRE-GALV STEEL CONSTRUCTION
- OPEN BOTTOM FRAMED WITH 2" ANGLE
- TOP AND BOTTOM SCREENED AND GASKETED VENTS
- DOORS: HEAVY-DUTY CONCEALED HINGES (LIFT-OFF TYPE), PADLOCKABLE STAINLESS STEEL VAULT HANDLES WITH ROLLER RODS THAT PROVIDE 3-POINT COMPRESSION ON CLOSED CELL NEOPRENE GASKET
- CT SECTION: METERBASE AND DEAD-FRONTED CT LANDING PAD
- DEAD-FRONTED DISTRIBUTION SECTION
- FINISH: ASA61 GREY POLYESTER POWERED COAT FINISH OVER ZINC PRIMER. EQUIPMENT MOUNTING PAN WHITE.
- UL 508A ENCLOSED INDUSTRIAL CONTROL PANEL

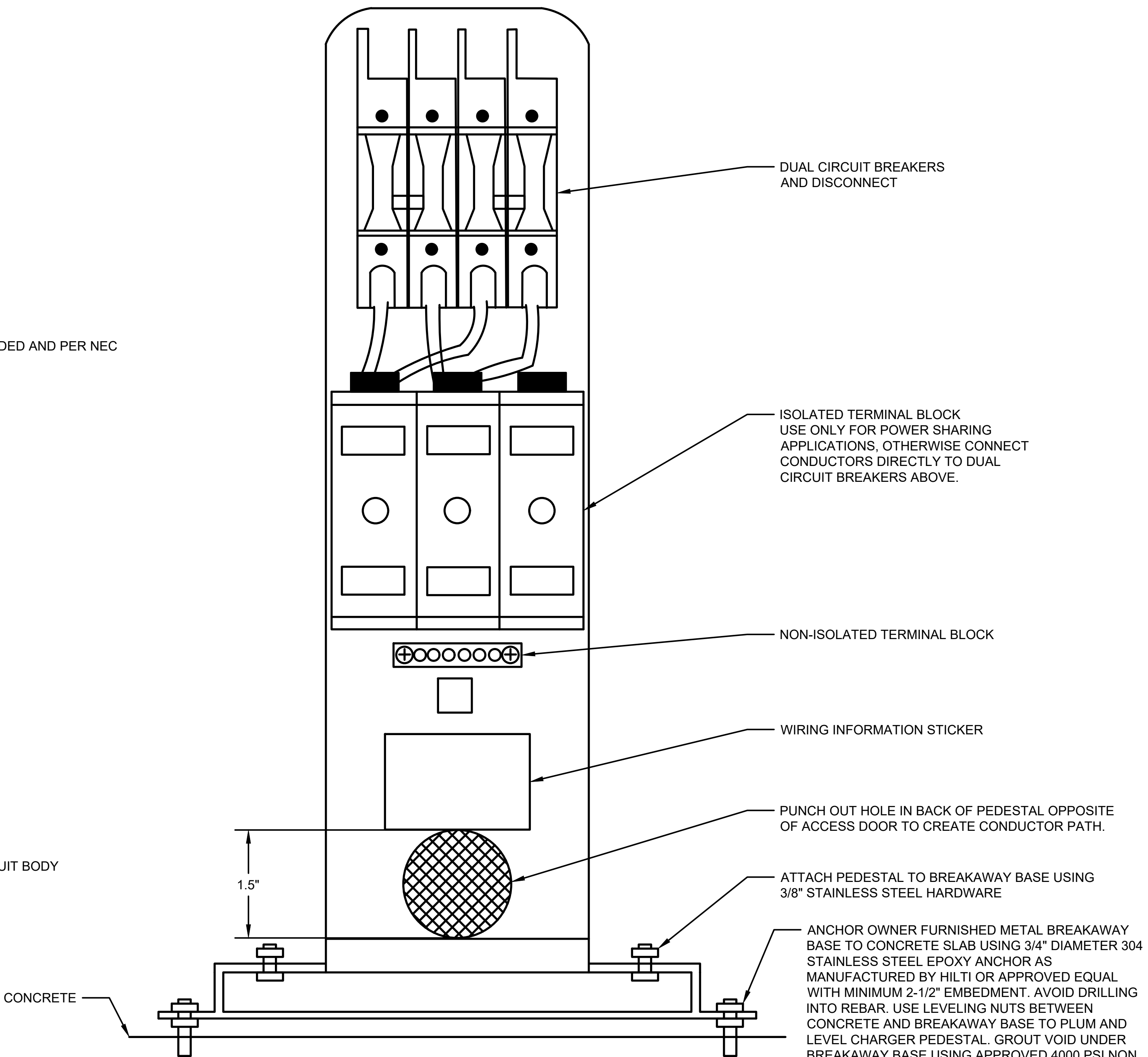


					FINAL CONSTRUCTION CHECKED	DATE	1/18/23	SCALE	NTS		
						BY	DESIGNED	NB	CHECKED		XZ
						DATE	DRAWN	LS	PROJECT NAME		
						FIELD BOOKS		DRAWING NAME			
NO	R E V I S I O N			DATE	APPD			EL12			

TACOMA PUBLIC UTILITIES		SPEC. NO.
DOWNTOWN TACOMA EVSE 480V AND 208V 3PH SERVICE CABINET DETAILS		WBS NO.
		SHEET NO. SHEET 13 OF 16



PEDESTAL WITH SURFACE MOUNT CONDUIT
NOT TO SCALE



MOUNTING BRACKET
NOT TO SCALE

NOTE
SEE MANUFACTURER INSTALLATION GUIDE FOR INSTALLATION DETAILS.



NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS
BY NB	CHECKED XZ	
DATE LS	PROJECT NAME	
FIELD BOOKS	DRAWING NAME EL13	



TACOMA PUBLIC UTILITIES	SPEC. NO.
DOWNTOWN TACOMA EVSE PEDESTAL INSTALLATION DETAILS	WBS NO.
	SHEET NO. 14 OF 16

New Panel		LOCATION: 728 MARKET ST (MUNICIPAL PARKING LOT)						480Y/277 VOLT 3 PHASE 4 WIRE					
		SERVING: EV CHARGERS						200,000 AIC 400 AMP MAIN LUGS					
CKT	LOAD DESCRIPTION	TYPE	KVA	A/P	PHASE			A/P	KVA	TYPE	LOAD DESCRIPTION	CKT	
1	CAR CHARGING STATION #1	D	54.000	80/3	A							2	
3						B						4	
5							C					6	
7	CAR CHARGING STATION #2	D	54.000	80/3	A							8	
9						B						10	
11							C					12	
13												14	
15												16	
17												18	
PHASE LOAD PHASE A = 36.00 KVA, PHASE B = 36.00 KVA, PHASE C = 36.00 KVA													
LOAD TYPE		L	R	M	H	WH		D	A	K	LM	TOTAL LOADS	
CONN. LOAD								108.00				108.00 KVA	129.91 AMP
NET CALC LOAD								108.00				108.00 KVA	129.91 AMP

NEW PANEL SCHEDULE
NEW PANEL ENCLOSED IN SERVICE CABINET. FURNISHED BY CITY OF TACOMA

New Panel		LOCATION: 110 SOUTH 10TH ST (TACOMA PARKING GARAGE)						208Y/120 VOLT 3 PHASE 4 WIRE					
		SERVING: EV CHARGERS						65,000 AIC 200 AMP MAIN LUGS					
CKT	LOAD DESCRIPTION	TYPE	KVA	A/P	PHASE			A/P	KVA	TYPE	LOAD DESCRIPTION	CKT	
1	CAR CHARGING STATION #1	D	7.200	40/2	A		A	20/1	1.000	D	COMMUNICATION GATEWAY	2	
3						B						4	
5	CAR CHARGING STATION #2	D	7.200	40/2			C					6	
7					A							8	
9												10	
11												12	
13												14	
15												16	
17												18	
19												20	
21												22	
23												24	
PHASE LOAD PHASE A = 7.20 KVA, PHASE B = 3.60 KVA, PHASE C = 3.60 KVA													
LOAD TYPE		L	R	M	H	WH		D	A	K	LM	TOTAL LOADS	
CONN. LOAD								15.40				14.40 KVA	39.98 AMP
NET CALC LOAD								15.40				14.40 KVA	39.98 AMP

NEW PANEL SCHEDULE


Panel 5A		LOCATION: 923 COMMERCE ST (PARK PLAZA GARAGE FIFTH LEVEL)						208Y/120 VOLT 3 PHASE 4 WIRE					
		SERVING: NORTH PARKING						22,000 AIC 225 AMP MAIN LUGS					
CKT	LOAD DESCRIPTION	TYPE	KVA	A/P	PHASE			A/P	KVA	TYPE	LOAD DESCRIPTION	CKT	
1	EXISTING CAR CHARGING STATION #1	D	7.200	40/2	A			80/2	13.400	D	CAR CHARGING STATION #7 AND #8	2	
3						B						4	
5	EXISTING CAR CHARGING STATION #2	D	7.200	40/2			C	80/2	13.400	D	CAR CHARGING STATION #9 AND #10	6	
7					A							8	
9	EXISTING CAR CHARGING STATION #3	D	7.200	40/2		B		20/2	1.000	D	COMMUNICATION GATEWAY	10	
11							C					12	
13	EXISTING CAR CHARGING STATION #4	D	7.200	40/2	A							14	
15						B						16	
17	CAR CHARGING STATION #5 AND #6	D	13.400	80/2			C					18	
19					A							20	
PHASE LOAD PHASE A = 30.90 KVA, PHASE B = 18.00 KVA, PHASE C = 21.10 KVA													
LOAD TYPE		L	R	M	H	WH		D	A	K	LM	TOTAL LOADS	
CONN. LOAD								70.00				70.00 KVA	194.31 AMP
NET CALC LOAD								70.00				70.00 KVA	194.31 AMP

EXISTING PANEL SCHEDULE 5A

New Panel		LOCATION: 1401 PACIFIC AVENUE (14TH ST LOT)						480Y/277 VOLT 3 PHASE 4 WIRE					
		SERVING: EV CHARGERS						200,000 AIC 400 AMP MAIN LUGS					
CKT	LOAD DESCRIPTION	TYPE	KVA	A/P	PHASE			A/P	KVA	TYPE	LOAD DESCRIPTION	CKT	
1	CAR CHARGING STATION #1	D	54.000	80/3	A							2	
3						B						4	
5							C					6	
7	CAR CHARGING STATION #2	D	54.000	80/3	A							8	
9						B						10	
11							C					12	
13												14	
15												16	
17												18	
PHASE LOAD PHASE A = 36.00 KVA, PHASE B = 36.00 KVA, PHASE C = 36.00 KVA													
LOAD TYPE		L	R	M	H	WH		D	A	K	LM	TOTAL LOADS	
CONN. LOAD								108.00				108.00 KVA	129.91 AMP
NET CALC LOAD								108.00				108.00 KVA	129.91 AMP

NEW PANEL SCHEDULE
NEW PANEL ENCLOSED IN SERVICE CABINET. FURNISHED BY CITY OF TACOMA



						FINAL CONSTRUCTION CHECKED	DATE 1/18/23	SCALE NTS	
					BY	DESIGNED NB	CHECKED XPZ		
					DATE	DRAWN LS	PROJECT NAME		
					FIELD BOOKS	DRAWING NAME EL14			
NO	R E V I S I O N				DATE	APPD			



TACOMA PUBLIC UTILITIES

DOWNTOWN TACOMA EVSE
PANEL SCHEDULES
1 OF 2

SPEC. NO.	
WBS NO.	
SHEET NO.	15
SHEET	OF 16

APPENDIX B

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

EIC Utilization Form

Record of Prior Contracts

SIGNATURE PAGE

CITY OF TACOMA Tacoma Power/Power Management

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

REQUEST FOR BIDS SPECIFICATION NO. PM22-0384F Electric Vehicle Charging Station Installation – Downtown Tacoma

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

 Name of Bidder:
PROPOSAL**SITE 1 - MUNICIPAL PARKING LOT**

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Trenching	\$	Lump Sum
5. Civil Construction and Vault Installation	\$	Lump Sum
6. Removal of Contaminated Soil (if required)	\$	Ton
7. Traffic Control	\$	Lump Sum
8. Electrical Conduit and Wiring	\$	Lump Sum
9. Electrical Cabinets	\$	Lump Sum
10. EVSE (DCFC)	\$	Lump Sum
11. Signage and Pavement Markings	\$	Lump Sum
12. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 2 – TACOMA PARKING GARAGE

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Electrical Conduit and Wiring	\$	Lump Sum
5. Electrical Cabinets	\$	Lump Sum
6. EVSE (Level 2)	\$	Lump Sum
7. Signage and Pavement Markings	\$	Lump Sum
8. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 3 – PARK PLAZA GARAGE

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Electrical Conduit and Wiring	\$	Lump Sum
5. Electrical Cabinets	\$	Lump Sum
6. EVSE (Level 2)	\$	Lump Sum
7. Signage and Pavement Markings	\$	Lump Sum
8. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 4 – 14T ST LOT

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Trenching	\$	Lump Sum
5. Civil Construction and Vault Installation	\$	Lump Sum
6. Removal of Contaminated Soil (if required)	\$	Ton
7. Traffic Control	\$	Lump Sum
8. Electrical Conduit and Wiring	\$	Lump Sum
9. Electrical Cabinets	\$	Lump Sum
10. EVSE (DCFC)	\$	Lump Sum
11. Signage and Pavement Markings	\$	Lump Sum
12. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 5 – MUSEUM OF GLASS GARAGE

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Electrical Conduit and Wiring	\$	Lump Sum
5. Electrical Cabinets	\$	Lump Sum
6. EVSE (Level 2)	\$	Lump Sum
7. Signage and Pavement Markings	\$	Lump Sum
8. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 6 – CONVENTION CENTER GARAGE

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Electrical Conduit and Wiring	\$	Lump Sum
5. Electrical Cabinets	\$	Lump Sum
6. EVSE (Level 2)	\$	Lump Sum
7. Signage and Pavement Markings	\$	Lump Sum
8. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

SITE 7 – TACOMA DOME PARKING LOT A

	Unit Cost	Unit
1. Mobilization	\$	Lump Sum
2. Permitting	\$	Lump Sum
3. Site Prep	\$	Lump Sum
4. Trenching	\$	Lump Sum
5. Civil Construction and Vault Installation	\$	Lump Sum
6. Removal of Contaminated Soil (if required)	\$	Ton
7. Traffic Control	\$	Lump Sum
8. Electrical Conduit and Wiring	\$	Lump Sum
9. Electrical Cabinets	\$	Lump Sum
10. EVSE (Level 2)	\$	Lump Sum
11. Signage and Pavement Markings	\$	Lump Sum
12. Landscape and Site Restoration	\$	Lump Sum
Total Site Cost (without soil removal)	\$	Total

FORCE ACCOUNT

	Unit Cost	Unit
1. Force Account*	\$50,000.00	Lump Sum

TOTAL SITES 1 – 7

\$

Force Account*

\$50,000.00

*Bidders shall include the \$50,000 figure as part of their overall bid.

****Sales Tax @ 10.3%**

\$

****Note Paragraph 1.13 of General Provisions****TOTAL AMOUNT**

\$

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**April 4, 2023**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

Name of Bidder

CONTRACTOR'S RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

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

REMARKS: _____

APPENDIX C

Sample Contract

Sample Payment Bond

Sample Performance Bond

Sample General Release Form

CONTRACT

Resolution No.
Contract No.

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

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

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

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

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
Project / Spec. #
between _____ and the City of Tacoma,
(Themselves or Itself)
dated _____, 20____, hereby releases the City of Tacoma, its
departmental officers and agents from any and all claim or claims whatsoever in any manner
whatsoever at any time whatsoever arising out of and/or in connection with and/or relating
to said contract, excepting only the equity of the undersigned in the amount now retained by
the City of Tacoma under said contract, to-wit the sum of \$ _____.

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

Contractor

By _____

Title _____

APPENDIX D

City of Tacoma Insurance Requirements

City of Tacoma General Provisions

LEAP Documents

EIC Documents



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Installation Floater Insurance

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

3.8 Other Insurance

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

GENERAL PROVISIONS

(Revised December 15, 2020)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

1.05 LICENSES/PERMITS

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

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

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

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

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

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

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

1.22 FEDERAL AID PROJECTS

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

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

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

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

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

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

B. Guarantee for Supply Contracts

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

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

C. Guarantee Period Extension

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

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

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

B. Termination for Cause

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

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

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

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

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.15 PACKING SLIPS AND INVOICES

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

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

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

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

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

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

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

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

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

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

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

C. CLEAN AIR ACT

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

D. FEDERAL WATER POLLUTION CONTROL ACT

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

E. DEBARMENT AND SUSPENSION

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

F. BYRD ANTI-LOBBYING AMENDMENT

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

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

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

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

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

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

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

3.09 COPELAND ANTI-KICKBACK ACT

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

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

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

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

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

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

3.16 LIST OF SUBCONTRACTORS

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



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000
2. **APPRENTICE GOAL:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.
3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.
4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

• 100% achievement	\$0.00 penalty	
• 99% to 90% achievement	\$2.00 penalty	
• 89% to 75% achievement	\$3.50 penalty	
• 74% to 50% achievement	\$5.00 penalty	
• 49% to 1% achievement	\$7.50 penalty	
• 0% achievement	\$10.00 penalty	

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, 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 \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- 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 \$250,000.00 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 to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

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

I. “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.

J. “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.

K. “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.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, 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).

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

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

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

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

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

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

S. “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.

T. “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, 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. “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.

V. “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.

W. “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.”

X. “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.

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

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

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

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

1.90.040 LEAP 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 at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

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

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

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

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

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

B. Failure to Meet Utilization 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:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

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 Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

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

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the 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.

D. 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.

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

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

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

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

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

1.90.050 Repealed by Ord. 27368. Good faith efforts.

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- *LEAP Employee Verification Form.* This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- *LEAP Weekly Payroll.* These must be submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes ,whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



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

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

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

Age: _____ Copy of DD-214: _____

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

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ 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.

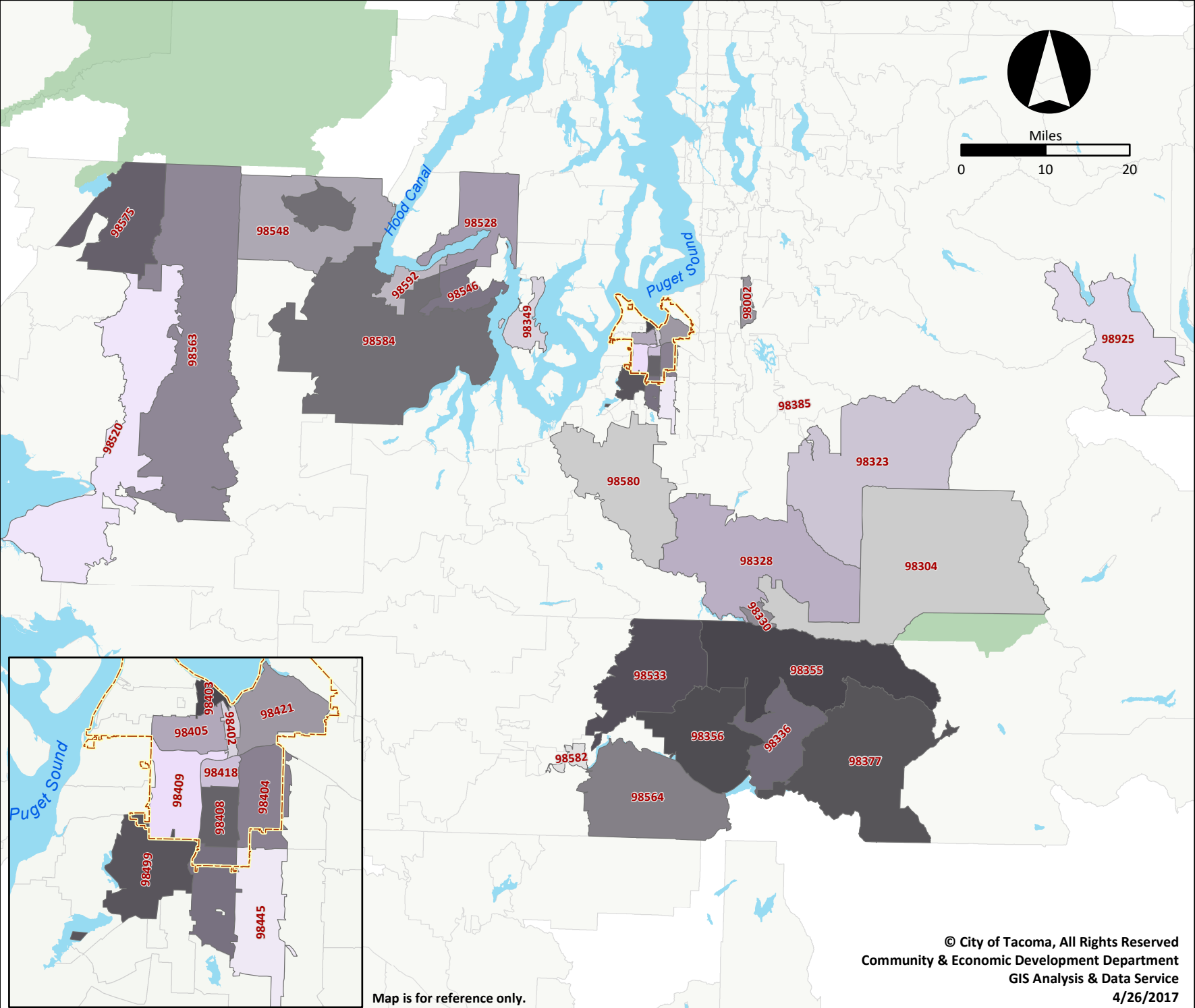
No PO Boxes


Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map





City Limits

98002
98304
98323
98328
98330
98336
98349
98355
98356
98377
98385
98520
98528
98533
98546
98548
98563
98564
98575
98580
98582
98584
98592
98925
98402
98403
98404
98405
98408
98409
98418
98421
98444
98445
98499

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
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Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

8%

Women Business
Enterprise Requirement

7%

Small Business Enterprise
Requirement

13%

A list of EIC-eligible companies is available on the following web site addresses:

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: 564001/PWR-01127-02

Date of Record: 11/22/2022

Project Spec#: PM22-0384F

Project Title: EV Charging Equipment Installation

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

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 and minority-owned 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 narrowly tailored contracting requirements 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. 28625 Ex. A; passed Nov. 5, 2019; 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.

1.07.020.B

A. “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.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“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.

“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.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program 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.

1.07.020.N

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

1.07.020.P

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

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“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.

“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.

1.07.020.Q

“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.

1.07.020.R

“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.

1.07.020.S

“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.

“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.

“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.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

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.

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

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, 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 regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager 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.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions 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 will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter 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.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

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

2. Supplies.

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

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement 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 requirement 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 requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

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 contractors. The Program 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).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements 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 Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, 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 Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, 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 Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager 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, unless such provisions are supported by a Disparity Study. The Program Manager 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 Program Manager 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 Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or 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 Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, 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 1.06.279 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 Program Regulations has occurred, the Program Manager 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.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

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 Review of program.

This chapter shall be in effect through and until December 31, 2024, 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, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or 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.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)