

#### Tacoma Power / Transmission and Distribution

ADDENDUM NO. 2 DATE: December 13, 2022

REVISIONS TO:
Request for Bids Specification No. TU22-0361F
Flagging and Traffic Control Services

#### **NOTICE TO ALL BIDDERS:**

This addendum is issued to clarify, revise, add to or delete from, the original specification documents for the above project. This addendum, as integrated with the original specification documents, shall form the specification documents. The noted revisions shall take precedence over previously issued specification documents and shall become part of this contract.

#### **REVISIONS TO THE SUBMITTAL DEADLINE:**

The submittal deadline remains the same.

#### REVISIONS TO THE GENERAL INFORMATION AND REQUIREMENTS:

Updated Insurance Requirements reducing Excess or Umbrella Liability Insurance (attached).

#### **REVISIONS TO THE SPECIFICATIONS:**

Updated item references in the following sections: 1.05.1A, 2.01.4, 2,03.3, 4.03, and 5.02.2.

#### **REVISIONS TO THE PROPOSAL PAGES:**

Traffic Control Supervisor line items 7, 8, and 9 added to the attached Proposal – Pricing Sheets. Proposal – Supplement Form revised to include new labor items.

#### **REVISIONS TO THE SUBMITTAL PACKAGE:**

Addition of Certification of Compliance with Wage Payment Statutes (attached).

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the signature page. Vendors who have already submitted their bid/proposal may contact the Purchasing Division at 253-502-8468 and request return of their bid/proposal for acknowledgment and re-submittal. Or, a letter acknowledging receipt of this addendum may be submitted in an envelope marked Request for Bids Specification No. TU22-0361F Addendum No. 2. The City reserves the right to reject any and all bids, including, in certain circumstances, for failure to appropriately acknowledge this addendum.

cc: Joe Parris / Tacoma Power Transmission and Distribution

Form No. SPEC-220A Revised: 07/08/2022

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

#### 1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. <a href="Contract or Permit number and the City Department must be shown on the Certificate of Insurance">Certificate of Insurance</a>.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: TU22-0361F

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

### 2. CONTRACTOR

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

#### 3. SUBCONTRACTORS

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

#### 4. REQUIRED INSURANCE AND LIMITS

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

#### 4.1 Commercial General Liability Insurance

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

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

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

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

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: TU22-0361F

Page 3 of 4

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

### 4.3 Workers' Compensation

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

### 4.4 Employers' Liability Insurance

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

#### 4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than **Two Million Dollars (\$2,000,000)** Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

#### 4.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of <u>City of Tacoma railroad right of ways.</u>

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

- 4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement
- 4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

#### 4.7 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.

#### 4.8 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

Insurance Requirements Spec/Contract Number: TU22-0361F



## 1.04.1 - RECORD OF PRIOR CONTRACTS

The Respondent must complete and include in their submittal the "Contractor's Record of Prior Contracts" form which is contained in the Bid Proposal documents. A minimum of <u>five</u> references from a contract similar in scope to that described in this RFB are required.

#### 1.04.2 - JUDGE OF QUALIFIED CONTRACTOR

The City will be the sole judge of the Respondent's ability to meet the requirements of this paragraph. The City will consider factors such as the length of time the company has been providing flagging services, the type of flagging services administered, past performance, safety violations and responses from the references provided on the "Contractor Record of Prior Contracts Form".

# 1.04.2A - UNQUALIFIED CONTRACTORS

Bids of inexperienced contractors and those who have failed to satisfactorily perform other similar contracts with the City or other agencies may be rejected for such cause.

## **1.05 - EVALUATION OF BIDS**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit pricing per 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.

#### **1.05.1 - EVALUATION**

The award of contract(s) per this specification will not be based on cost alone as other factors and features are equally important. In evaluating the bids, the City may also consider any or all of the following in addition to the submitted Proposal Pricing:

- Compliance with these specifications
- Bidder's responsibility based on, but not limited to:
  - 1. Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
  - 2. References, judgment, experience, efficiency, and stability.
  - 3. Whether the work can be performed within the timeframe specified.
  - 4. Quality of performance of previous contracts or services.

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. The final award decision will be based on the best interests of the City.

#### 1.05.1A- UNIT PRICE EVALUATION

The evaluation to determine the order of the submittals will include unit prices quoted plus the annual labor rate escalation submitted on the "Proposal - Supplement Form" for the 2<sup>nd</sup> and 3<sup>rd</sup> years of the contract.

To assist in determine the order of the bidders the following process will be used for evaluation of labor line items **#1-10**.



#### 2.01.1D - FLAGGING CREW CANCELLATION

TPU will provide notice of cancellation a minimum of five (5) business days prior to the date(s) crews are not required. No payment shall be made for canceled date(s) provided advance notice is given within the timeframe noted above.

#### 2.01.2 - AWARD DATE OF CONTRACT

The "Award Date of the Contract" will commence when all required contract, bonding and insurance documents have been fully signed and executed by the selected contractor(s) and the City of Tacoma. The routing of these documents to obtain the signatures of representatives from both parties will occur following approval of the contract by the Public Utility Board. After a contract is fully executed by both parties, the business units of TPU will, at their discretion, identify work and contact the contractor(s) as needed.

## 2.01.3 - TERM OF CONTRACT

The term of this contract is from the date of award per Section 2.01.2 through the subsequent 36 month period. Two (2) one-year contract extensions may be considered upon mutual agreement of both parties to extend the contract under the same terms and conditions of the original contract.

#### 2.01.4 - ANNUAL PRICE ADJUSTMENT

Unit pricing will remain firm for the first year (12 months) of the contract. On the anniversary date (12 months after award), the successful bidder(s) may submit a request to escalate/de-escalate unit prices for labor items only (items #1-10). Increases are not to exceed the fixed percentage as submitted in the Respondents(s) proposal. Equipment rental rates will remain firm for the life of the contract.

### 2.01.4A - PROCESS FOR ADJUSTMENT

The contractor may request a rate adjustment 30 days prior to the contract anniversary date. Written requests for rate changes should be submitted via email to the TPU contract manager. The City will review the escalation percentage submitted on the contractor's Proposal Pricing Sheet as well as consideration of the following:

Any request for increase may be evaluated against various markets, including but not limited to the Consumer Price Index for All Urban Consumers (CPI-U) of the U.S. City Average Index for the comparable period <a href="ftp://ftp.bls.gov/pub/special.requests/cpi/cpiai.txt">ftp://ftp.bls.gov/pub/special.requests/cpi/cpiai.txt</a>), state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments.

The City reserves the right to consider the reference data of market indexes when administering rate adjustments.

#### 2.02 - COMMENCEMENT OF WORK

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.



This contract work may not be continuous, and several months may go by before more work may be available for each contractor.

#### 2.02.1 - CONTRACT DOCUMENTS

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

- Contract signed by the appropriate officer of the company
- Insurance certificate meeting the City's requirements
- Intent to Pay Prevailing Wages
- Prime Contractor LEAP Utilization Plan

#### 2.03 - CONTRACT WORK TIMES

Contract work times are defined as listed in the following section. City legal holidays are listed in Section 1.24 of the Standard Terms and Conditions.

#### 2.03.1 - REGULAR WORK SHIFTS

The City straight-time work schedule includes the following:

| Shift Type | Description   |
|------------|---|
| 5-8's      | Five 8 hour days per week   |
| 4-10's     | Four 10 hour days per week  |
| 9-80's     | 80 hours in a two (2) week period with only nine (9) working days |

When flaggers are scheduled to a TPU crew working one of the above schedules, such scheduled work shall be considered straight-time work and not overtime work for payment purposes. Flaggers will not be guaranteed a full 40 hours per week and regularly work partial shifts as needed.

## 2.03.2 - OVERTIME AND HOLIDAY PAYMENT

Work schedules that are subject to overtime and holiday payment will be in accordance with "Washington State Prevailing Wage Rates for Public Works Contracts" as published by the State of Washington, Department of Labor and Industries.

In no case will the City pay overtime rates if the on-site flagger is not making the overtime pay or <u>is working a schedule as described in Section 2.03.1</u>. The City reserves the right to audit billings to ensure billed straight-time and overtime hours match certified payrolls.

### 2.03.3 - EMERGENCY/STORM RESPONSE

On occasion, a division of TPU may require the contractor to provide immediate response of the services outlined in these specifications. Rapid deployment of flagging services and/or traffic control devices may be required due to weather related events, emergency utility work or other unforeseen event. The Respondent shall indicate their ability to respond to requests for emergency flagging services in the space provided on the "Proposal – Supplement Form".



The submittal of a notification for emergency response may occur during or after regular business hours. Flagging services and/or rental equipment mobilization performed between the hours of 7:00 pm to 4:00 am which are initiated as unplanned work may be billed at the "Emergency/Storm" line item rate (line items #5 & #28). All planned work that is scheduled at least 12 hours in advance is considered standard operations and is not eligible for the premium pay.

#### **END OF SECTION**

## **SECTION 4 - PROJECT COORDINATION**

### 4.01 - QUARTERLY CONTRACT PROGRESS MEETINGS

A quarterly meeting will be scheduled between representatives of TPU and the Contractor. The meeting is to be held within the immediate proximity of the Tacoma Public Utilities administrative offices in Tacoma Washington. The purpose of this meeting is to review contract performance as well as provide an opportunity to discuss any measures necessary to ensure an efficient progress of work.

#### **4.02 - PERMITS**

The City will obtain the required traffic control permits.

## 4.03 - TRAFFIC CONTROL PLANS

TPU will use jurisdictional MUTCD pre-approved traffic control plans selected by certified Traffic Control Supervisors. At the request of TPU, the Contractor may be required to provide traffic control plans per line items **29 and 30**.

#### 4.04 - PERSONS TO BE CONTACTED

A list of the TPU personnel who may need to be contacted prior to or during progress of the work will be provided upon award of contract(s).

#### 4.04.1 - **POST AWARD**

Following award of contract(s), all questions or concerns shall be directed to the TPU business unit who assigned the contract work.

#### 4.05 - CONTRACT COMMUNICATION

Both parties will make every reasonable effort to communicate any and all issues concerning this contract in a timely manner. Resolution of any issues will be aggressively pursued by the appropriate contract manager.

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|------|-----|----|----|---|
|      |     |    |    |   |



#### 5.02.1 - WORK ZONE SETUP/TAKE DOWN

On occasion, a TPU department may require the contractor to independently coordinate setup/take down of traffic control devices at a project site. This expanded scope of service will be billed at the contract rate for bid line item #6. Work tasks to be performed within this rate classification will include self-interpretation of the traffic control plan to determine placement of traffic control devices and equipment for the work zone. The traffic control plan will be provided to the contractor with minimum advanced notice of 72 hours prior to commencement of the project.

Job site setup/take down may occur before and/or after TPU crews are present at the job site and will require the contractor to utilize their vehicle to coordinate placement of the traffic control devices. The contractor's vehicle must be able to transport traffic control devices and shall be a minimum size of a standard flatbed pick-up truck.

## 5.02.2 - MOBILIZATION OF RENTAL EQUIPMENT

Mobilization/De-mobilization will be paid only for rental equipment line items #11-26. Pricing for traffic control equipment mobilization is to be offered as a single flat rate to include the delivery and pickup from a TPU job site within the service territory located within Pierce County. If Mobilization/De-mobilization is required to a job site located outside of Pierce County the rate will be mutually negotiated prior to the time of service.

If multiple rental equipment items (i.e. traffic signs + trailer mounted device) are able to be transported using a single contractor's vehicle, only one mobilization fee will be paid. The fee to be paid will be to the highest of the equipment items being transported.

#### **5.03 - SAFETY**

Due to the complexity and potentially hazardous conditions of utility work, TPU will not be responsible for the continuous monitoring and supervision of the behavior and activities of flaggers assigned to the work site. Once the flaggers have been informed of the potential hazards associated with the work to be performed by TPU and traffic control devices have been placed, the flaggers will be solely responsible for compliance with all applicable provisions of federal, state, county and municipal safety laws and regulations.

#### **5.03.1 - SAFETY PLAN**

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

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

## 5.03.2 - WA STATE SAFETY VIOLATION RECORD

The contractor shall submit with their proposal a copy of the firms State Safety Violations Record for the last three (3) years. The report may be obtained from



# **PROPOSAL - PRICING SHEETS**

|   | LABOR RATES   |                    |                          |            |  |  |
|---|---|--------------------|--------------------------|------------|--|--|
| Item #  | Description   | 3 Year<br>Estimate | Bid Unit                 | Unit Price | Extended<br>(3 yr Est x Unit<br>Price) |  |
| 1   | Traffic Control Flagging – Straight Time (6 flaggers; Tuesday, Wednesday, Thursday) | 3,600              | Per Hour<br>(6 flaggers) | \$         | \$                                     |  |
| 2   | Traffic Control Flagging – Straight Time (4 flaggers; Monday, Friday)               | 2,400              | Per Hour<br>(4 flaggers) | \$         | \$                                     |  |
| 3   | Traffic Control Flagging – Overtime<br>One & One-Half Time (1-1/2)                  | 200                | Per Hour<br>(1 flagger)  | \$         | \$                                     |  |
| 4   | Traffic Control Flagging – Overtime<br>Double Time (2X)                             | 30                 | Per Hour<br>(1 flagger)  | \$         | \$                                     |  |
| 5   | Traffic Control Flagging – Emergency/Storm (Section 2.03.3)                         | 40                 | Per Hour<br>(1 flagger)  | \$         | \$                                     |  |
| 6   | Work Zone Setup/Take Down with Vehicle (Section 5.02.1)                             | 40                 | Per Hour                 | \$         | \$                                     |  |
| 7   | Traffic Control Supervisor – Straight Time  | 500                | Per Hour                 | \$         | \$                                     |  |
| 8   | Traffic Control Supervisor – Overtime One & One-Half Time (1-1/2)                   | 50                 | Per Hour                 | \$         | \$                                     |  |
| 9   | Traffic Control Supervisor – Overtime Double Time (2X)                              | 20                 | Per Hour                 | \$         | \$                                     |  |
| Item # Description Bid Unit   |   |                    |                          |            | Unit Price                             |  |
| Traffic Control Flagging – Straight Time – (outside of those provided per items 1 and 2)  Per Hour (1 flagger)    |   |                    |                          |            | \$                                     |  |
| SUB TOTAL LABOR ITEMS 1 – 10 (Tax does not apply to services performed in public right of ways per RCW 82.04.050) |   |                    |                          |            | \$                                     |  |

# **PROPOSAL - PRICING SHEETS**

| EQUIPMENT RENTAL RATES AND TRAFFIC CONTROL PLANS |   |                    |          |            |                                     |
|--|---|--------------------|----------|------------|-------------------------------------|
| Item<br>#  | Description   | 3 Year<br>Estimate | Bid Unit | Unit Price | Extended<br>(3 yr Est x Unit Price) |
| 11   | Trailer Mounted Light Tower Minimum 250k lumens total; Min height 20'   | 6                  | Per Day  | \$         | \$                                  |
| 12   | 360 degree rotation   | 2                  | Per Week | \$         | \$                                  |
| 13   | Portable Changeable Message Sign (PCMS) 3 text lines; minimum Character | 6                  | Per Day  | \$         | \$                                  |
| 14   | height 18"  | 2                  | Per Week | \$         | \$                                  |
| 15   | Trailer Mounted Arrow Board   | 4                  | Per Day  | \$         | \$                                  |
| 16   | Solar Powered; 25 lamps   | 2                  | Per Week | \$         | \$                                  |
| 17   | Mobile Handheld Battery Operated  | 4                  | Per Day  | \$         | \$                                  |
| 18   | Area Light with 360 degree rotation mast Minimum 3k lumens              | 1                  | Per Week | \$         | \$                                  |
| 19   | Deflective Treffic Drum W/Deec Orange                                   | 24                 | Per Day  | \$         | \$                                  |
| 20   | Reflective Traffic Drum W/Base - Orange                                 | 12                 | Per Week | \$         | \$                                  |
| 21   | Deflective Conce Minimum Height 10"                                     | 24                 | Per Day  | \$         | \$                                  |
| 22   | Reflective Cones – Minimum Height 18"                                   | 12                 | Per Week | \$         | \$                                  |
| 23   | Troffic Ciano Class "P" Construction                                    | 12                 | Per Day  | \$         | \$                                  |
| 24   | Traffic Signs – Class "B" Construction                                  | 4                  | Per Week | \$         | \$                                  |
| 25   | Type II Dreek every Treffic Dervice 1-                                  | 6                  | Per Day  | \$         | \$                                  |
| 26   | Type II Break-away Traffic Barricade                                    | 2                  | Per Week | \$         | \$                                  |



# **PROPOSAL - PRICING SHEETS**

| EQUIPMENT RENTAL RATES AND TRAFFIC CONTROL PLANS (Cont.)  |  |                    |                                 |            |                                     |
|---|--|--------------------|---------------------------------|------------|-------------------------------------|
| Item<br>#   | Description  | 3 Year<br>Estimate | Bid Unit                        | Unit Price | Extended<br>(3 yr Est x Unit Price) |
| 27  | Planned Mobilization for Rental Equipment Line items #11-26 (Section 5.02.2)         | 30                 | Include<br>Delivery &<br>Pickup | \$         | \$                                  |
| 28  | Emergency/Storm Mobilization for Rental Equipment Line items #11-26 (Section 2.03.3) | 4                  | Include<br>Delivery &<br>Pickup | \$         | \$                                  |
| 29  | Traffic Control Plan – Standard Rate (7-10 Business Days)                            | 20                 | Sheet                           | \$         | \$                                  |
| 30  | Traffic Control Plan – Expedited Rate (24-96 hours)                                  | 10                 | Sheet                           | \$         | \$                                  |
|   | SUB TOTAL EQU  | \$                 |                                 |            |                                     |
| SALES TAX FOR EQUIPMENT RENTAL ITEMS @ 10.3% (Actual tax for rental equipment will be based upon the delivery location) |  |                    |                                 |            | \$                                  |
| SUBTOTAL OF ALL ITEMS (To be read at Bid Opening)   |  |                    |                                 |            | \$                                  |
|   | TOTAL (all items, including sales tax)   |                    |                                 |            | \$                                  |

# **PROPOSAL – SUPPLEMENT FORM**

Contract Year

2nd

Maximum Escalation (In percent)

# **ANNUAL ESCALATION:**

List below the maximum escalation to be applied to labor line items #1-10 on the anniversary date of the contract award. See Section 2.01.4 "Annual Price Adjustment".

Unit prices for labor items only may be escalated annually on the anniversary

| date of the contract award. An annual maximum of 5% will be considered. The   | 3rd                  |                                 |
|---|----------------------|---------------------------------|
| escalation for contract years 2 & 3 will be included in the bid evaluation per Section 1.05.1A  | 4th*                 |                                 |
|   | 5th*                 |                                 |
| *Optional contract renewal year   |                      |                                 |
| CONTRACTOR'S OFFICE HOURS:  |                      |                                 |
| What are your normal business hours:  |                      |                                 |
| The contractor(s) shall have available to the City a 24 hour on-call n on-call phone number for contact outside of normal business hours:   | umber for service no | otifications. Provide below the |
| EMERGENCY/STORM RESPONSE TIME:  |                      |                                 |
| Is your firm able to provide a minimum of two (2) flagging personnel to a jol area (Appendix E) within 90 minutes of receiving notification? Y See Section 2.03.3 for additional details. |                      | the Tacoma Power service        |
| Identify below any response time that is different than that listed abo   | ve.                  |                                 |
|   |                      |                                 |
|   |                      |                                 |

# **SUBMITTAL CHECKLIST**

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

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda.

| The fo | ollowing items, in this order, make up your submittal package:                          |  |  |  |  |
|--------|---|--|--|--|--|
| 1      | One electronic copy of your complete submittal package in PDF format.                   |  |  |  |  |
| 2      | <b>Signature Page</b> with <u>signature</u> , including acknowledgement of any addenda. |  |  |  |  |
|        | This form is intended to serve as the first page of your submittal.                     |  |  |  |  |
| 3      | Proposal - Pricing Sheets   |  |  |  |  |
| 4      | Contractor's Record of prior Contracts  |  |  |  |  |
| 5      | Safety Plan   |  |  |  |  |
| 6      | WA State Safety Violations Record   |  |  |  |  |
| 7      | Certification of Compliance with Wage Payment Statues                                   |  |  |  |  |
| Aft    | After award, the following documents will be executed:                                  |  |  |  |  |
| 8      | Contract  |  |  |  |  |
| 9      | Certificate of Insurance (Appendix C)   |  |  |  |  |
| 10     | WA State Prevailing Wage Intent (Section 1.09 and Appendix B)                           |  |  |  |  |
| 11     | Local Employment and Apprenticeship Training Program Forms (Section 1.06 & Appendix A)  |  |  |  |  |



# Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (November 10, 2022), 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 Authori   | zed 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:  | ion, or in not a corporat | ion, me otato miero   | ouemoss emmy mus |  |  |
|  |                           |                       |                  |  |  |
|  |                           |                       |                  |  |  |
| If a co-partnership,   | give firm name under      | which business is tra | nsacted:         |  |  |
|  |                           |                       |                  |  |  |

<sup>\*</sup> 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.