TACOMA POWER
TRANSMISSION & DISTRIBUTION
REQUEST FOR BIDS
AUGMENTED TREE TRIMMING CREWS
SPECIFICATION NO. PT14-0698F
City of Tacoma

REQUEST FOR BIDS

Specification No. PT14-0698F
Department of Public Utilities - Tacoma Power
Transmission and Distribution Augmented Tree Trimming Crews

The City of Tacoma is accepting SEALED BIDS for the above solicitation. Submittals will be received and time stamped only at the Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, 3628 South 35th Street, Tacoma, WA 98409.

Bids will be received until 11:00 a.m., Pacific Time, Tuesday, February 3, 2015, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org. A list of vendors registered for this solicitation is also available at the website. After 1:00 p.m. the day of bid opening, preliminary submittal results and names of vendors submitting bids are posted to the website for public viewing.

A pre-bid meeting will be held at 1:00 p.m. on Tuesday, January 20, 2015, in Conference Room M-1, located on the main floor of the Tacoma Public Utilities Administration Building North. The address is 3628 South 35th Street, Tacoma, WA 98409. The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as the City's SBE and LEAP goals.

**Project Scope:** The City of Tacoma, Department of Public Utilities, Tacoma Power is soliciting for bids from qualified firms to provide personnel and equipment to augment Tacoma Power's Transmission and Distribution tree trimming crews as required in the clearing of vegetation adjacent to overhead electrical facilities in order to enhance the reliability of the Transmission and Distribution System.

**Estimate:** $4,300,000

Additional information regarding the specifications may be obtained by contacting Kimberlie Kerner by email to kkerner@cityoftacoma.org.

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.
The City of Tacoma, Department of Public Utilities, Tacoma Power is soliciting for bids from qualified firms to provide personnel and equipment to augment Tacoma Power’s Transmission and Distribution tree trimming crews as required in the clearing of vegetation adjacent to overhead electrical facilities in order to enhance the reliability of the Transmission and Distribution System.

**Estimate:** $4,300,000

Additional information regarding the specifications may be obtained by contacting Richelle Krienke, senior buyer, by email to rkrienke@cityoftacoma.org.

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

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

Specification

FOR

NO. PT14-0698F

Transmission and Distribution Augmented Tree Trimming Crews

___________________________________________________________________

TACOMA PUBLIC UTILITIES, LIGHT DIVISION
d.b.a. TACOMA POWER

William A. Gaines                                     Theodore C. Coates
Director of Utilities/CEO                             Power Superintendent/COO

Date:  11:00 a.m. Tuesday, February 3, 2015

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

“Transmission and Distribution Augmented Tree Trimming Crews”
TABLE OF CONTENTS

SUBMITTAL INSTRUCTIONS
BIDDERS CHECKLIST
SIGNATURE PAGE
SPECIAL NOTICE TO BIDDERS
STATE RESPONSIBILITY INFORMATION
PROPOSAL - PRICING SHEET
PROPOSAL CONDITIONS SHEET
PROPOSAL - QUALIFICATIONS SHEET
CONTRACTOR’S RECORD OF PRIOR CONTRACTS
LIST OF EQUIPMENT
SAFETY QUESTIONNAIRE
SAFETY PLAN
SBE REGULATIONS AND FORMS
LEAP REGULATIONS AND FORMS
SAMPLE BID BOND
INSURANCE REQUIREMENTS

Deletions, Modifications, and References to the General Provisions

GENERAL PROVISIONS

1.01 - USE AND COMPLETION OF CITY PROPOSAL SHEETS
   A. Bidder’s Proposal
   B. Alterations of Proposals Not Allowed
   C. Filling Out City Proposal Sheets

1.02 - CLARIFICATION OF PROPOSAL FOR BIDDER

1.03 - SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT
   A. Public Work or Improvement Type Projects and Contracts:
   B. Purchase of Goods and/or Services Contracts:

1.04 - RESPONDENT'S BOND OR CERTIFIED CHECK

1.05 - DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

1.06 - CONTRACTOR’S STATE REGISTRATION NUMBER

1.07 - BID IS NONCOLLUSIVE

1.08 - EVALUATION OF BID
   A. Price, Experience, Delivery Time and Responsibility
   B. Prequalified Electrical Contractor
   C. Insertions of Material Conflicting with Specifications
   D. Correction of Ambiguities and Obvious Errors

1.09 - WITHDRAWAL OF BID
   A. Prior to Bid Opening
   B. After Bid Opening

1.10 - OPENING OF BIDS

1.11 - PUBLIC UTILITY BOARD FINAL DETERMINATION

1.12 - RESPONDENT’S REFUSAL TO ENTER INTO CONTRACT
1.13 - TAXES
   A. Include In Proposal All Taxes
   B. Federal Excise Tax
   C. City of Tacoma Business and Occupation Tax
1.14 - FIRM PRICES/ESCALATION
1.15 - AWARD
   A. Construction and/or Labor Contracts
   B. Supply/Equipment Contracts
1.16 - INCREASE OR DECREASE IN QUANTITIES
1.17 - EXTENSION OF CONTRACT
1.18 - PAYMENT TERMS
1.19 - COOPERATIVE PURCHASING
1.20 - PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

SECTION II - CONTRACT REQUIREMENTS
2.01 - CONTRACTOR'S RESPONSIBILITY
   A. Contract Documents
   B. Surety Bond
   C. Independent Contractor
2.02 - CONFLICTS IN SPECIFICATIONS
2.03 - INSPECTION
   A. Of the Work
   B. Inspector's Authority
2.04 - FEDERAL, STATE AND MUNICIPAL REGULATIONS
2.05 - INDEMNIFICATION
   A. Indemnification
   B. Limitation of Liability for Primarily Supply-Type Contracts
2.06 - ASSIGNMENT AND SUBLETTING OF CONTRACT
   A. Assignment
   B. Subletting
2.07 - DELAY
   A. Extension of Time
   B. Unavoidable Delay
2.08 - GUARANTEE
   A. Guarantee for Construction, Labor or Services Contract
   B. Guarantee for Supply Contracts
   C. Guarantee Period Extension
2.09 - DEDUCTIONS FOR UNCORRECTED WORK
2.10 - CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT
2.11 - LIENS
2.12 - LEGAL DISPUTES
   A. General
   B. Attorney Fees
2.13 - DELIVERY
2.14 - SHIPPING NOTICES AND INVOICES
2.15 - APPROVED EQUALS
2.16 - ENTIRE AGREEMENT
2.17 - Code of Ethics

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

3.01 - RESPONDENT'S DUTY TO EXAMINE
3.02 - PERMITS
3.03 - NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED
3.04 - TRENCH EXCAVATION BID ITEM
3.05 - CONTRACTOR'S INSURANCE
   A. Compensation Insurance
   B. Public Liability and Property Damage Insurance
   C. Builder's Risk
   D. Proof of Carriage of Insurance
3.06 - SAFETY
   A. General
   B. Work Hazard Analysis Report
3.07 - PROTECTION OF WORKERS AND PROPERTY
3.08 - CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES
   A. Superintendent to Supervise Contractor's Employees
   B. Character of Contractor's Employees
3.09 - CONTRACTOR'S COMPLIANCE WITH THE LAW
   A. Hours of Labor
   B. Prevailing Wages
3.10 - CHANGES
   A. In Plans or Quantities
   B. Extra Work
   C. Extra Work - No Agreed Price
   D. Claims for Extra Work
3.11 - CLEANING UP
3.12 - PROGRESS PAYMENT
3.13 - FINAL PAYMENT
3.14 - FAILURE TO COMPLETE THE WORK ON TIME
3.15 - CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE
3.16 - LIST OF SUBCONTRACTORS

SECTION IV - SPECIAL PROVISIONS
4.01 – SUMMARY OF WORK
   4.01.1 – PURPOSE
   4.01.2 – ACCOMPLISHMENT OF WORK
      4.01.2A – Worker Qualifications
      4.01.2B – Crew Capability
         4.01.2B.1 – Annual Qualification Submittal
      4.01.2C – Crew Structure
         4.01.2C.1 – Use of Apprentices in Place of Trimmer
      4.01.2D – Vehicles, Tools & Equipment
4.01.2D.1 – Vehicle Age
4.01.2D.2 – City’s Right of Refusal
4.01.2D.3 – Additional Vehicles, Tools or Equipment
4.01.2D.4 – Repair or Replacement
4.01.2D.5 – Equipment Mobilization
4.01.2D.6 – Mobilization vehicle
4.01.2E – Adjustment to Crew Structure
4.01.2E.1 – Addition/Subtraction of Crew Personnel
4.01.2E.2 – Additional Equipment
4.01.2F – Certified Arborist
4.01.2G – Emergency Notification
4.01.2G.1 – Response to Emergency Event of Other Utility
4.01.2G.2 – Tacoma Power’s Right of Refusal
4.01.3 – GENERAL WORK REQUIREMENTS
4.01.3A – Exceptions
4.01.4 – PERFORMANCE STANDARDS
4.01.4A – Hazardous Trees
4.01.4B – Clearance per Species of Trees
4.01.4C – Disposal of Wood Chips
4.01.4D – Fire Suppression
4.01.5 – MATERIAL
4.01.6 – PROJECT LOCATION
4.01.6A – Contractor Shop Site
4.01.6B – Specific Work Sites
4.01.6C – Remote Shop Site
4.01.6D – Use of Tacoma Power Property
4.01.7 – COMMENCEMENT OF WORK
4.01.7A - Contract Documents
4.01.7B – Crew Mobilization
4.01.8 – CONTRACT WORK TIMES
4.01.8A – Storm Rates
4.01.9 - DEFINITIONS

4.02 - CONTACT PERSON
4.02.1 – PROJECT MANAGER/LEAD

4.03 - PREBID MEETING

4.04 - CONTRACT PERIOD
4.04.1 – AWARD DATE OF CONTRACT
4.04.2 – TERM OF CONTRACT
4.04.3 - CANCELLATION OF CONTRACT

4.05 - PRICING AND RELEASES
4.05.1 - PRICES QUOTED
4.05.1A – Incidental Work
4.05.2 - QUANTITIES AND RELEASES
4.05.3 – ESCALATION / DE-ESCALATION

4.06 – RETAINAGE BOND
4.06.1 – BOND IN LIEU OF RETAINAGE
4.06.2 - ADDITIONAL CONTRACT AMOUNTS

4.07 – SURETY/PERFORMANCE BOND
  4.07.1 - ISSUANCE OF CONTRACTS
  4.07.2 - POSTING OF SURETY/PERFORMANCE BOND
  4.07.3 – ADDITIONAL CONTRACT AMOUNTS

4.08 - FILLING IN PROPOSAL FORMS
  4.08.1 - QUALIFIED BIDDERS
  4.08.2 - BIDDER REQUIREMENTS
  4.08.3 - ENGLISH LANGUAGE REQUIREMENT
  4.08.4 – PROPOSAL COPIES
  4.08.5 – BID BOND
  4.08.6 - ITEMS TO BE INCLUDED WITH BID

4.09 - SAFETY
  4.09.1 – SAFETY PLAN
  4.09.2 – SAFETY VIOLATIONS AND DEFICIENCIES
  4.09.3 – SAFETY REGULATIONS AND POLICIES
    4.09.3A – State of Washington Regulations
  4.09.4 – ENERGIZED ELECTRICAL CIRCUITS

4.10 – QUALITY CONTROL
  4.10.1 REFERENCE STANDARDS
  4.10.2 – INSPECTION, TESTING AND CERTIFICATION

4.11 – TRAFFIC CONTROL
  4.11.1 – FLAGGERS
  4.11.2 – TRAFFIC SIGNS AND SIGNALS

4.12 – WORKMANSHIP & SUPERVISION
  4.12.1 – WORKMANSHIP
  4.12.2 – SUPERINTENDENT

4.13 – SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
  4.13.1 – SINGLE TRADE DESIGNATION
    4.13.1A – SBE Preference

4.14 - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
  4.14.1 - LEAP UTILIZATION GOAL
  4.14.2 - FAILURE TO MEET LEAP GOAL
  4.14.3 - ADJUSTMENTS OF LEAP GOAL
  4.14.4 - CITY OF TACOMA LEAP COORDINATOR

4.15 – PREVAILING WAGES

4.16 – EVALUATION & AWARD
  4.16.1 – EVALUATED QUANTITIES
  4.16.2 - EVALUATION CRITERIA
  4.16.3 - OTHER FACTORS
  4.16.4 – AWARD OF ITEMS
  4.16.5 – WORK BY OTHERS DURING CONTRACT TERM

4.17 – BILLING PLAN, INVOICING AND PAYMENTS
  4.17.1 - MEASUREMENT
  4.17.2 – INVOICES
    4.17.2A – Submission of Invoices
4.17.2A.1 - End of Year
4.17.2B – Payment of Invoices
4.17.2C – Crew Time Sheets
4.17.2D – Billing Plan Example
4.17.2E – Work for Other Departments of Tacoma Public Utilities

4.17.3 - NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

4.18 – PROJECT COORDINATION
4.18.1 – PROJECT MANAGER / LEAD
4.18.2 – PRE-CONSTRUCTION MEETINGS
4.18.3 – RIGHT-OF-WAY PERMITS
4.18.4 – FIELD ENGINEERING
4.18.5 – COORDINATION WITH OTHERS
4.18.6 – DIVISION OF WORK
  4.18.6A – Material Furnished and Installed by Contractor
  4.18.6B – City furnished Material Installed by Contractor
4.18.7 – DAMAGE TO PLANT & EQUIPMENT
  4.18.7A – Underground Utilities
  4.18.7B – Notification
  4.18.7C – City Owned Facilities or Material
  4.18.7D – Materials/Tools Required for Repair
  4.18.7E – City Disclaimer

SECTION V – CONTRACT CLOSEOUT

5.01 - DOCUMENTS REQUIRED UPON COMPLETION OF WORK
  5.01.1 – CLOSE OUT PROCEDURES

5.02 - FINAL PAYMENT – RETAINAGE

APPENDIX “A” – TACOMA POWER TREE TRIMMING STANDARDS
APPENDIX “B” – SAMPLE INVOICE
APPENDIX “C”- PREVAILING WAGE & BENEFIT CODE KEY FOR POWERLINE CLEARANCE TREE TRIMMERS
APPENDIX “D”- STATEMENT OF INTENT TO PAY PREVAILING WAGES
APPENDIX “E” - AFFIDAVIT OF WAGES PAID
APPENDIX “F” - CONTRACT SAMPLE
APPENDIX “G” - SURETY / PERFORMANCE BOND SAMPLE
APPENDIX “H” - RETAINAGE BOND TEMPLATE
APPENDIX “I” - TACOMA POWER WORK PRACTICE W-GR-4030
APPENDIX “J” – DAILY INSPECTION REPORT
APPENDIX “K” – AGREEMENT FOR USE OF CITY PROPERTY
APPENDIX “L” – U.S. GSA DOMESTIC PER DIEM RATES
APPENDIX “M” – TACOMA POWER SERVICE TERRITORY MAP
APPENDIX “N” – GENERAL RELEASE TO THE CITY OF TACOMA
SUBMITTAL INSTRUCTIONS

A pre-bid conference will be held at 1:00 p.m. on Tuesday, January 20, 2015, in Conference Room M-1; Main Floor of the Tacoma Public Utilities Administrative Building North, 3628 S 35th St, Tacoma, WA. The purpose of the pre-bid meeting is to answer any questions pertaining to these specifications. Attendance is not required in order to submit a bid, but Respondents are strongly encouraged to attend.

PRE-SUBMITTAL QUESTIONS

A. Questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, January 23, 2015, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.

   1. Please indicate the specification number and title in the email subject line.

   2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.

   3. Questions will not be accepted by telephone or fax.

   4. Questions marked confidential will not be answered.

   5. Individual answers will not be provided directly to Respondents.

   6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

   7. The City will not be responsible for unsuccessful submittal of questions.

B. Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about January 26, 2015. Navigate to Contracting Opportunities / Public Works and Improvements, and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.

C. The answers are not typically considered an addendum.

D. To receive notice of the posted answers, you must register as “bid holder” for this solicitation.

<table>
<thead>
<tr>
<th>Communication</th>
<th>Addressee</th>
</tr>
</thead>
</table>
| For all questions regarding Specification PT14-0698F | Richelle Krienke  
Senior Buyer  
rkrienke@cityoftacoma.org - email |
REVISIONS TO SPECIFICATION

A. All revisions to this specification will be in the form of written addenda, and no oral revision should be relied upon for any purpose. In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered planholders and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to Current Contracting Opportunities / Public Works and Improvements Solicitations, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

B. The information provided during the question and answer timeframe listed above is not typically considered an addendum.

RESPONSIVENESS

Respondents agree to provide a minimum of 60 days from the submittal deadline for acceptance by the City.

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 to be immaterial. The City also reserves the right to not award a contract or to issue a subsequent RFB.

The final selections, if any, will be that submittal which, after review and in the sole judgment of City, best meets the requirements set forth in this RFB.
BIDDERS CHECKLIST

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

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. See also Section 1.05 - Delivery of Proposals.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

<table>
<thead>
<tr>
<th>The following items, in this order, make up your submittal package:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
</tbody>
</table>
| 4 | **Proposal Pricing Sheets** (Pages 17-19)  
The unit/lump-sum prices bid must be shown in the space provided. |
| 5 | **Proposal Conditions Sheet** (Page 20) |
| 6 | **Proposal Qualifications Sheet** (Page 21) |
| 7 | **Contractor's Record of Prior Contracts**, per Section 4.08.1. (Page 22 & 103) |
| 8 | **List of Equipment**, per Section 4.01.2D.1. (Page 23 & 94) |
| 9 | **Safety Questionnaire** (Pages 24-25) |
| 10 | **Safety Plan**, Submission of a plan per Section 4.09.1. (Page 26 & 104) |
| 11 | **Equal Employment Opportunity**: Bid proposals for contractor labor must include fully completed *Prime Contractor's Pre-Work Form*, per Section 1.03 & 4.13. (Page 29 & 106) |
| 12 | **Bid Bond**, in the value of 5% of the contract value per Section 1.04 & 4.08.5. (Page 70 & 103) |
| 13 | **Billing Plan**, Submission of a sample billing plan per Section 4.17.2D. (Page 110) |
The following forms are to be executed after the contract is awarded:

(a) **Contract**
   This agreement is to be executed by the successful bidder (Section 2.01A and 4.01.7A).

(b) **Surety / Performance Bond** (Section 2.01B & 4.07).
   To be executed by the successful bidder and his surety company, and countersigned by a local resident agent of said surety company.

(c) **Insurance Certificate** (Section 3.05).

(d) **Contractor's Job Hazard Analysis Report**. Contractor may use own form.

(e) **Intent to Pay Prevailing Wage** (Section 3.09B & 4.15).
   To be filed with the Washington State Department of Labor & Industries.

(f) **Retainage Bond** (Section 3.09B & 4.06).
   If it is the option of the awardee to use a retainage bond in place of the holding of retainage per invoice the bond must be submitted with the contract forms.

(g) **Prime Contractor LEAP Utilization Form** (Section 4.14).
SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITES

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

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

REQUEST FOR BIDS SPECIFICATION NO. PT14-0698F
Transmission and Distribution Augmented Tree Trimming Crews

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

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

NON-COLLUSION DECLARATION

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

Bidder/Proposer’s Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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


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

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
CITY OF TACOMA
Finance/Purchasing Division
SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      d. An electrical contractor license, if required by Chapter 19.28 RCW;

      e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

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

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, Wednesday, January 21, 2015. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

MAIL
City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007
Fax: 253-502-8372
E-mail: bids@cityoftacoma.org

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City’s Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $200,000 and by Contracts and Awards Board for contracts greater than $200,000.
State Responsibility and Reciprocal Bid Preference Information

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

Number: ______________________
Effective Date: ________________
Expiration Date: _______________

Current Washington Unified Business Identifier (UBI) number:

Number: ______________________

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

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:

Number: ______________________
☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: ______________________
☐ Not Applicable

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

☐ 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: ______________________

Revised: 07/20/07, 04/09/12
**Proposition Pricing Sheet**

Bids will be evaluated per Section 4.16. Totals may not reflect the authorized amount of funds for tree trimming that are requested of the Utility Board.

<table>
<thead>
<tr>
<th>Item #</th>
<th>ITEMS</th>
<th>Estimated Hours</th>
<th>Cost Per Hour @ Regular Time</th>
<th>Cost Per Hour @ Overtime</th>
<th>Cost Per Hour @ Storm Rate (Section 4.01.8A)</th>
<th>Total (Regular Time Hours X Estimated Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Standard Crew Power Line Clearance Tree Trimmer In Charge and Groundperson, Operator, or Apprentice. 50-55 ft Articulating Man-Lift, 2-1/2 Ton Enclosed Dump Truck, Self Feed Chipper.</td>
<td>3,300</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td><strong>B</strong></td>
<td>Extra-Height Crew Power Line Clearance Tree Trimmer In Charge and Groundperson, Operator, or Apprentice. 60-70 ft Articulating Man-Lift, 2-1/2 Ton Enclosed Dump Truck, Self Feed Chipper.</td>
<td>18,200</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td><strong>C</strong></td>
<td>Climbing Crew Power Line Clearance Tree Trimmer In Charge and Groundperson, Operator, or Apprentice. 2-1/2 Ton Enclosed Dump Truck, Self Feed Chipper.</td>
<td>2,000</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$_______</td>
</tr>
</tbody>
</table>

Note – Sales Tax does not apply to Electrical Utility directed Tree Trimming Services as defined in WAC 458-20-226 Rule 3f

| 2<sup>nd</sup> Year Escalation:  | Escalation percentage for **contract 2<sup>nd</sup> year**, to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3. | % |
| 3<sup>rd</sup> Year Escalation:  | Escalation percentage for **contract 3<sup>rd</sup> year**, to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. Per Section 4.04.2 – This single one year contract extension may be considered subject to mutual agreement per the same contract terms and conditions. | % |
### PROPOSAL PRICING SHEET – ADDITIONAL PERSONNEL ITEMS

The following line items are intended to be added and/or subtracted from crew structure items A,B & C or assembled and itemized for specific work as directed by Tacoma Power:

<table>
<thead>
<tr>
<th>Item #</th>
<th>ADDITIONAL PERSONNEL ITEMS (Section 4.01.2E.1)</th>
<th>COST PER HOUR REGULAR TIME</th>
<th>COST PER HOUR OVERTIME</th>
<th>COST PER HOUR STORM RATE (Section 4.01.8A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Power Line Clearance Tree Trimmer – In Charge</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>2</td>
<td>Power Line Clearance Tree Trimmer</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>3</td>
<td>4th Step Apprentice</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>4</td>
<td>3rd Step Apprentice</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>5</td>
<td>2nd Step Apprentice</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>6</td>
<td>1st Step Apprentice</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>7</td>
<td>Tree Equipment Operator</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>8</td>
<td>Tree Trimmer Ground-person</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>9</td>
<td>Trackhoe Mower with operator &amp; Ground-person</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>10</td>
<td>ISA Certified Arborist w/ Transportation (See Section 4.01.2F)</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>11</td>
<td>Flagger (Not to include travel time per Section 4.11.1)</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
<tr>
<td>12</td>
<td>2 Person Spray Crew w/ Transportation</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
<td>$___________ $___________</td>
</tr>
</tbody>
</table>
## PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS

<table>
<thead>
<tr>
<th>Item #</th>
<th>ADDITIONAL EQUIPMENT ITEMS (Section 4.01.2E.2)</th>
<th>COST PER HOUR REGULAR TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>50-55 Foot Articulated Man-Lift</td>
<td>$_____________</td>
</tr>
<tr>
<td>14</td>
<td>60-70 Foot Articulated Man-Lift</td>
<td>$_____________</td>
</tr>
<tr>
<td>15</td>
<td>80-92 Foot Articulated Man-Lift</td>
<td>$_____________</td>
</tr>
<tr>
<td>16</td>
<td>105 Foot Articulated Man-Lift</td>
<td>$_____________</td>
</tr>
<tr>
<td>17</td>
<td>150 Foot Articulated Man-Lift</td>
<td>$_____________</td>
</tr>
<tr>
<td>18</td>
<td>Off-Road (all terrain) 75 ft. max working height Man-lift (Bucket Truck)</td>
<td>$_____________</td>
</tr>
<tr>
<td>19</td>
<td>Self-Feed Chipper</td>
<td>$_____________</td>
</tr>
<tr>
<td>20</td>
<td>2-½ Ton Dump Truck</td>
<td>$_____________</td>
</tr>
<tr>
<td>21</td>
<td>Skid Steer Mower w/ Truck &amp; Trailer</td>
<td>$_____________</td>
</tr>
<tr>
<td>22</td>
<td>Hi-Level mobile sign board (traffic control)</td>
<td>$_____________</td>
</tr>
<tr>
<td>23</td>
<td>Trackhoe Mower (item #9) Mobilization (See Section 4.01.2D.5)</td>
<td>$___________</td>
</tr>
<tr>
<td>24</td>
<td>Trackhoe Mower (item #9) Mobilization Vehicle w/operator (See section 4.01.2D.6)</td>
<td>$___________</td>
</tr>
</tbody>
</table>
PROPOSAL CONDITIONS SHEET

The City requires that Respondents determine the cost of compliance with the City’s terms and conditions, and include such costs into the unit prices of the items in the Respondent’s submittal. Unless a bid responds to the specification in all material respects, it is not a responsive bid.

1. Does your submittal make any restrictions or take any exceptions to the conditions or provisions outlined in this Specification?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Identify below all exceptions, restrictions, or conditions to the requirements of this Specification. Note that any such limitations may result in rejection of your submittal as non-responsive.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
PROPOSAL – QUALIFICATIONS SHEET

SBE QUALIFICATION

Is your firm listed as a Small Business Enterprise (SBE) with the City of Tacoma? (See Section 4.13).

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

BONDING REQUIREMENTS

Can your firm obtain a Surety/Performance Bond for twenty five percent (25%) of the dollar amount awarded as required in Section 2.01.B and 4.07.2? If not, what is the maximum amount of Surety/Performance Bond that your firm can obtain?

$__________________________

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

BUSINESS INFORMATION

1. What are your normal business hours? __________________________________________

2. Can your firm provide an on-call phone number for use by Tacoma Power during hours outside your normal business hours?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

3. State the number of years your firm has been providing power line vegetation clearance in a similar scope to that outlined in this Specification.

| Years |
**CONTRACTOR’S RECORD OF PRIOR CONTRACTS**

A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below. (See section 4.08.1)

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Contract Term (Year to Year)</th>
<th>Contract Value ($)</th>
<th>Contract Reference (Name)</th>
<th>Phone Number / Email</th>
<th>Description of Work Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Page 22 of 214
**LIST OF EQUIPMENT**

In the space below or on a separate sheet the bidder must provide a list of equipment to be utilized for work during the contract term. (See section 4.01.2D.1)

<table>
<thead>
<tr>
<th>Equipment Number <em>(or detailed description)</em></th>
<th>Year of Manufacture</th>
<th>Man-Lift</th>
<th>Dump Truck</th>
<th>Chipper</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If the Equipment Number is not obtainable a detailed description will be acceptable.*
#1 Please use your (2014) OSHA 300 Log to complete the following information:

<table>
<thead>
<tr>
<th>Safety Questionnaire</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of non-disabling accidents</td>
<td></td>
</tr>
<tr>
<td>Number of lost workday accidents</td>
<td></td>
</tr>
<tr>
<td>Number of fatalities</td>
<td></td>
</tr>
<tr>
<td>Your company’s lost time incident rate</td>
<td></td>
</tr>
</tbody>
</table>

#2 Average number of employees in your company last year

- Average number of employees in your company last year
- Highest number of employees at any one time last year
- Employee man hours worked last year

#3 Please list your company’s Worker’s Compensation Experience Modification Rate for the most recent three years:

- 2014
- 2013
- 2012

#4 Does your company have an accident prevention program/manual that includes an emergency action plan?

- Yes
- No

If so, is it project or site specific?

- Project
- Site

#5 The following questions address your safety program:

- Does your company have a formal policy concerning safety?
  - Yes
  - No

- If requested may we obtain a copy of the policy?
  - Yes
  - No

- Does your company have safety person / officer?
  - Yes
  - No

- If so, where is this person located on site or at corporate office?
  - On site
  - Office

- What percentage of the time does this person spend on safety?
  - %

- Does your company conduct on-site safety inspections?
  - Yes
  - No

- If so, how often?
  - / mo

- Does your company hold craft “tool box” safety meetings?
  - Yes
  - No

- If so, how often are they held?
  - / mo
#6 The following questions concern your corporate training & programs:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does your company have an orientation program for new hires?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a training program for newly hired or promoted foremen?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are your employees trained in First Aid and CPR?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How often is updated training offered?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What percentage of employees are trained?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a written program for bloodborne pathogens?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If so, who is responsible for training?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a substance abuse program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your company conduct drug testing?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#7 Do all employees have a valid driver license and a Commercial driver license, when required?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SAFETY PLAN

In the space below or on a separate sheet the bidder must provide a comprehensive safety plan addressing the following requirements. (See Section 4.09.1)

- List of names and contact information for supervisory and management staff concerning safety related issues.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- A process for addressing safety issues brought to the attention of the contractor by Tacoma Power.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
SBE
REGULATIONS
AND FORMS
SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

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

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

IMPORTANT NOTE:

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

SBE GOAL: This project involves a number of small scopes of work (trimming and removing trees and other vegetation) that contain little opportunity for subcontracting. Due to its size and nature, the SBE office has determined zero (0) SBE goals will be included.

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

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

CCD/SBE: PT14-0698F - T&D Augmented Tree Trimming
Date of Record: 12/22/14
# PRIME CONTRACTOR'S PRE-WORK FORM

**Company Name**

**Telephone**

**Address/City/State/Zip Code**

<table>
<thead>
<tr>
<th>Specification Number</th>
<th>Specification Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## JOB CATEGORIES

**Specify**

<table>
<thead>
<tr>
<th>Officer / Managers</th>
<th>TOTAL EMPLOYEES</th>
<th>TOTAL MINORITY EMPLOYEES</th>
<th>BLACK</th>
<th>ASIAN</th>
<th>AMERICAN INDIAN</th>
<th>HISPANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
</tr>
<tr>
<td>Supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office / Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Apprentices        |                     |                          |       |       |                 |          |
| Trainees           |                     |                          |       |       |                 |          |

| TOTALS             |                     |                          |       |       |                 |          |

## CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

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

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

| TOTALS             |                     |                          |       |       |                 |          |

**Type or Print Name of Responsible Officer / Title**

**Signature of Responsible Officer**

**Date**

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

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

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

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

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

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

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

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

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

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

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

SMALL BUSINESS ENTERPRISE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
1.07.030 Discrimination prohibited.
A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftsmen 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 craftsmen for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

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

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

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

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

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

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

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

4. The company can demonstrate that it also meets at least one of the following additional requirements:

a. The company’s business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or

b. The company’s business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
c. The company’s business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or
d. The company’s business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

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

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

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

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

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

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


1.07.060 Program requirements.

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

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

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

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

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

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

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

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

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

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


1.07.070 Evaluation of submittals.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
b. Evaluation and selection of submittals in response to requests for proposals; and
c. Selection of contractors from pre-qualified roster(s).

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

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

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


1.07.080 Contract compliance.

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

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

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

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

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


1.07.090 Program monitoring.

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

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


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


1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor’s bid bond and/or performance bond;
2. Publish notice of the contractor’s noncompliance;
3. Cancel, terminate, or suspend the contractor’s contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 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 SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s development of a plan for compliance acceptable to the Director.


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

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

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

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

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

LEAP REGULATIONS AND FORMS
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)
INSTRUCTIONS AND GOAL FORM

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

LEAP REQUIREMENTS & PROCEDURES:

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

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

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

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

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

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

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

05 2013/DC
CITY OF TACOMA

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

I. PURPOSE

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. LEAP goals

A. Utilization Goals.

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

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

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

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

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

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

B. Adjustments.

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

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

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

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

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

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

C. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:
<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>90% - 99%</td>
<td>$ 2.00</td>
</tr>
<tr>
<td>75% to 89%</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>50% to 74%</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>1% to 49%</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>0%</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

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

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

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

D. LEAP Reports.

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

E. LEAP Goal Adjustments.

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

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

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

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

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

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

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

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

IV. MISCELLANEOUS PROVISIONS

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

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

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

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

CITY OF TACOMA

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

By ___________________________ 5/31/13
William A. Gaines, Director of Utilities/CEO
<table>
<thead>
<tr>
<th>Street</th>
<th>Range</th>
<th>Index</th>
<th>Street</th>
<th>Range</th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Street</td>
<td>800-1499</td>
<td>616.01</td>
<td>Buxi Street</td>
<td></td>
<td>602</td>
</tr>
<tr>
<td></td>
<td>1500-2099</td>
<td>602</td>
<td>E C Street</td>
<td>2400-2999</td>
<td>602</td>
</tr>
<tr>
<td></td>
<td>2100-2398 (even)</td>
<td>616.02</td>
<td>S C Street</td>
<td>1900-3099</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>2101-2399 (odd)</td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2400-3099</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Ainsworth Street</td>
<td>500-1899</td>
<td>613</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td>Canal Street</td>
<td></td>
<td>602</td>
</tr>
<tr>
<td>S Alaska Street</td>
<td>2000-2899</td>
<td>617</td>
<td>S Cedar Street</td>
<td>1900-2799 (odd)</td>
<td>617</td>
</tr>
<tr>
<td>Alexander Avenue</td>
<td>602</td>
<td>Center Street</td>
<td>601-2099 (odd)</td>
<td>617</td>
<td></td>
</tr>
<tr>
<td>Althiemer Street</td>
<td>1100-2799</td>
<td>614</td>
<td>Chandler Street</td>
<td>2800-2899</td>
<td>617</td>
</tr>
<tr>
<td>(formerly G Street)</td>
<td></td>
<td></td>
<td>City Waterway</td>
<td></td>
<td>602</td>
</tr>
<tr>
<td>S Anderson Street</td>
<td>1900-2799</td>
<td>617</td>
<td>Cleveland Way</td>
<td></td>
<td>602</td>
</tr>
<tr>
<td>E Arlington Drive</td>
<td></td>
<td>940006</td>
<td>Cliff Avenue</td>
<td></td>
<td>616.01</td>
</tr>
<tr>
<td>South Ash Street</td>
<td>1900-2899</td>
<td>617</td>
<td>E Columbia Avenue</td>
<td>940007</td>
<td></td>
</tr>
<tr>
<td>Ashton Way</td>
<td>602</td>
<td></td>
<td>S Commerce Street</td>
<td>700-1499</td>
<td>616.01</td>
</tr>
<tr>
<td>E B Street</td>
<td>2200-2399</td>
<td>602</td>
<td></td>
<td>1500-3099</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>2400-3098 (even)</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2401-3099 (odd)</td>
<td>602</td>
<td>Court A</td>
<td></td>
<td>616.01</td>
</tr>
<tr>
<td>S Baker Street</td>
<td>601-699 (odd)</td>
<td>616.01</td>
<td>Court C</td>
<td>400-1499</td>
<td>616.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1500-2299</td>
<td>616.02</td>
</tr>
<tr>
<td>Bay Street</td>
<td>1500-2599</td>
<td>602</td>
<td>Court D</td>
<td>650-1499</td>
<td>616.01</td>
</tr>
<tr>
<td></td>
<td>2600-2898 (even)</td>
<td>940007</td>
<td></td>
<td>1555-2499</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>2601-2601 (odd)</td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blair Waterway</td>
<td>602</td>
<td></td>
<td>Court E</td>
<td>700-1499</td>
<td>616.01</td>
</tr>
<tr>
<td>Boundary Street</td>
<td>2800-2899</td>
<td>617</td>
<td></td>
<td>1500-2499</td>
<td>616.02</td>
</tr>
<tr>
<td>Broadway</td>
<td>400-1499</td>
<td>616.01</td>
<td>Court F</td>
<td></td>
<td>614</td>
</tr>
<tr>
<td></td>
<td>1500-1799</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Brotman Way</td>
<td>602</td>
<td></td>
<td>S Cushman Avenue</td>
<td>400-1889</td>
<td>613</td>
</tr>
<tr>
<td>Browning Street</td>
<td>940007</td>
<td></td>
<td></td>
<td>1900-2899</td>
<td>617</td>
</tr>
<tr>
<td>Street Name</td>
<td>Low Address</td>
<td>High Address</td>
<td>Area Code</td>
<td>Zip Code</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------</td>
<td>--------------</td>
<td>-----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>E D Street</td>
<td>001-2999</td>
<td>602</td>
<td>E Grandview Avenue</td>
<td>3000-3799</td>
<td>940007</td>
</tr>
<tr>
<td></td>
<td>2800-3099</td>
<td>616.02</td>
<td>S Grant Avenue</td>
<td>3800-5599</td>
<td>940006</td>
</tr>
<tr>
<td>S Delin Street</td>
<td>200-2999</td>
<td>616.02</td>
<td>S Grand Avenue</td>
<td>500-1899</td>
<td>613</td>
</tr>
<tr>
<td></td>
<td>3001-3999</td>
<td>616.02</td>
<td>E Gregory Street</td>
<td>1900-2899</td>
<td>617</td>
</tr>
<tr>
<td>Division Avenue</td>
<td>1200-2198</td>
<td>613</td>
<td>Harper Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E Division Lane</td>
<td>1600-2499</td>
<td>940007</td>
<td>E Harrison Street</td>
<td>1300-2599</td>
<td>940007</td>
</tr>
<tr>
<td>Dock Street</td>
<td>400-1498</td>
<td>616.01</td>
<td>Holgate Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>401-1499</td>
<td>602</td>
<td>Homestead Avenue</td>
<td>3800-5599</td>
<td>940006</td>
</tr>
<tr>
<td></td>
<td>1500-2399</td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East E Street</td>
<td>200-2999</td>
<td>602</td>
<td>S Hood Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td>East Side Road</td>
<td></td>
<td>602</td>
<td>S Hosmer Street</td>
<td>1400-1899</td>
<td>613</td>
</tr>
<tr>
<td>Everett Avenue</td>
<td></td>
<td>940006</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E F Street</td>
<td>200-2999</td>
<td>602</td>
<td>Hylebos Creek</td>
<td>Waterway</td>
<td>602</td>
</tr>
<tr>
<td>E Fairbanks Street</td>
<td>1301-1599</td>
<td>940007</td>
<td>E J Street</td>
<td>1100-2799</td>
<td>602</td>
</tr>
<tr>
<td></td>
<td>1600-2499</td>
<td>940007</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faris Drive</td>
<td></td>
<td>940006</td>
<td>S I Street</td>
<td>700-1899</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1900-2899</td>
<td>617</td>
</tr>
<tr>
<td>Fawcett Avenue</td>
<td>700-1499</td>
<td>616.01</td>
<td>E J Street</td>
<td>1100-2799</td>
<td>602</td>
</tr>
<tr>
<td></td>
<td>1500-3099</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Ferry Street</td>
<td>600-2899</td>
<td>613</td>
<td>S J Street</td>
<td>700-1899</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td></td>
<td>1900-2899</td>
<td>617</td>
</tr>
<tr>
<td>S Fife Street</td>
<td>1900-2799</td>
<td>617</td>
<td>Jefferson Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E G Street</td>
<td>1100-2949</td>
<td>602</td>
<td>S Junett Street</td>
<td>1900-2799</td>
<td>617</td>
</tr>
<tr>
<td>S G Street</td>
<td>700-1099</td>
<td>614</td>
<td>E K Street</td>
<td>1100-2799</td>
<td>602</td>
</tr>
<tr>
<td></td>
<td>1100-1299</td>
<td>614</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Now Altherimer Street)</td>
<td>1300-1899</td>
<td>614</td>
<td>S K Street</td>
<td>700-1899</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td>(Martin Luther King, Jr. Way)</td>
<td>1900-2899</td>
<td>617</td>
</tr>
<tr>
<td>Address</td>
<td>Range</td>
<td>Postal Code</td>
<td>Notes</td>
<td>Postal Code</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>E George Street</td>
<td>1600-2499</td>
<td>940007</td>
<td>Kent Street</td>
<td>940006</td>
<td></td>
</tr>
<tr>
<td>E L Street</td>
<td>1100-2799</td>
<td>602</td>
<td>Olympic Street</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>S L Street</td>
<td>300-698 (even)</td>
<td>613</td>
<td>Pacific Avenue</td>
<td>400-1499</td>
<td></td>
</tr>
<tr>
<td></td>
<td>700-1898 (even)</td>
<td>613</td>
<td></td>
<td>1500-1699</td>
<td></td>
</tr>
<tr>
<td></td>
<td>701-1899 (odd)</td>
<td>614</td>
<td></td>
<td>1700-2098</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td></td>
<td>1702-2099</td>
<td></td>
</tr>
<tr>
<td>Lincoln Avenue</td>
<td></td>
<td>602</td>
<td>S Pine Street</td>
<td>1900-2799</td>
<td></td>
</tr>
<tr>
<td>E M Street</td>
<td>1100-2799</td>
<td>602</td>
<td>Pioneer Way</td>
<td>940007</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2801-3535 (odd)</td>
<td>940007</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S M Street</td>
<td>300-1899</td>
<td>613</td>
<td>Port Industrial</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1290-2899</td>
<td>617</td>
<td>Waterway (Blair)</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>Marc Avenue</td>
<td></td>
<td>602</td>
<td>Port of Tacoma Road</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>Marine View Drive</td>
<td>100-6198</td>
<td>602</td>
<td>Portland Avenue</td>
<td>2400-2749</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2750-3536</td>
<td></td>
</tr>
<tr>
<td>Market Street</td>
<td>700-1499</td>
<td>616.01</td>
<td></td>
<td>3539-3799</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1500-3099</td>
<td>616.02</td>
<td></td>
<td>3801-3999</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4001-5199</td>
<td></td>
</tr>
<tr>
<td>Marshall Avenue</td>
<td></td>
<td>602</td>
<td>S Prospect Street</td>
<td>1900-2799</td>
<td></td>
</tr>
<tr>
<td>Maxwell Way</td>
<td></td>
<td>602</td>
<td>Puyallup Avenue</td>
<td>100-198 (even)</td>
<td>602</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>101-199 (odd)</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200-1598</td>
<td>602</td>
</tr>
<tr>
<td>McKinley Avenue</td>
<td>1100-2899</td>
<td>602</td>
<td>Puyallup Waterway</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>Middle Waterway</td>
<td></td>
<td>602</td>
<td>E Q Street</td>
<td>1100-2749</td>
<td></td>
</tr>
<tr>
<td>Milwaukee Way</td>
<td></td>
<td>602</td>
<td>E R Street</td>
<td>2800-3799</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3800-5299</td>
<td></td>
</tr>
<tr>
<td>Minneapolis Street</td>
<td></td>
<td>602</td>
<td>Railroad Way</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>E Morton Street</td>
<td>1300-2599</td>
<td>940007</td>
<td>Reardon Drive</td>
<td>940006</td>
<td></td>
</tr>
<tr>
<td>E N Street</td>
<td>1100-2749</td>
<td>602</td>
<td></td>
<td>3800-5599</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2750-3536</td>
<td>940007</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal Street</td>
<td></td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O Street</td>
<td>1100-2749</td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address Category</td>
<td>Address Range</td>
<td>Zip Code</td>
<td>Address</td>
<td>City</td>
<td>Code</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------</td>
<td>----------</td>
<td>-------------------------------</td>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td>S Tacoma Avenue</td>
<td>700-1898 (even)</td>
<td>614</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Tacoma Way</td>
<td>200-599</td>
<td>616.02</td>
<td>Williams Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Sprague Avenue</td>
<td>600-1899</td>
<td>613</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td>S Yakima Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Helens Avenue</td>
<td>401-599 (odd)</td>
<td>616.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-999</td>
<td>616.01</td>
<td>Young Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Paul Avenue</td>
<td></td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Stadium Way</td>
<td>400-699</td>
<td>616.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S State Street</td>
<td>601-1899 (odd)</td>
<td>613</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1900-2899</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S Steele Street</td>
<td>1900-2899</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stewart Street</td>
<td></td>
<td>602</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TACOMA COMMUNITY EMPOWERMENT ZONE

## ADDRESS INDEX

City of Tacoma

<table>
<thead>
<tr>
<th>Street</th>
<th>Lower Bound</th>
<th>Upper Bound</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>E T Street</td>
<td>2800-3799</td>
<td>940007</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3800-5599</td>
<td>940006</td>
<td></td>
</tr>
<tr>
<td>S Tacoma Avenue</td>
<td>701-1499 (odd)</td>
<td>616.01</td>
<td></td>
</tr>
<tr>
<td>E 3rd Street</td>
<td>602</td>
<td>E 30th Street</td>
<td>100-199</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>200-599</td>
</tr>
<tr>
<td>E 7th Street</td>
<td>602</td>
<td></td>
<td>1300-2199</td>
</tr>
<tr>
<td>E 10th Street</td>
<td>602</td>
<td>E 31st Street</td>
<td>1300-2699</td>
</tr>
<tr>
<td>E 11th Street</td>
<td>100-149</td>
<td>616.01</td>
<td>E 32nd Street</td>
</tr>
<tr>
<td></td>
<td>150-4225</td>
<td>602</td>
<td>E 34th Street</td>
</tr>
<tr>
<td>E 12th Street</td>
<td>602</td>
<td>E 35th Street</td>
<td>1300-2699</td>
</tr>
<tr>
<td>E 14th Street</td>
<td>602</td>
<td>E 36th Street</td>
<td>1300-2699</td>
</tr>
<tr>
<td>E 15th Street</td>
<td>100-198 (even)</td>
<td>602</td>
<td>E 37th Street</td>
</tr>
<tr>
<td></td>
<td>101-199 (odd)</td>
<td>616.02</td>
<td>E 38th Street</td>
</tr>
<tr>
<td></td>
<td>200-4199</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>E 17th Street</td>
<td>602</td>
<td>1601-2599 (odd)</td>
<td>940007</td>
</tr>
<tr>
<td>E 18th Street</td>
<td>602</td>
<td>E 39th Street</td>
<td>1600-2599</td>
</tr>
<tr>
<td>E 19th Street</td>
<td>602</td>
<td>E 40th Street</td>
<td>1600-2599</td>
</tr>
<tr>
<td>E 21st Street</td>
<td>602</td>
<td>E 41st Street</td>
<td>1600-2599</td>
</tr>
<tr>
<td>E 22nd Street</td>
<td>602</td>
<td>E 42nd Street</td>
<td></td>
</tr>
<tr>
<td>E 23rd Street</td>
<td>602</td>
<td>E 43rd Street</td>
<td>1600-2599</td>
</tr>
<tr>
<td>E 25th Street</td>
<td>100-199</td>
<td>616.02</td>
<td>E 44th Street</td>
</tr>
<tr>
<td></td>
<td>200-1599</td>
<td>602</td>
<td>E 45th Street</td>
</tr>
<tr>
<td>E 26th Street</td>
<td>100-199</td>
<td>616.02</td>
<td>E 46th Street</td>
</tr>
<tr>
<td></td>
<td>200-1740</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td>E 27th Street</td>
<td>100-199</td>
<td>616.02</td>
<td>E 47th Street</td>
</tr>
<tr>
<td></td>
<td>200-1849</td>
<td>602</td>
<td>E 48th Street</td>
</tr>
<tr>
<td>E 28th Street</td>
<td>100-199</td>
<td>616.02</td>
<td>E 49th Street</td>
</tr>
<tr>
<td></td>
<td>200-1099</td>
<td>602</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1300-2000</td>
<td>940007</td>
<td></td>
</tr>
</tbody>
</table>

Page 56 of 214
<table>
<thead>
<tr>
<th>Address</th>
<th>Start-End</th>
<th>Zip Code</th>
<th>Address</th>
<th>Start-End</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>E 29th Street</td>
<td>100-199</td>
<td>916.02</td>
<td>E 50th Street</td>
<td>1600-2599</td>
<td>940006</td>
</tr>
<tr>
<td></td>
<td>200-749</td>
<td>902</td>
<td>E 51st Street</td>
<td>1600-2599</td>
<td>940006</td>
</tr>
<tr>
<td></td>
<td>1300-2000</td>
<td>940007</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E 52nd Street</td>
<td>1600-2599</td>
<td>940006</td>
<td>S 12th Street</td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>E 53rd Street</td>
<td>1700-2599</td>
<td>940006</td>
<td>S 13th Street</td>
<td>100-599</td>
<td>616.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td>E 54th Street</td>
<td>1700-2599</td>
<td>940006</td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>E 55th Street</td>
<td>1900-2599</td>
<td>940006</td>
<td>S 14th Street</td>
<td>100-599</td>
<td>616.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td>E 56th Street</td>
<td>1900-2599</td>
<td>940006</td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>49th Avenue N.E.</td>
<td>100-1699</td>
<td>602</td>
<td>S 15th Street</td>
<td>100-598</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(even)</td>
<td>616.01</td>
</tr>
<tr>
<td>S 4th Street</td>
<td>100-398</td>
<td>616.01</td>
<td></td>
<td>101-599</td>
<td>616.01</td>
</tr>
<tr>
<td></td>
<td>(even)</td>
<td></td>
<td></td>
<td>(odd)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1200-1399</td>
<td>613</td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>S 5th Street</td>
<td>100-399</td>
<td>616.01</td>
<td>S 16th Street</td>
<td>100-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>1220-1599</td>
<td>613</td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>6th Avenue</td>
<td>300-399</td>
<td>616.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1200-1999</td>
<td>613</td>
<td>S 17th Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td>2000-2199</td>
<td>613</td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td>S 7th Street</td>
<td>100-499</td>
<td>616.01</td>
<td>S 18th Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>500-598</td>
<td>616.01</td>
<td></td>
<td>600-1199</td>
<td>614</td>
</tr>
<tr>
<td></td>
<td>(even)</td>
<td></td>
<td></td>
<td>1200-2199</td>
<td>613</td>
</tr>
<tr>
<td></td>
<td>600-1198</td>
<td>614</td>
<td>S 19th Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>1200-2199</td>
<td>613</td>
<td></td>
<td>600-1198</td>
<td>614</td>
</tr>
<tr>
<td>S 8th Street</td>
<td>100-599</td>
<td>616.01</td>
<td>S 19th Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>600-1199</td>
<td>614</td>
<td></td>
<td>601-1199</td>
<td>617</td>
</tr>
<tr>
<td></td>
<td>1200-2199</td>
<td>613</td>
<td></td>
<td>1200-2199</td>
<td>617</td>
</tr>
<tr>
<td>S 9th Street</td>
<td>100-599</td>
<td>616.01</td>
<td></td>
<td>1201-2199</td>
<td>613</td>
</tr>
<tr>
<td></td>
<td>600-1199</td>
<td>614</td>
<td>S 20th Street</td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>1200-2199</td>
<td>613</td>
<td></td>
<td>2200-3098</td>
<td>617</td>
</tr>
<tr>
<td>S 10th Street</td>
<td>100-599</td>
<td>616.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-1199</td>
<td>614</td>
<td>S 21st Street</td>
<td>100-198</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>1200-2199</td>
<td>613</td>
<td></td>
<td>101-199</td>
<td>602</td>
</tr>
<tr>
<td>S 11th Street</td>
<td>100-599</td>
<td>616.01</td>
<td></td>
<td>200-599</td>
<td>616.02</td>
</tr>
<tr>
<td></td>
<td>600-1199</td>
<td>614</td>
<td></td>
<td>600-3099</td>
<td>617</td>
</tr>
<tr>
<td>Street Name</td>
<td>Range</td>
<td>Code</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>-----------</td>
<td>------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 12th Street</td>
<td>100-599</td>
<td>616.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-1199</td>
<td>614</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 23rd Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-3099</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 24th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-3099</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 25th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-3099</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 26th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-1316</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 27th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-1316</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 28th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>600-2399</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2401-3099 (odd)</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3101-4399 (odd)</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 29th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 30th Street</td>
<td>100-599</td>
<td>616.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S 31st Street</td>
<td>600-3339</td>
<td>617</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LEAP

Document 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
- **Prime Contractor LEAP Utilization Plan**: to be submitted at the Pre-Construction Meeting *(Required by Prime Contractor Only)*
- **LEAP Employee Verification Form**: to be submitted on an ongoing basis for each qualified LEAP employee
- **LEAP Weekly Payroll Report**: must be attached and filled out to the front of each certified payroll
- **CEZ Map, Community Empowerment Zone Address Index, Address Index**: 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 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
- **Local Resident/Pierce County (State – Approved) Apprentice Verification Form**: to be submitted on an ongoing basis for each qualified LEAP employee
- **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email pguzman@cityoftacoma.org.
LEAP
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM
ABBREVIATED PROGRAM REQUIREMENTS

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

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents. It requires Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans and/or residents of Tacoma. Compliance may be met through any combination LEAP-Qualified employees. The Prime Contractor shall be solely responsible for meeting the LEAP Utilization Goal requirements. Exceptions are noted below under “LEAP PROGRAM REQUIREMENTS, 1.a. and 1.b.”

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Program at (253) 591-5826, Fax (253) 591-5232, or e-mail pguzman@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. LEAP UTILIZATION GOAL (LUG): The Contractor is required to ensure that 15 percent of the total labor hours worked on the project are performed by residents of Tacoma and/or Pierce County apprentices (SAC) youth and/or veterans. In addition, 25% of the LUG must be satisfied by residents of Community Empowerment Zone. The City of Tacoma’s Project Engineer, in consultation with the LEAP Coordinator, determines the LUG for each qualifying Building, Civil or Service project. The LUG is reflected in the specification.

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

1.b. **Exceptions: The Tacoma Target Areas are eliminated. Tacoma Youth and Veterans and Pierce County Youth and Veterans are added per definitions below.

2. LEAP-QUALIFIED EMPLOYEE DEFINITION:

- Tacoma Resident: shall mean any worker residing within the geographic boundaries of the City of Tacoma.
- Tacoma Community Empowerment Zone Resident shall mean any worker living in the City of Tacoma Community Empowerment Zone.
- Pierce County Apprentice, Youth, or Veteran shall mean any worker who lives in Pierce County and is: an apprentice approved by the Washington State Apprenticeship Council, a Youth 18 to 24 years of age, a Veteran who served for any length of time in any military service branch.
- Tacoma Power Hydro Project Areas Resident: shall mean any worker employed on the Cowlitz, Cushman, Wynoochee and Nisqually Hydroelectric projects who resides in Lewis, Mason, Grays Harbor, Pierce or Thurston Counties.
- Tacoma Water Green River Headworks or Watershed Area Resident or King County Apprentice: shall mean any worker employed on the Tacoma Water Green River Headworks or Watershed projects that resides in Seattle’s Duwamish and White Center (CEZ) or is a registered King County Apprentice.
3. **LEAP EMPLOYEE CREDITS:** Contractors shall receive labor hour credit for satisfaction of the LUG for the following employees:
   - Resident of Tacoma, Resident of Tacoma Power Hydro Project Areas and Pierce County Apprentices, Youth, Veterans, or King County Apprentices: The number of hours worked by these employees shall be multiplied by 1;
   - City of Tacoma Apprentice, Youth or Veteran: The number of hours worked by these employees shall be multiplied by 1.5;
   - Resident of City of Tacoma Community Empowerment Zone or Seattle’s Duwamish and White Center Community Empowerment Zone: The number of hours worked by these employees shall be multiplied by 2;

4. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG.

5. **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  *Penalty may be waived in the best interests of the City of Tacoma.
   - 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

**LEAP DOCUMENT SUBMITTALS**:

1. **PRIME CONTRACTOR LEAP UTILIZATION PLAN (PCLUP):** The Contractor is required to provide the *PCLUP* at the Pre-Construction meeting showing the 15% LUG to be achieved for the project. The Contractor must identify in the *PCLUP* the estimated labor hours to be worked on the project by trade/craft persons.

2. **LEAP EMPLOYEE VERIFICATION FORM:** The Contractor must provide the LEAP Office with a form for every person whom the contractor will claim credit towards meeting the LUG with at least one piece of verifying documentation.

3. **LEAP WEEKLY PAYROLL REPORT:** The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting to the LEAP Office for review.

4. **WEEKLY CERTIFIED PAYROLL:** 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.

5. **L&I STATEMENT OF INTENT TO PAY PREVAILING WAGE FORM:** The LEAP Office shall be provided with a copy for every contractor on the project.

6. **L&I AFFIDAVIT OF WAGES PAID FORM:** The LEAP Office shall be provided with a copy for every contractor on the project.

**WITHHOLDING PROGRESS PAYMENTS:** The LEAP Coordinator may withhold progress payments for failure to submit required forms.
## PRIME CONTRACTOR
### LEAP UTILIZATION PLAN

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

<table>
<thead>
<tr>
<th>Part A</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>Date:</td>
</tr>
<tr>
<td>Specification Number:</td>
<td>Contract/Work Order Number(s):</td>
</tr>
</tbody>
</table>

**Part B**

| Trade or Craft | City of Tacoma Resident | Pierce County Apprentice, Youth, and/or Veteran | City of Tacoma Apprentice, Youth, and/or Veteran | Tacoma Community Empowerment Zone Resident | For Hydro Projects | For Watershed Projects | Hydro Project Area Resident (see *Counties) |  |
|---|---|---|---|---|---|---|---|
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |
| | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. | hrs. |  |

**Part C**

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

---

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

NOTE: Tacoma Youth and Veterans and Pierce County Youth and Veterans qualify on projects advertised after 05-17-13.
General Instructions for completing Prime Contractor LEAP Utilization Plan

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

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

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

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

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

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

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

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

Part C
Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal: This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.
LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: ___________________________ Specification Number: ___________________________

Project Description: ____________________________________________________________

Employee Name: ____________________________________ Craft: _____________________________

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

Social Security Number: ___________________________ Gender (optional):  ☐ MALE  ☐ FEMALE

Complete Physical Address (No PO Boxes): ______________________________________________

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

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

Age: _______ Copy of DD-214: _______

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

LEAP qualified employee categories: (check all that apply)

_____ a. Resident of the Tacoma Community Empowerment Zone

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

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

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

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

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

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

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

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

*Effective on projects advertised after 07-10-09

Signature of Employee: ____________________________________ Date: ______________________

Contractor Representative: ___________________________ Date: ______________________
LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

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

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

Driver's License with current address

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

Copy of current tax form W-4

Rental Agreement/Lease (residential)

Computer Printout From Other Government Agencies

Property Tax Records

Apprentice Registration I.D.

Food Stamp Award Letter

Housing Authority Verification

Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative: ___________________________ Date: ______________

Title: _______________________________________________
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:

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

______________________________________________________________  ________________________________

Received return of deposit in the sum of $ ________________

______________________________
INSURANCE REQUIREMENTS
INSURANCE CERTIFICATE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT</th>
<th>LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 25,000 and Under</td>
<td>$ 500,000 Combined Single Limit</td>
</tr>
<tr>
<td>$500,000 and Under</td>
<td>$1,000,000 Per Occurrence / $2,000,000 Aggregate</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>$5,000,000 Total Coverage</td>
</tr>
</tbody>
</table>

A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
1. Comprehensive General Liability
2. Automobile Liability - Hired and Non-Owned
3. Contractual Coverage
4. Broad Form Property Damage
5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
6. Any additional coverage specifically required by the City's specification

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

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

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>ADDITIONAL INSURED; INSURER LETTER</th>
<th>CANCELLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF TACOMA</td>
<td></td>
<td>&quot;Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives.&quot;</td>
</tr>
<tr>
<td>PO BOX 11007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TACOMA WA 98411-0007</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Insurance-Standard
Revised 04/24/12
DELETIONS, MODIFICATIONS, AND REFERENCES TO THE
GENERAL PROVISIONS

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

DELETE: SECTION I, Paragraphs 1.15 B

The following paragraphs of the General Provisions have been referenced or modified within Sections 4 and 5:

| 1.14 – Firm Prices/Escalation | 4.05.3 – Escalation / De-Escalation |
| 2.01 B – Surety Bond | 4.07 – Surety / Performance Bond |
| 2.10 – City of Tacoma’s Right to Terminate Contract | 4.04.3 – Contract Termination by Tacoma Power |
| 2.13 - Delivery | 4.01.8 – Contract Work Times |
| 3.09 B – Prevailing Wages | 4.15 – Prevailing Wages |
| 3.13 – Final Payment | 5.02 – Final Payment – Contract Retainage |
| | 4.06.1 – Bond In Lieu of Retainage |
GENERAL PROVISIONS

(Sections 1, 2 & 3)
GENERAL PROVISIONS
(Revised September 2014)

SECTION I - BIDDING REQUIREMENTS
SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent’s Proposal
Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed
Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out City Proposal Sheets
All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT
If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request to the particular Division of the Department of Public Utilities of the City of Tacoma for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

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

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

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

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

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

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

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

- **Personnel Inventory Form**

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

1.04 **RESPONDENT’S BOND OR CERTIFIED CHECK**

Each bid for construction must be accompanied either by a certified or cashier’s check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. All bid bonds must be signed by the person legally authorized to sign the bid. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Performance Bond and City’s receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.05 **DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE**

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

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

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

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

1.06 **CONTRACTOR’S STATE REGISTRATION NUMBER**

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent’s Washington State Contractor’s Registration No. must accompany the bid.

1.07 **BID IS NONCOLLUSIVE**

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.
1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

B. Prequalified Electrical Contractor

Certain types of electrical construction requires special expertise, experience and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

D. Correction of Ambiguities and Obvious Errors

The City reserves the right to correct obvious errors in the Respondent's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Office prior to the time of bid opening.

B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 PUBLIC UTILITY BOARD FINAL DETERMINATION

The Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a Contract after it has been awarded to the Respondent will be in breach of the agreement to enter the Contract and the Respondent's certified or cashier's check or bid bond shall be forfeited.

1.13 TAXES

A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.
B. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal
Excise Tax Exemption certificate.

C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of
Tacoma, may be subject to the City 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

Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods
of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid.
Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a
properly completed invoice and until all invoiced items are received and satisfactory performance of the
Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash
discount period shall commence on the date final approval for payment is authorized.

1.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies
may purchase goods and services on this solicitation or contract in accordance with the terms and prices
indicated therein if all parties are agreeable.

1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

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

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

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

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, Department of Public Utilities, within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Surety Bond

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashiers check or cash may be substituted for the bond; however, this cash or cashiers check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

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

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

(c) Technical Provisions prevail if they are in conflict with the General Provisions.
In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.
2.03 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.05 INDEMNIFICATION

A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnity, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.
B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

2.06 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

B. Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.07 DELAY

A. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

2.08 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with
the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. **Guarantee for Supply Contracts**

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and 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.

2.09 **DEDUCTIONS FOR UNCORRECTED WORK**

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

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

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials.
equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.11 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.12 LEGAL DISPUTES

A. General

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

B. Attorney Fees

For contracts up to $250,000 which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be $150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday of November</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>4th Friday of November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

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

2.14 Shipping Notices and Invoices

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

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

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

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

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

2.15 Approved Equals

A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed “equal”.

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the respondent to be an "equal", the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the respondent's expense.

C. When a brand name, or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

2.16 Entire Agreement

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

2.17 Code of Ethics

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

** Balance of Page Intentionally Left Blank **
GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for this Contract) for said "changed or differing" conditions unless said City division is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at $3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 CONTRACTOR'S INSURANCE

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

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

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

B. Public Liability and Property Damage Insurance

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

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

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

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

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

C. Builder's Risk

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

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

D. Proof of Carriage of Insurance

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

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.
3.09 CONTRACTOR’S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day’s work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

B. Prevailing Wages

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

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

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the performance bond surety.
C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;

2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;

3. Material, including sales taxes pertaining to materials;

4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;

5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.
When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. Also, before final payment is made, the Contractor shall be required to:

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;

B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of $300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount 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.
SECTION IV – SPECIAL PROVISIONS

4.01 – SUMMARY OF WORK

4.01.1 – PURPOSE

The work to be performed under the provisions of this specification shall be ordinary maintenance work consisting of clearing foliage near existing Tacoma Power electrical transmission and distribution lines and such other clearing work that may be required and directed by Tacoma Power during the term of the contract. This work is intended to augment the work performed by Tacoma Power’s tree trimming crews.

The work will consist of trimming and removing trees and other vegetation, all in accordance with Tacoma Power Standards, specifications, Washington State WAC Safety Regulations, and under the general direction of Tacoma Power personnel.

4.01.2 – ACCOMPLISHMENT OF WORK

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

4.01.2A – WORKER QUALIFICATIONS

Contractor supervisors and crew members shall be qualified for and experienced in the type of work they are identified to perform. A minimum of two (2) years experience for supervisors and tree trimmers in charge is required.

4.01.2B – CREW CAPABILITY

All crew personnel shall be fit for full duty with no work restrictions. The contractor shall provide a letter of certification stating that each crew member has obtained the necessary training to meet the qualifications for their position.

4.01.2B.1 – ANNUAL QUALIFICATION SUBMITTAL

On an annual basis Tacoma Power will request from the contractor a list of qualifications for the contractor’s employees participating on this project. The qualifications for any new employees added to the contractor’s staff during the term of the contract shall be submitted prior to any work performed on this project.

4.01.2C – CREW STRUCTURE

Each tree trimming crew (Proposal items A, B & C) shall consist of:

- one (1) journey level tree trimmer in charge
- one (1) journey level tree trimmer
- one (1) groundperson, operator, or Step 1 thru 4 Apprentice

The majority of the personnel and equipment use on this contract will occur within the standard crew items A, B, & C. On occasion if the need would arise Tacoma Power could request an item from the “Additional Line Items” section of the bid rate sheet.

4.01.2C.1 – USE OF APPRENTICES IN PLACE OF TRIMMER

Only with prior approval of the Tacoma Power project manager a 3rd or 4th Step apprentice may be used in place of a journey level tree trimmer.
4.01.2D – VEHICLES, TOOLS & EQUIPMENT

As required tree trimming crews shall have available, the following equipment. Exceptions shall be approved by the Tacoma Power project manager prior to work.

<table>
<thead>
<tr>
<th>Vehicles, Tools &amp; Equipment</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combination Aerial Man-lift</td>
<td>Insulated, 360 degree, horizontal rotation boom and bucket (ladder not acceptable) and hydraulic circular trim saw. Boom must be capable of operating straight out 30-feet from side to side and be suitable for work adjacent to energized lines. Man-lift must meet applicable requirements of the American National Standard for “Vehicle Mounted Elevating and Rotating Work Platforms,” ANSI A92.2, latest revision, appendix, etc.</td>
</tr>
<tr>
<td>Brush Chipper</td>
<td>Must be a self-feed model with all shields and guards in place that produces chips suitable for landscaping mulch and use in horse barns &amp; shelters</td>
</tr>
<tr>
<td>Dump Truck</td>
<td>2-1/2 ton – Enclosed Dump</td>
</tr>
</tbody>
</table>
| Chainsaws                        | Two saws capable of cutting material up to 48 inches in diameter  
Two saws for climbing work.                                                                                                                                                                          |
| Backpack Blower                  | One (1) or equivalent                                                                                                                                                                                        |
| Cellular Phone                   | Crew Leader shall have a cellular phone available for use on the work site.                                                                                                                                 |
| Worker Tools and Equipment       | Climbing equipment, ropes, safety equipment, personal protective equipment, and other tools and equipment required to perform the work.                                                                   |
| Traffic Control                  | Sufficient cones and signs for roadside work. Cones and Signs must meet the requirements of the MUTCD and the State of Washington.                                                                         |

4.01.2D.1 – VEHICLE AGE

Unless previously approved by the Tacoma Power project manager, the vehicles used on this contract, including the chipper, **shall be less than three years old** at the onset of the contract and remain in good repair throughout the contract term. A list of the contractor’s equipment to be utilized for work during this project shall be included on the “List of Equipment” form included with this bid specification.

4.01.2D.2 – CITY’S RIGHT OF REFUSAL

The City reserves the right to refuse to allow the contractor to use vehicles, tools, or equipment which, in the opinion of the City, is inadequate, unsafe, or potentially harmful to City property.
4.01.2D.3 – ADDITIONAL VEHICLES, TOOLS OR EQUIPMENT

Under normal and expected conditions additional equipment, which the contractor provides in order to perform the job, is to be included in the bid and considered incidental to the bid price. Obtaining special equipment that may be required shall follow the procedure below:

If the work to be performed requires equipment or materials not listed in the Equipment Items 13 through 22 of the proposal sheet, and if requested by Tacoma Power, shall follow the procedure below:

- Contractor shall obtain a minimum of three (3) bids or quotes for the equipment or work to be subcontracted.
- Tacoma Power shall determine what equipment is to be used.
- The contractor shall arrange for the additional equipment or materials.
- Tacoma Power shall approve all requests for additional equipment and materials.

4.01.2D.4 – REPAIR OR REPLACEMENT

The contractor shall be prepared to repair or replace any defective or lost equipment within a reasonable time. For the period of time that a piece of equipment is not functional for its intended function the City shall not be charged. If as a result of the non-functioning equipment the crew is not able to perform quantifiable work the City shall not be charged for that time.

4.01.2D.5 – EQUIPMENT MOBILIZATION

Mobilization will be paid only on proposal sheet item #9 “trackhoe mower” when requested for less than three work weeks. Mobilization will not be paid when use time exceeds three work weeks. Mobilization to be bid as flat rate on proposal sheet item #23 which will include mobilization and demobilization to and from the Tacoma Power service area. Moving equipment within the service area does not qualify as a mobilization.

Mobilization of equipment other than line item #9 (trackhoe mower) should be included in the hourly bid rate submitted on the proposal rate sheet.

4.01.2D.6 – MOBILIZATION VEHICLE

An hourly rate will be allowed for a mobilization vehicle used for the transportation of item #9 “trackhoe mower” between work sites within the service area. The hourly rate for the mobilization vehicle (proposal sheet item #24) will include truck, trailer and operator.

4.01.2E – ADJUSTMENT TO CREW STRUCTURE

If the crew and equipment makeup differ from Crews line items A, B, or C of the proposal sheet, and is approved by the Tacoma Power project manager or inspector prior to or during the performance of work adjustments will be made as described below.
4.01.2E.1 – ADDITION/SUBTRACTION OF CREW PERSONNEL

Subtraction, and/or Addition of labor rates will be made per the unit prices listed on bid proposal sheets items 1 through 12. The per hour unit price shall be full compensation for all costs associated with the labor.

4.01.2E.2 – ADDITIONAL EQUIPMENT

Additional equipment will be added to the crew per the unit pricing submitted for items 13 through 24. The unit pricing shall be full compensation for all costs associated with the equipment. Unless otherwise approved by the Tacoma Power project manager, additional equipment will be operated by personnel in the existing crew makeup and will not require additional personnel for operation.

4.01.2F – CERTIFIED ARBORIST

The designated arborist shall be certified by the International Society of Arboriculture (ISA) and if required provided with suitable transportation for the assigned work. The arborist shall be capable of performing the following duties:

- Hazard tree analysis
- Customer notification of tree trimming and or removal
- Obtain permission slips for tree removal from private property
- Inventory trees utilizing both manual maps of electronic programs provided by Tacoma Power
- Record tree species, growth rates, trim cycles, etc.

4.01.2G – EMERGENCY NOTIFICATION

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

4.01.2G.1 – RESPONSE TO EMERGENCY EVENT OF OTHER UTILITY

The contractor must contact and receive a release from Tacoma Power prior to relocating crews from Tacoma Power’s service area in order to respond to another utility’s emergency event.

4.01.2G.2 – TACOMA POWER’S RIGHT OF REFUSAL

Tacoma Power reserves to right to decline the request if the relocation of the contractor’s crews would significantly impact Tacoma Power’s ability to respond within its service area.
4.01.3 – GENERAL WORK REQUIREMENTS

The following are the general work requirements for this contract. The acceptable performance will be determined by the performance standards of this specification. Drop crotch and directional pruning is the accepted method of Tacoma Public Utilities, but in no case will the trimming take precedence over required line clearances.

### TABLE 1

<table>
<thead>
<tr>
<th>Work Type</th>
<th>General Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Removal</td>
<td>Refer to Tacoma Power Standards:</td>
</tr>
<tr>
<td></td>
<td>(Listed in Appendix “A”)</td>
</tr>
<tr>
<td>Clearances to High Voltage Transmission Wires (Over 35,000 Volts)</td>
<td>W-TT-0002</td>
</tr>
<tr>
<td></td>
<td>W-TT-0003</td>
</tr>
<tr>
<td></td>
<td>W-TT-0004</td>
</tr>
<tr>
<td>Clearances to Primary Distribution Wires (1000 Volts to 35,000 Volts)</td>
<td>W-TT-0006</td>
</tr>
<tr>
<td></td>
<td>W-TT-0007</td>
</tr>
<tr>
<td></td>
<td>W-TT-0008</td>
</tr>
<tr>
<td></td>
<td>W-TT-0009</td>
</tr>
<tr>
<td>Clearances to Secondary Distribution Wires (0 to 1000 Volts)</td>
<td>W-TT-0011</td>
</tr>
<tr>
<td></td>
<td>W-TT-0012</td>
</tr>
<tr>
<td>New Right of Way</td>
<td>Clear rights-of-way for existing and new transmission and distribution lines as directed by the Tacoma Power Line Clearance Inspector.</td>
</tr>
<tr>
<td>Clean up of work site</td>
<td>Clean up and dispose of all logs, trimmings, brush, chips and other debris resulting from the work.</td>
</tr>
</tbody>
</table>

4.01.3A – EXCEPTIONS

Only the City will make exceptions or additions to the general requirements noted above.

4.01.4 – PERFORMANCE STANDARDS

Contract crews shall trim trees to ANSI Z133 and A300 Standards, Tacoma Power Standards as listed above in Table #1 and Transmission Vegetation Management Plan, or as specified by the Tacoma Power Line Clearance Inspector. All trimming will be done to arboricultural standards. The work will include the identification of potentially hazardous trees and may include the removal of these trees.

4.01.4A – HAZARDOUS TREES

Hazardous trees should be those trees that contact exposed electrical lines, lean, are dead, have been impacted by construction activities, have dead tops, are buffer trees exposed to prevailing winds, or have conks on their trunks or main leads and show decay.
4.01.4B – CLEARANCE PER SPECIES OF TREES
Faster growing species (i.e., cottonwoods, poplars, alders, etc.) will need more clearance than slower growing species. Where removal and treatment of stumps with an approved herbicide is not allowed by the property owner, drop crotch pruning will be the acceptable trimming method. Tipping back, heading cuts, round-overs, or shearing cuts are the least desirable line clearance methods. Natural target pruning is the approved method.

4.01.4C – DISPOSAL OF WOOD CHIPS
Tacoma Power has an active program of offering wood chips to customers within the area that tree clearance is occurring. At the direction of Tacoma Power supervisor wood chips will be delivered directly to customer property.

4.01.4D – FIRE SUPPRESSION
The contractor shall provide fire suppression equipment when required by the Washington State Department of Natural Resources.

4.01.5 – MATERIAL
Tacoma Power may provide the material required for completion of this contract. Any material issued in excess of that required under this contract must be returned after the completion of each job. Material may include marking stakes, paint, and/or tape.

4.01.6 – PROJECT LOCATION
Crews may be assigned to work on any property owned or controlled by the City or private property of which the City provides service.

4.01.6A – CONTRACTOR SHOP SITE
The contractor will provide a shop area within 40 minutes maximum travel time to work areas. If this cannot be provided, the contractor will be responsible for travel time costs and report to the job site at 8:00 a.m. The contract crews are expected to report to the jobsite promptly. The 40 minute allowed travel time is intended for the travel distances between shop site and job site.

4.01.6B – SPECIFIC WORK SITES
Specific work sites will be assigned by Tacoma Power’s Asst. Transmission and Distribution Manager or his designee. Tacoma Power’s facilities are located within the State of Washington counties of Pierce, Mason, & Lewis. Small portions of lines may be found in King and Kitsap counties. See “Appendix M” for Tacoma Power service territory map.

4.01.6C – REMOTE SHOP SITE
As work dictates there may be the need for contract crews to mobilize from a remote shop site for a short duration of time.
4.01.6D – USE OF TACOMA POWER PROPERTY

When mutually advantageous, Tacoma Power may permit the contractor to use a site owned by Tacoma Power or The City of Tacoma. Prior to use of Tacoma Power or City of Tacoma property, the contractor is required to sign an “Agreement for Use of City Property” form, here to included as “Appendix “K”. Other conditions not specified in this document, which may include monetary compensation to the City of Tacoma, may be imposed per site.

4.01.7 – 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. The contractor will be required to complete the contract documents within ten (10) calendar days after the award of the contract. The term of this contract is as stated in Section 4.04.2.

4.01.7A - CONTRACT DOCUMENTS

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

- Contract
- Surety / Performance Bond (Reference Section 4.07.2)
- Retainage Bond, if selected in lieu of holding 5% retainage (Reference Section 4.06)
- Insurance certificate
- Prime Contractor LEAP Utilization Form
- Intent to Pay Prevailing Wage
- Contractor’s Job Hazard Analysis Report

4.01.7B – CREW MOBILIZATION

The contractor shall be capable of mobilizing up to 6 crews that meet the requirements of this specification. Up to 2 crews shall be capable of being mobilized within 2 weeks of notification. The additional 4 crews shall be capable of being mobilized within 4 weeks of notification.
4.01.8 – CONTRACT WORK TIMES
Contract work times shall be Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays, described in Section 2.13 and 3.09A of the General Provisions or as otherwise approved by the Assistant Manager of Transmission and Distribution or their designee.

4.01.8A – STORM RATES
The determination of the onset and cessation of a storm event as it relates to this contract will be the responsibility of the Tacoma Power Transmission and Distribution Manager or their designee. Crew storm rates will be paid for hours worked (not to include meal periods) at the hourly bid rate submitted on the proposal sheets. Storm rates will only be applicable on proposal sheet “Crew Rates A, B & C” and “Additional personnel” line items 1-12. Storm rates will not be allowed on “Additional equipment” line items 13-24. The contractor will be responsible for the initial costs for lodging and meals for contract crews during a storm event. Reimbursement of lodging and meals will be allowed at the actual costs incurred, not to exceed the U.S. General Services Administration per diem rates for the Pierce County Tacoma area (See Appendix “L”). The contractor must submit a copy of the itemized receipts with reimbursement request.

(http://www.gsa.gov)

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIDDER/RESPONDENT/PROPOSER</td>
<td>A potential contractor offering a proposal to supply services in accordance with these specifications</td>
</tr>
<tr>
<td>SPECIFICATION</td>
<td>This document, detailing the scope of service required</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>The Respondent(s) awarded a contract pursuant to this Specification.</td>
</tr>
<tr>
<td>SUBCONTRACTOR</td>
<td>Any supplier of parts, materials, and/or services to the contractor under these specifications</td>
</tr>
<tr>
<td>EQUIPMENT/MATERIAL</td>
<td>A fully functional piece of equipment/material supplied and tested in accordance with these specifications</td>
</tr>
<tr>
<td>MANUFACTURER</td>
<td>The original manufacturer of the equipment/material</td>
</tr>
<tr>
<td>ENGINEER</td>
<td>The Tacoma Power project engineer</td>
</tr>
<tr>
<td>CITY</td>
<td>The City of Tacoma, Department of Public Utilities</td>
</tr>
</tbody>
</table>
4.02 – CONTACT PERSON

4.02.1 – PROJECT MANAGER/LEAD

The following is a listing of Tacoma Power personnel assigned to this contract.

The Tacoma Power Project Manager assigned to this contract(s) at this time is:

- Tim Ross, T&D Supervisor at 253-502-8801

The Tacoma Power Contract Manager assigned to this contract(s) at this time is:

- Roberta Cox, Management Analyst, at 253-396-3156

4.03 – PREBID MEETING

All bidders are invited to attend a pre-bid meeting. The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements. The meeting will be:

<table>
<thead>
<tr>
<th>Date</th>
<th>Tuesday, January 20, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>Room</td>
<td>Conference Room M-1 – Main floor of the TPU Administration Building North</td>
</tr>
<tr>
<td>Location</td>
<td>Tacoma Public Utilities</td>
</tr>
<tr>
<td></td>
<td>3628 S. 35th St., Tacoma, WA 98409</td>
</tr>
</tbody>
</table>

NOTE: Please call Roberta Cox at 253-396-3156 to confirm your attendance.

4.04 – CONTRACT PERIOD

4.04.1 – AWARD DATE OF CONTRACT

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

4.04.2 – TERM OF CONTRACT

The term of this contract is from the date of award per Section 4.04.1 through the subsequent 24 month period. A single one-year contract extension may be considered if Tacoma Power finds that it is in its best interest to extend the contract under the same terms and conditions of the original contract. Any contract extension will follow the procedures listed by the City of Tacoma Purchasing Division (refer to Section 1.17).

4.04.3 – CANCELLATION OF CONTRACT

In addition to the cancellation provisions of Section 2.10 of the General Provisions, the City shall have the right to cancel this contract upon thirty (30) days written notice to the contractor without cause.
4.05 – PRICING AND RELEASES

4.05.1 – PRICES QUOTED
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 Tacoma Power project manager.

4.05.1A – INCIDENTAL WORK
All work not specifically called out in these specifications, but required per the Tacoma Power project manager shall be considered incidental to the contract.

4.05.2 – QUANTITIES AND RELEASES
Estimated quantities indicated in the proposal are for bidding and contract purposes only. Actual quantities and measurements supplied and verified by the project manager will determine payment.

4.05.3 – ESCALATION / DE-ESCALATION
Unit pricing will remain firm for the initial 12 months (1 year) of the contract. On the anniversary date (12 months after award), the awarded contractor(s) may submit a request to escalate/de-escalate unit prices for labor items only. Increases are not to exceed the fixed percentage as submitted in the bidder(s) proposal. The hourly rates submitted for additional personnel items 1, 2 & 3 will be utilized to calculate the labor portion subject to escalation for “Crew Rates A, B & C”. Per Section 4.16 “Evaluation and Award” the escalation percentage submitted for labor items will be considered in the bid evaluation process. Equipment rates will remain firm for the life of the contract.

4.06 – RETAINAGE BOND
The requirements listed in Section 3.12 of the General Provisions shall be modified as listed below.

4.06.1 – BOND IN LIEU OF RETAINAGE
Tacoma Power will accept a bond in lieu of retainage in the value of five percent (5%) of the total value of contract(s) awarded hereunder. The bond will be required to be included with all contract documents upon inception of the contract and subsequent adjustments. Release of the bond will follow the processes described in Section 3.13 of the General Provisions and Section 5.01 of this document.

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

4.07 – SURETY/PERFORMANCE BOND
The requirements listed in Paragraph B, Section 2.01 of the General Provisions shall be modified as listed below.
4.07.1 – ISSUANCE OF CONTRACTS
Contracts will be issued as work is identified. The Transmission and Distribution section of Tacoma Power will identify work and issue contracts for such work based on review of prices quoted for labor and equipment, along with availability of contractor’s resources at the time.

4.07.2 – POSTING OF SURETY/PERFORMANCE BOND
To minimize the burdens related to bonding, Tacoma Power will require a performance bond to be posted as contract amounts are issued. As work is identified an individual bidder will be selected to perform that work. At that time, Tacoma Power will require said contractor to execute a contract for the identified work and submit a performance bond for twenty-five percent (25%) of the contract amount awarded.

4.07.3 – ADDITIONAL CONTRACT AMOUNTS
Tacoma Power may elect to issue additional contract amounts to said supplier/contractor. In that event, the selected contractor will be required to execute a contract amendment for the identified work and submit a new or supplemental performance bond securing twenty-five percent (25%) of the new contract amount so awarded.

4.08 – FILLING IN PROPOSAL FORMS

4.08.1 – QUALIFIED BIDDERS
Only Respondents experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of two (2) years or more will be considered. Bids of inexperienced contractors and those who have failed to properly perform other contracts will be rejected for such cause. Bidders must submit the Contractor’s “Record of Prior Contracts” form included in this specification at the time of submitting their bid. The City shall be the sole judge of the bidder’s ability to meet the requirements of this paragraph.

4.08.2 – BIDDER REQUIREMENTS
The bidder will submit its proposal on the forms furnished in the proposal section of the bid package. All blank spaces in the proposal section will be properly filled in, printed in ink or typewritten. The forms will be signed by the responsible company official and include printed or typewritten designation of the office they hold in the company. The address of the bidder will be typed or printed on the proposal in the spaces provided.

4.08.3 – ENGLISH LANGUAGE REQUIREMENT
The English language shall be used in all documents submitted with the bid, as well as in all subsequent correspondence and submittals by the successful bidder.

4.08.4 – PROPOSAL COPIES
In addition to the completed original bid documents, all Respondents are required to provide one (1) facsimile (Xerox type) copy of the complete submittal package, fastened together and separated from the original bid documents in the sealed envelope. The copy shall be plainly marked/labeled as “COPY” in RED ink on the cover sheet.

4.08.5 – BID BOND
Per Section 1.04 of the General Provisions, each bid shall be accompanied by a bid proposal deposit in the form of a cashier’s check, postal money order, or surety bond payable to the City Treasurer for a sum of five percent (5%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit.
4.08.6 – ITEMS TO BE INCLUDED WITH BID

In order to perform a balanced evaluation of the items bid, Tacoma Power will require the documents as listed on Bidders Checklist contained in proposal section of the specification.

4.09 – SAFETY

The contractor shall adhere to Tacoma Power work practices at all times, exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. Required protective equipment shall be worn at all times when an employee is at the job site. The contractor shall be required to actively participate in all Tacoma Power safety and material investigations of incidents involving the contractor that occur on Tacoma Power property.

If the contractor is requested to work within an arc flash zone, appropriate protective equipment shall be provided by the contractor and worn at all times during this exposure. The contractor shall be aware of and remain compliant with the Tacoma Power work practice W-GR-4030 “Arc Flash Hazards, Distances and Clothing” included as Appendix “I”. An updated document will be provided to the contractor upon any revisions to the work practice. The contractor will be expected to comply with the revised document.

4.09.1 – SAFETY PLAN

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

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

4.09.2 – SAFETY VIOLATIONS AND DEFICIENCIES

The contractor and Tacoma Power’s Safety Officer shall be advised to observe safety violations and deficiencies at contractor work sites. The contractor shall make and bear the cost of necessary corrections. Failure to correct safety violations and deficiencies shall be grounds for an order from Tacoma Power’s Safety Officer to cease further work and remove from the job site until the necessary corrections are made. The contractor shall bear the cost of such safety shutdowns.

The contractor shall be required to actively participate in all Tacoma Power safety and material investigations of incidents involving the contractor that occur on Tacoma Power property.
4.09.3 – SAFETY REGULATIONS AND POLICIES
All work performed on behalf of Tacoma Power shall be done within all applicable safety regulations and Tacoma Power work practices. The following are the most commonly referred to State of Washington Administrative Code (WAC) safety regulations; however it is the responsibility of the contractor to be familiar and follow all applicable safety regulations.

<table>
<thead>
<tr>
<th>WAC No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>296-24</td>
<td>General Safety and Health</td>
</tr>
<tr>
<td>296-45</td>
<td>Safety Standards for Electrical Workers</td>
</tr>
<tr>
<td>296-62</td>
<td>General Occupational Health Standards</td>
</tr>
<tr>
<td>296-155</td>
<td>Safety Standards for Construction Work</td>
</tr>
</tbody>
</table>

4.09.3A – STATE OF WASHINGTON REGULATIONS
Copies of the applicable safety and work regulations for the State of Washington may be obtained from the Department of Labor and Industries. Call the Office of Information and Assistance 1-800-547-8367 or refer to http://www.wa.gov/lni/

4.09.4 – ENERGIZED ELECTRICAL CIRCUITS
Unless prior arrangements are made, electrical power circuits shall remain energized during the performance of this work. All requirements of the State of Washington Department of Labor and Industries Electrical Safety Rules shall be followed. The City shall be informed of work crew locations at all times. If, in the opinion of the crew foreman, the performance of any part of this work could result in an excessive danger to personnel or equipment, the contractor shall cease work, notify the Tacoma Power project manager and await instructions.

4.10 – QUALITY CONTROL

4.10.1 – 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, except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of City, contractor, or engineer, or employees from those set forth in the contract documents.

4.10.2 – INSPECTION, TESTING AND CERTIFICATION
The Tacoma Power project manager will be responsible for insuring that the contractor is complying with the contract plans and specifications.

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

If so directed by Tacoma Power the contractor will be responsible for obtaining qualified flaggers. Tacoma Power retains the capacity to provide qualified flaggers for work assigned to contractors.

Tacoma Power will only pay for actual flagging time and will not pay for travel time to and from the job site. Time cards of the flagger shall follow the requirements of section 4.17.2C “Crew Time Sheets”.

4.11.2 – 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 WAC 296-155, the latest edition of the "Manual on Uniform Traffic Control Devices", and any local governmental requirements.

4.12 – WORKMANSHIP & SUPERVISION

4.12.1 – WORKMANSHIP

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

4.12.2 – SUPERINTENDENT

The contractor shall employ a competent superintendent (foreman) who shall be made available at all times during the entire contract period. The superintendent shall be on call to each site even when only a subcontractor is working unless otherwise approved by the project manager. The superintendent shall be satisfactory to the contractor and shall have full authority to act on his behalf.

4.13 – SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

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

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

4.13.1 – SINGLE TRADE DESIGNATION

This project involves only one category of work, “Tree Trimming”. Hence SBE subcontracting opportunities do not reasonably exist.

4.13.1A – SBE PREFERENCE

Therefore in accordance with Ordinance 27867, an SBE submitting the Lowest Responsible Bid for a Single Trade Contract shall be deemed the Lowest Responsible Bidder, if such bid is not more than five percent greater than the Lowest Bid submitted by any bidder that is not an SBE.
4.14 – LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP is a City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents on City public works contracts. The goal is to establish a means of providing for the development of a trained workforce possessing the skills necessary to fully participate in the construction trades. The accompanying agreement and forms follow these specifications.

4.14.1 – LEAP UTILIZATION GOAL

As stated in the attached LEAP Regulations, all Prime Contractors or Service Providers constructing Civil Projects, Building Projects or Service Contracts (as defined in said Regulations) for the City are responsible for meeting the City’s LEAP Utilization Goal (LUG). The goal requires that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours (ELH), are performed by Apprentices residing in the state of Washington and/or employees who are Residents of Tacoma. The ELH for this project is 23,500. 15% of 23,500 labor hours equals 3,525 labor hours. The LUG for this project is 3525 labor hours. Please refer to the LEAP Regulations attached to these Specifications for further information regarding LEAP compliance.

4.14.2 – FAILURE TO MEET LEAP GOAL

Contractors shall be assessed an amount for each hour that is not achieved based on a sliding scale.

Said LEAP contributions shall be made by the Contractor prior to completion of the project. The Contractor cannot rely solely upon the payment of the LEAP contribution for purposes of satisfying the LEAP Utilization Goals.

4.14.3 – ADJUSTMENTS OF LEAP GOAL

The City reserves the right to adjust (reduce) the total number of hours required to fulfill the LEAP Utilization Goals after bid opening to reflect the existing availability of qualified apprentices during the term of contract performance. The Contractor’s good faith efforts, as reflected in its bid, to meet the standard Utilization Goals will be a significant factor in any such adjustment.

4.14.4 – CITY OF TACOMA LEAP COORDINATOR

Contractors/vendors may obtain further information by contacting the City’s LEAP Coordinator, Peter Guzman, at 253-594-7933 or e-mail Peter Guzman at pguzman@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from WorkForce Central and other pre-employment and training organizations available in the area. The LEAP Office is located in the City’s Community and Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900.
4.15 – PREVAILING WAGES

In addition to the requirements of Section 3.09 B of the General Provisions, the contractor shall be required to post or have available on the job site, a copy of the Statement of Intent to Pay Prevailing Wages form for the jurisdiction where the work is being done. Follow the link provided below for more information relating to Prevailing Wages.

As identified in the General Provisions, the contractor shall comply with the law regarding prevailing wages. These rules apply to any contractor who does business with the City, including owner/operators.

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

It is the responsibility of the awarded contractor to provide proof to Tacoma Power of the annual Affidavit of Wages Paid.

Payments cannot be released by the City until certification of these filings is received. Additional information regarding these submittals can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, or by visiting their web site at:

http://www.lni.wa.gov/tradeslicensing/prevailingwage/default.asp

Sample documents are enclosed for reference as Appendix “D” & “E”, but only original forms can be submitted to the Department of Labor & Industries.

4.16 – EVALUATION & AWARD

4.16.1 – EVALUATED QUANTITIES

Bid rates considered in the evaluation will be a composite of regular time rates, overtime rates and storm rates. Tacoma Power will consider Items A, B, & C at the estimated hours shown on the proposal sheet. For bid evaluation purposes, unit prices will be one-half (1/2) the estimated hours at the bid rate shown and one-half (1/2) the estimated hours at the escalated percentage for the second year of the contract.

4.16.2 – EVALUATION CRITERIA

In evaluating the proposals, the City may also consider any or all of the following:

- Compliance with specifications
- Proposal prices, listed separately if requested, as well as a lump-sum total
- 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 contract can be performed within the time specified.
  4. Quality of performance of previous contracts or services.
4.16.3 - OTHER FACTORS

The City may also take into consideration other criteria for determining award. 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, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City. (Refer to Section 1.08.)

4.16.4 – AWARD OF CONTRACT

It is anticipated that one contract will be awarded; however, the City may at its option award more than one contract for the services as described in this specification. The contract(s) will be awarded to the lowest responsible bidder(s) complying with the specifications; provided such bid is reasonable and it is in the best interests of the City to accept.

4.16.5 – WORK BY OTHERS DURING CONTRACT TERM

Tacoma Power reserves the right to utilize other resources when specific work can be done under conditions more favorable to Tacoma Power. This may include public bidding for the specific work. Awardee(s) would not be excluded from bidding on this additional work.

4.17 – BILLING PLAN, INVOICING AND PAYMENTS

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

4.17.1 – MEASUREMENT

The Tacoma Power inspector or project manager in coordination with the contractor shall make all measurements and determine all quantities and amounts of work done for payments under the contract.

4.17.2 – INVOICES

The contractor shall submit to the city a detailed invoice for each payment describing all work performed under the terms of the contract up to the time of the application. This account prepared in writing will show the amount due for the work performed less any due deductions in accordance with the terms of the contract.

4.17.2A – SUBMISSION OF INVOICES

Itemized invoices shall be submitted in hard copy and electronic (Excel) formats on a weekly basis within 10 days of the work performed. Invoices shall be submitted to:

Tacoma Power
Tim Ross, T&D Supervisor
P.O. Box 1717
3628 S. 35th St.
Tacoma, WA 98401-1717

The following shall apply:

➢ Invoices shall include copies of actual crew time sheets as required in Section 4.17.2C.
➢ The invoice shall identify the Tacoma Power work order number and the charges associated with each order. Work order numbers will be supplied to the contractor as work is scheduled.
➢ Each labor and equipment item identified on the invoice shall reference the appropriate line item as listed on the contract.
4.17.2A.1 - END OF YEAR

End of year invoices are required by January 10th of the immediately following year.

4.17.2B – PAYMENT OF INVOICES

Prior to payment the invoices will be reconciled as below:

- The Tacoma Power project manager will compare all vendor invoices against the City’s Daily Inspection Report forms. No payment will be made until the invoice and signed inspection forms are in agreement. See Attachment “J” for sample of Daily Inspection Report form.

4.17.2C – CREW TIME SHEETS

Only properly filled out timesheets will be paid when invoiced. The crew time sheets shall include the following:

- worker names and classifications
- work order number
- city accounting numbers
- date assigned
- work location
- work description
- dates and hours worked.

4.17.2D – BILLING PLAN EXAMPLE

For the purpose of evaluating submitted bids, a sample billing plan demonstrating the ability to comply with section 4.17.2, is requested with the bid documents. (See “Appendix B” for an example of an acceptable billing invoice.)

4.17.2E – WORK FOR OTHER DEPARTMENTS OF TACOMA PUBLIC UTILITIES

On occasion, other departments within Tacoma Public Utilities will use services provided under this contract. These departments shall be invoiced separately.

4.17.3 – NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

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

4.18.1 – PROJECT MANAGER / LEAD

The Tacoma Power project manager/lead assigned to this contract(s) at this time is:

<table>
<thead>
<tr>
<th>Project Lead</th>
<th>Title</th>
<th>Email</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Ross</td>
<td>T&amp;D Supervisor</td>
<td><a href="mailto:tross@ci.tacoma.wa.us">tross@ci.tacoma.wa.us</a></td>
<td>253-502-8801</td>
</tr>
</tbody>
</table>

4.18.2 – PRE-CONSTRUCTION MEETINGS

Pre-construction meetings will be held as required.

4.18.3 – RIGHT-OF-WAY PERMITS

The City will obtain the required right-of-way permits.

4.18.4 – FIELD ENGINEERING

When required a Tacoma Power engineer will provide field engineering that is required beyond the scope of the standards provided.

4.18.5 – COORDINATION WITH OTHERS

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

4.18.6 – DIVISION OF WORK

The following division of work and materials will be followed throughout the term of the contract

4.18.6A – MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for the materials necessary to perform the work outlined within this project 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 Tacoma Power project manager.

4.18.6B – CITY FURNISHED MATERIAL INSTALLED BY CONTRACTOR

On occasion material may be supplied to the contractor by the City. These materials shall become the contractor’s responsibility and he shall be liable for any materials lost or damaged after receipt.

4.18.7 – DAMAGE TO PLANT & EQUIPMENT

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

The contractor shall protect from damage the utilities and all other existing improvements not provided for in the proposal or Special Provisions. The contractor is responsible for protecting any customer owned utilities such as side sewers, septic systems, secondary power service or water service. If damage occurs to utilities as previously described the contractor will be responsible for the repair costs to include labor and materials.
4.18.7A – UNDERGROUND UTILITIES
For location and notification of underground utilities The Utilities Notification System is available by calling 1-(800) 424-5555.

4.18.7B – NOTIFICATION
The contractor shall immediately notify the owner/operator of any equipment, and customer property damaged during the performance of this work.

4.18.7C – CITY OWNED FACILITIES OR MATERIAL
If any existing facilities or material furnished by the City is damaged, lost, stolen or destroyed by reason of any cause, whether within or beyond the control of the contractor, it shall be repaired or replaced entirely as required by the City solely at the contractor’s expense.

4.18.7D – MATERIALS/TOOLS REQUIRED FOR REPAIR
Materials/tools required to be replaced may be furnished by the City at the option of the contracting officer. The contractor will be charged the amount incurred by the City at the place of delivery. The contractor shall return to Tacoma Power storeroom, or as directed by City personnel, all removed used material/tools and unused new materials. This will include materials removed or unused in conjunction with extra work.

4.18.7E – CITY DISCLAIMER
The City is not to be held liable for any damage to persons or property consequent upon the use, abuse, or failure of any tools, rigging, or other equipment used by the contractor even though the said tools, rigging or other equipment is given to or loaned to the contractor by the City. The acceptance for use of said tools, rigging and equipment by the contractor shall be construed to mean that the contractor accepts all responsibility for any claims for damages whatsoever resulting from the failure of such apparatus whether such damage be to their own employees or property or to the employees or property of the City or to the property and persons of the public at large.
SECTION V – CONTRACT CLOSEOUT

5.01 – DOCUMENTS REQUIRED UPON COMPLETION OF WORK

5.01.1 – CLOSE OUT PROCEDURES

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

5.02 – FINAL PAYMENT – RETAINAGE

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
</table>
| 1 | The Tacoma Power contract administrator generates the General Release documents to be mailed to the Contractor:  
   - A final acceptance letter from the appropriate Tacoma Power Assistant Manager  
   - General Release to the City of Tacoma to be signed by the contractor (attached as Appendix “N”) |
| 2 | Upon receipt of the signed General Release from the contractor the Tacoma Power contract administrator creates a Contract Completion Memo to the City of Tacoma Clerk and copied to the City of Tacoma Tax & License Department. The signed General Release is attached. |
| 3 | The Tacoma Power contract administrator verifies that the following documents have been completed by the Contractor.  
   - The contractors Intent to Pay Prevailing Wages form  
   - The contractors Affidavit of Wages Paid form |
| 4 | The Tacoma Power contract administrator submits a Notice of Contract Completion form to the following Washington State entities:  
   - Department of Labor and Industries  
   - Department of Revenue  
   - Employment Security Department |
| 5 | The Tacoma Power contract administrator must receive releases from the following entities in order to complete the final payment:  
   - Washington State Department of Labor and Industries  
   - Washington State Department of Revenue  
   - Washington State Employment Security Department  
   - City of Tacoma Clerk |
| 6 | Tacoma Power contract administrator initiates the final payment to the contractor.  
   - A Retainage Payment Authorization form is sent to the City Accounts Payable department. |

END OF SECTION
Attached is a copy of Tacoma Power’s standards for vegetation management of overhead lines that is in effect for this contact.

<table>
<thead>
<tr>
<th>Standards Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-TT-0002</td>
<td>T&amp;D Tree Worker’s Inspection of Gear</td>
</tr>
<tr>
<td>W-TT-0003</td>
<td>T&amp;D Chipper Safety</td>
</tr>
<tr>
<td>W-TT-0004</td>
<td>Line Clearance Tree Worker Electrical Hazards</td>
</tr>
<tr>
<td>W-TT-0006</td>
<td>Tacoma Power T&amp;D Line Clearance Tree Trimmer</td>
</tr>
<tr>
<td>W-TT-0007</td>
<td>Vegetation Management of Overhead Lines</td>
</tr>
<tr>
<td>W-TT-0008</td>
<td>Chainsaw Safety Procedures</td>
</tr>
<tr>
<td>W-TT-0009</td>
<td>Ropes and Climbing Equipment</td>
</tr>
<tr>
<td>W-TT-0011</td>
<td>T&amp;D Felling Trees</td>
</tr>
<tr>
<td>W-TT-0012</td>
<td>Blocking Down a Tree</td>
</tr>
</tbody>
</table>
Scope

A tree worker’s safety depends on the reliability of the safety gear, and proper use of specialized equipment. The equipment includes a hard hat, safety glasses or goggles, hearing protection, chaps and personal protective clothing.

Introduction

All equipment used by tree workers must conform to Tacoma Power’s safety requirements and applicable ANSI standards for tree workers. All equipment should be inspected according to applicable guidelines and manufacturer’s recommendations.

Safety

Tacoma Power Transmission & Distribution Line clearance tree trimmers shall inspect and follow all approved safe work practices and work procedures before beginning the task assigned.

<table>
<thead>
<tr>
<th>Topic</th>
<th>See Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-climb inspection</td>
<td>2</td>
</tr>
<tr>
<td>Equipment</td>
<td>3</td>
</tr>
<tr>
<td>Knots</td>
<td>4</td>
</tr>
</tbody>
</table>

Every job must begin with a job briefing that covers the work plan, potential hazards and required work gear and work procedures.

Before climbing a tree a climber must always look carefully and locate any electrical conductors or utility lines, check for hazards such as dead or broken limbs, cracks, insects or other animals, weak branch unions and or signs of decay such as conk or fruit bodies.

Always check the root crown (trunk flare) of the tree as well. Soil, bark or vines may hide signs or symptoms of decay.
Pre-Climb Inspection

Pre-climb inspection should be used to plan how the tree will be climbed. Plan the climbing route while still on the ground and choose a safe tie-in point from which the tree can be accessed. It is essential to know how strong or brittle a tree’s wood is.

<table>
<thead>
<tr>
<th>Climbing techniques</th>
<th>Most commonly used climbing techniques include:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Foot locking</td>
</tr>
<tr>
<td></td>
<td>• Body thrust</td>
</tr>
<tr>
<td></td>
<td>• Rope throw</td>
</tr>
<tr>
<td></td>
<td>• Climbing spurs</td>
</tr>
<tr>
<td></td>
<td>• Pole method</td>
</tr>
</tbody>
</table>
Equipment

All equipment used by tree workers, including climbing gear and tools, must conform to applicable safety standards and should not be altered. Equipment should be inspected according to manufacturer's guidelines.

Climbing saddles

Should be checked for excessive wear and to see that stitching and rivets are strong and intact.

Snaps

Snaps used in securing the climbing line or lanyard must be self-closing and locking. Carabiners used for climbing must be self-closing and positive locking. Both must have a minimum tensile strength of 5,000 pounds. Snaps and carabiners should be checked before and during use to see that they are functioning properly. If carabiners are used, they must be loaded only along their major axis.

Climbing lines

Climbing lines must be identified by the manufacturer as suitable for tree climbing with adequate strength, wear and stretch characteristics. Climbing line must be one-half-inch diameter constructed of synthetic materials and have a minimum tensile strength when new of at least 5,400 pounds. Climbing lines should be inspected before each use. Check for: cuts, puffs, abrasions, changes in diameter, discoloration or glazing of fibers. Be sure that rope ends are sealed by taping or whipping. Snaps should be routinely moved to the opposite end of the line so that the line.

Old, worn or cut ropes must be retired from use.

Work positioning lanyards

Work positioning lanyards must also be inspected before each climb. They must meet strength requirements for ropes and snaps. Look for abrasions, excessive wear or faulty snaps.

Prusik loops & split tails

Used in a climbing system must meet the maximum strength standards for climbing lines.
Knots

A tree worker should be familiar with the knots used in tree work. Part of knowing how to tie a knot is knowing how to dress and set the knot properly. The dressing of the knot is the aligning of the parts; setting it tightens the knot in place. A climber must know how each of the common knots is used and the advantages and dis-advantages of each knot.

Knot

Knot is the general term given for all knots, hitches and bends.

Hitch

A hitch is a type of knot used to secure a rope to an object, another rope or the standing part of the same rope.

Bend

A bend joins two ropes ends together.

A type of knot important in tree climbing is the climbing hitch. Climbing hitches are the “climbing” knots used by climbers to tie in.

Common knots used are:
Taut line hitch, blakes hitch, figure eight, bowline, running bowline, midline clove hitch, end line clove hitch with two half hitches, slip knot, sheet bend, double fisherman’s knot, pruisk hitch, cow hitch with half hitch, timber hitch and half hitch and running bowline tied for butt-hitching.

Knots that tie two ropes together are known as bends.
Scope

Brush chippers can be very dangerous machines. Proper work practices are essential when operating them. Training should include instruction on daily inspection and maintenance, towing procedures, starting the chipper, feeding brush, and the potential safety hazards involved with operation. All instructional and warning stickers and labels on the chipper must be in place and legible.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow all applicable safe work practices and procedures when performing assigned tasks involving the use of a chipper.

Hearing protection shall be worn when working with chippers. Refer to work practice W-GR-0007 Hearing Conservation for the correct hearing protection.
Proper Personal Protective Equipment

Proper PPE is required, and loose clothing, jewelry, climbing saddles, harnesses or body belts, and gauntlet-type gloves must not be worn while operating chippers because they could be caught on brush and could pull the operator into the chipper.

Brush should be fed from the side and the worker feeding the brush should move away after the brush is fed.

No part of the operator’s body should ever reach beyond the back edge of the in-feed chute.

The operator should be careful to avoid placing foreign material such as rocks, wire or other debris into the chipper because such material could damage the knives or cause projectiles to be thrown from the machine.

No person should ever work on a chipper unless the engine is turned off, the ignition key removed and the cutter wheel completely stopped (with lock pin in place, if applicable) and prevented from moving.

Access panels for maintenance and adjustment of the chipper blades and associated drive train shall be in place and secure during operation.

Employees shall not permit spectators to stand near the machine while feeding brush into the chipper.
Proper Personal Protective Equipment, cont.

Employees shall never place hands or another part of the body into the brush hopper while chipper is in operation.

Tools or other metallic objects shall not be used to push brush into the chipper. Sweepings, which may contain foreign objects such as stones and nails, shall be loaded on truck and not fed into the chipper.

The ignition key shall be removed when chipper is left unattended.

Trailer chippers detached from trucks shall have their wheels chocked or otherwise secured.

References

OSHA Standard 29 CFR 1910.269
Scope

Electrical conductor is defined as any overhead or underground electrical device, including communication wires and cables, power lines, and related components and facilities. All such lines and cables must be considered energized with potentially fatal voltages.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Workers should be aware at all times of the electrical hazards and follow safe work practices and work procedures in the performance of assigned task.

Every tree worker shall be instructed that a direct contact is made when any part of the body contacts an energized conductor or other energized electrical fixture or apparatus.

An indirect contact is made when any part of the body touches any conductive object in contact with an energized conductor. An indirect contact can be made through conductive tools, tree branches, trucks, equipment or other conductive objects, or as a result of communication wires or cables, fences, or guy wires becoming energized.

Electrical shock occurs when a tree worker, by either direct or indirect contact with an energized conductor, energized tree limb, tool, equipment, or other object provides a path for the flow of electricity from the conductor to a grounded object or to the ground itself. Simultaneous contact with two energized conductors also causes electrical shock that may result in serious or fatal injury.

Electrical shock may also occur as a result of ground fault when a person stands near a grounded object (for example, if an uninsulated aerial device comes into contact with a conductor with outriggers down).

In the event of a downed energized electrical conductor or energized grounded object, there exists the hazard of step potential.
Minimum Approach Distance

If the minimum approach distance for a qualified line clearance tree trimmer cannot be maintained during arboricultural operations, an electrical hazard abatement plan must be implemented before any work is performed in proximity to energized electrical conductors.

Electrical tools (except those with self-contained power source) must never be used in trees near an electrical conductor when there is a possibility of the power cord contacting the conductor. Tool operators must use tools in accordance with the manufacturer’s instructions. When tool are used aloft, an independent line or lanyard should support the electrical tool. Operators should prevent cords from becoming entangled or coming in contact with water.

Minimum approach distances from energized conductors for qualified Line clearance tree trimmers references can be found in the WAC 296-45-325.
Working in Proximity to Electrical Hazards

An inspection shall be made by a qualified line clearance tree trimmer to determine whether an electrical hazard exists before climbing, otherwise entering, or performing work in or on a tree.

Only qualified line clearance tree workers shall be assigned work where an electrical hazard exists.

A second qualified line clearance tree trimmer or worker shall be within visual or voice communication during line clearing operations aloft when a line clearance tree trimmer or arborist must approach closer than 10 feet to any energized electrical conductor in excess of 750 volts or when:

- Branches or limbs are being removed, which cannot first be cut (with a non-conductive pole pruner/pole saw) to sufficiently clear electrical conductors, so as to avoid contact; and/or
- Roping is required to remove branches or limbs from such electrical conductors

Branches hanging on an energized electrical conductor shall be removed using nonconductive equipment.

The tie-in position should be above the work area and located in such a way that a slip would swing the line clearance tree trimmer away from any energized electrical conductor or other identified hazard.

While climbing, the line clearance tree worker should climb on the side of the tree that is away from energized electrical conductors while maintaining the required distances shown in table 1.

Footwear or those with electrical-resistant soles shall not be considered as providing any measure of safety from electrical hazards.

Rubber gloves with or without leather or other protective covering shall not be considered as providing any measure of safety from electrical hazards.
Working in Proximity to Electrical Hazards, cont.

A rope that is wet, that is contaminated to the extent that its insulating capacity is impaired, or that is otherwise not to be considered insulated for the voltage involved may not be used near exposed energy lines.

Ladders, platforms, and aerial devices, including insulated aerial devices, shall be subject to minimum approach distances in accordance to table 1, as applicable.

Aerial devices with attached equipment (such as chippers) brought into contact with energized electrical conductors shall be considered energized. Contact by people and/or equipment shall be avoided.

Emergency response to an electric contact shall be performed in accordance with work practice W-GR-0000, Emergency Communication Procedure.

References

ANSI Z133.1-2006
WAC 296-45
Scope

The hazards of the tree care industry can be great, and in many cases, they may result in death. Contact with overhead power lines, struck by fallen tree sections, and faulty and/or defective equipment increase the dangers associated with tree care/removal.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow established safe work practices and procedures while working in or around the Tacoma Power electrical system.

Important Facts to Consider

Personal Protective Equipment

Eye and head protection shall be provided and used. Understand and follow safe operating procedures and wear appropriate protection when operating a chain saw.

Approved Safety Belts

Fall protection must be used when climbing. An employee shall not climb in high winds, during storms, or snow or ice conditions unless in emergency conditions. Whenever the employee is aloft over 15 feet, another employee or supervisor must be within hearing distance.

Clear The Area

When felling, before the cut is started, the feller shall check for other employees, dead limbs, angle of tree, wind conditions, and plan a path of retreat. Assisting employees shall be instructed on exactly what they are to do. Other employees are to be cleared away at a distance to twice the height of the tree being cut. Just prior to the tree falling an audible warning shall be given.
Chipper Concerns

When removing brush and using brush chippers, feed the chipper from the side of the centerline of the opening. Employees shall turn away when brush is taken into the rotor chamber. Where applicable, the chipper shall be fed from the curb-side. Wear appropriate clothing – you cannot wear loose sleeves, gauntlet gloves, watches or rings.

Additionally, the brush chipper shall be equipped with a locking device on the ignition system. Access panels for maintenance and adjustment shall be closed. The in-feed hopper or table of the brush chipper shall be of such a design to prevent an employee reaching into the rotor blades or knives.

Mobile Equipment

Before backing up any mobile equipment, the operator shall check the rear area of the vehicle. In areas of congestion or obstructed view, a backup alarm or an employee will assist the operator. Maintain appropriate clearances from energized conductors. Read the equipment manuals; be trained for your job responsibilities; pre-plan – meet and discuss the job to be done with the crew; know the hazards, identify them at the job site and do a walk-around; and know where all members of the crew are located before and during felling and trimming.
Chain Saws

- Before starting, check controls, chain tension, bolts, and handles to ensure proper function and adjustment
- Start the saw on the ground or on another firm support with the brake engaged
- Plan the cut; watch for objects under tension; use extreme care to bring objects safely to the ground. Plan where the object will fall; ensure that the fall area is free of hazards; avoid felling an object into other objects; and ensure that a clear retreat path is provided
- Look for nails, spikes, or other metal objects before cutting
- Clear away dirt, debris, small tree limbs, and rocks from the chain saw’s path
- Keep hands on handles and maintain secure footing
- To control or prevent chain saw kickback, push-back, and pull-in, use saws that reduce these dangers through chain breaks, low kickback chains, etc.; do not use the saw’s tip and keep any tip guards in place
- Do not cut directly overhead
- Shut off/release throttle prior to retreating
- Shut off or engage chain saw brake when carrying a saw more than 50 feet or crossing hazardous terrain

Additional Personal Protective Equipment
- Chaps
- Hearing protection
- Eye protection appropriate for additional impact hazard
- Fall protection, as necessary
Contact with Downed Lines and Live Electrical Equipment and Other Utilities

Ensure that tree trimming operations to clear electrical lines are performed only by qualified line-clearance tree trimmers. A qualified line-clearance tree trimmer is knowledgeable in the construction and operation of electric power generation, transmission, or distribution equipment involved, along with the associated hazards:

- Closely inspect trees for electrical conductors passing through or within reaching distance of employees before beginning tree work.
- Consider all electrical power conductors to be energized and not to be directly or indirectly (e.g., through tools, branches, or other equipment) touched.
- Assume that electrical lines are energized until proven otherwise. Lines and other conductors may become re-energized without warning as utilities are evaluated and restored after a disaster.
- Inspect the work area for downed conductors and do not go near, drive over, or otherwise come in contact with them.
- Downed electrical conductors can energize other objects, including fences, water pipes, bushes, trees, and telephone/CATV/fiber optic cables.
- Unless de-energized and visibly grounded, maintain proper distance from overhead electrical power lines (at least 10 feet) and/or provide insulating barriers.
- Do not approach any gas leaks; if a gas leak is detected, secure spark-producing devices (e.g., engines, tools, electronic, and communications equipment) and evacuate the area until the leak is secured.
- Contact utility company to assist in locating, marking, and shutting off/purging utility lines that may pose a hazard or may be impacted; ensure that lines have been purged as needed before beginning work.
Falls from Heights

Ensure that users stand firmly on the floor and do not sit or climb on the edge or rails of the basket

Ensure that no devices are used to elevate employees above the basket

When working from an aerial lift, use a body harness that is properly attached (or body belt for tethering or restraint use only) for fall protection

Limit access/set up controlled access zones

- Inspect trees and limbs for structural weakness before climbing or cutting

- Use safe climbing procedures such as breaking or cutting off dead limbs while climbing, placing hands and feet on separate limbs, and limiting shinning distance to 15 feet

- Use safe work procedures to prevent inadvertent cutting of climbing ropes, lanyards, and safety belts or straps

Additional Personal Protective Equipment

- Personal fall arrest system including harnesses, lanyards, lifelines, connectors, anchorages, and anchor points (as needed)
Use of Aerial Lifts

Do not exceed the boom and basket load limits specified by the manufacturer

Ensure that brakes are set and outriggers are used and secured before boom is raised

Never move the vehicle until the ladder is safely stored and secured (for ladder and tower trucks only) and all people are out of the basket (unless the equipment has been specifically designed for this purpose)

Never override hydraulic, mechanical, or electrical safety devices, **One exception**- emergency retrievals.

Never allow an aerial lift to be used as a crane or material-lifting device

Do not make any modifications to the aerial lift without a written certification from the manufacturer

**Additional Personal Protective Equipment**

- Hearing protection
- When working from an aerial lift, use a body harness that is properly attached (or body belt for tethering or restraint use only) for fall protection
Personal Protective Equipment

The general PPE is recommended for all response/recovery tasks/operations; only the additional PPE that may be needed for a specific hazard is noted below.

General PPE includes:

- Hard hat for overhead impact or electrical hazards
- Eye protection with side shields
- Gloves chosen for job hazards expected (e.g., heavy-duty leather work gloves for handling debris with sharp edges and/or chemical protective gloves appropriate for chemicals potentially contacted)
- ANSI-approved protective footwear
- Respiratory protection as necessary
References

Occupational Safety and Health Administration – OSHA

National Institute of Occupational Safety and Health – NIOSH

American National Standards Institute – ANSI

A300-2001, Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices

Scope

This standard describes the procedures for the trimming of trees, shrubs, and other vegetation within and adjacent to right-of-way accesses, conductors, poles, and towers up to 115 kV that are maintained by Tacoma Power.

For specifications and requirements regarding 230 kV lines refer to Tacoma Power’s Transmission Vegetation Management Program.

Purpose

Vegetation trimmed per this standard is meant to provide public safety and reliable electric service. The techniques applied by Tacoma Power encourage growth to be away from the conductors, poles, and towers and to provide suitable access to overhead conductors and structures utilizing best management practices. As a result the techniques described in this standard are likely to require limbs and/or tops to be trimmed further than the minimum clearances listed in this standard.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow all established safe work practices and work procedures in the performance of assigned tasks.

Contents

This publication contains the following topics:

<table>
<thead>
<tr>
<th>Topic</th>
<th>See Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overhead Clearances</td>
<td>2</td>
</tr>
<tr>
<td>Conductor Clearances</td>
<td>3</td>
</tr>
<tr>
<td>Pruning Techniques</td>
<td>6</td>
</tr>
<tr>
<td>Trimming Plans</td>
<td>7</td>
</tr>
<tr>
<td>Vegetation Control</td>
<td>11</td>
</tr>
<tr>
<td>Vegetation Zone Management Recommendations</td>
<td>12</td>
</tr>
</tbody>
</table>
Overhead Clearances

Vegetation trimmed and/or cleared per this standard **shall** follow the minimum clearances listed below.

**Climbing Space**

In order to ensure safe and usable climbing space for all workers of utilities that have pole attachments all vegetation will be cleared for a minimum of 3 feet from the surface of the pole in all directions. Refer to Figure #1.

**Note:** Ivy growing on a pole or structure shall be removed when encountered. Ivy is a climbing hazard and may become an electrical hazard if allowed to grow into the electrical utility space.

**Figure #1**

Climbing Space

![Climbing Space Diagram](image)
Conductor Clearances

From Electrical Conductors

The operating voltage of the conductors determines clearances from the electrical conductors. These clearances are intended to accomplish two primary goals:

- Keep tree limbs from falling onto the conductors which result in outages to our customers and potential damage to equipment.
- Keep non-qualified workers and others far enough from the conductors when in the trees to meet the minimum approach distances set by WAC 296-155 and WAC 296-45.

Refer to Figures #2 & #3.

From Low Voltage Conductors

Tacoma Power trims low voltage conductors (0 to 600 Volts).

Low voltage service conductors (services) that extend to the customer weatherhead on their property are to be trimmed by the customer or their contractor.

<table>
<thead>
<tr>
<th>Voltage of Conductors</th>
<th>Clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 600 Volts</td>
<td>3 to 5 feet</td>
</tr>
</tbody>
</table>

Minimum Horizontal to High Voltage Conductors

Trees and/or limbs shall be trimmed to meet the following minimum horizontal clearances.

<table>
<thead>
<tr>
<th>Voltage of Conductors (Kilovolts, Phase to Phase)</th>
<th>Horizontal Clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td>601 V to 50 kV</td>
<td>10 feet</td>
</tr>
<tr>
<td>51 kV to 121 kV</td>
<td>15 feet</td>
</tr>
</tbody>
</table>

Continued on next page
Conductor Clearances, *Continued*

Tree limbs that extend above the conductors shall be cleared to a minimum clearance as listed below:

Limbs above the minimum clearance shall be cut back in order to support normal snow load, reduce wind whipping, and any other unnecessary hazards.

<table>
<thead>
<tr>
<th>Voltage of Conductors (Kilovolts, Phase to Phase)</th>
<th>Vertical Clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td>601 V to 50 kV</td>
<td>10 feet</td>
</tr>
<tr>
<td>51 kV to 121 kV</td>
<td><em>No Overhanging Branches</em></td>
</tr>
</tbody>
</table>

*Note:* Transmission and distribution feeder conductors may have large variations in sag due to the temperature of the conductors. Additional vertical clearance may be required when the conductors are heavily loaded. If there are questions concerning the sag contact T&D Engineering.

Continued on next page
Conductor Clearances, *Continued*

Figure #2  Pruning Illustration for Distribution

Figure #3  Pruning Illustration for Transmission
Overhead Clearances

<table>
<thead>
<tr>
<th>Imminent Threat: (Conditions requiring an immediate response)</th>
<th>Immediately notify System Operator of the location and nature of the problem and the potential impact on transmission line.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Danger trees</td>
<td>Evaluate whether the vegetation can be removed or stabilized without an outage; if so, correct problem as soon as possible.</td>
</tr>
<tr>
<td>• Severely reduced vertical or horizontal clearances</td>
<td>Evaluate all other methods of mitigation prior to requesting an unscheduled outage.</td>
</tr>
</tbody>
</table>

Pruning Techniques

Tacoma Power uses the most recent pruning techniques including those shown in the ANSI standards 133 and 300 on tree trimming. This includes the drop crotch pruning techniques.

Undesirable Techniques

The following techniques are not practiced by Tacoma Power.

<table>
<thead>
<tr>
<th>Technique</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Through or V Trimming</td>
<td>This technique results in trees that are hard to maintain as the trees grow larger.</td>
</tr>
<tr>
<td>Pollarding and Shearing</td>
<td>This technique promotes excessive sucker growth.</td>
</tr>
</tbody>
</table>
Trimming Plans

The following portions of this standard describe how trees are trimmed in different circumstances.

General Plan

The trimming of trees will follow the criteria below:

- Trees will be trimmed in such methods as to direct new growth away from electrical conductors, poles, and towers.
- When possible trees that will pose continual maintenance or hazard to the electrical facilities will be removed.

Customer Requests

At times customers may request specific trimming of trees that are to be trimmed. Tacoma Power will consider such requests; however, the minimum clearances will not be compromised.

Danger Trees

Danger trees are trees that are located within falling distance to our power lines and may pose a hazard to the electrical facilities due to tree health, ground conditions, or any other condition that leaves the tree unstable.

When these trees are identified Tacoma Power will notify the owner and work with the owner on a case by case basis to have the trees removed.

Diseased Vegetation

Tacoma Power will identify and remove diseased portions of trees during routine tree trimming activities. Limiting the spread of tree disease is a concern of Tacoma Power.

**Dutch Elm Disease:** Tacoma Power will not plan on trimming Elm trees between the months of March and October to reduce the potential of Dutch Elm Disease.

Crown Reduction or Topping

Crown reduction is cutting back large portions of the upper portion of the tree. Crown reduction is often required when a tree is located directly beneath electrical conductors. The main leader or leaders of the tree are cut back to a suitable lateral branch. Whenever possible the lateral branch should be at least 1/3rd the diameter of the leader limb(s) being removed.

Continued on next page
Trimming Plans, Continued

Figure #4  Crowning of Trees

Side Trimming

Side trimming is the removal of limbs or portions of limbs that are too close to the electrical conductors from the side. Limbs are removed at a lateral branch at least 1/3rd the diameter. Unsightly notches should be avoided when possible. Balancing the appearance of the tree by trimming branches above, below, and on the opposite side of the tree is encouraged.

Dead limbs above the electrical conductor are removed to reduce the potential of them falling on the electrical conductors. Refer to Figures #5 and #6 for examples.

Continued on next page
Trimming Plans, *Continued*

Figure #5  Side Trimming

---

*Continued on next page*
Trimming Plans, *Continued*

**Figure #6**  Overhanging branches

---

**Before trimming overhanging branches**

---

**After trimming overhanging branches**
Vegetation Control

The following methods and techniques may be used to control vegetation growth in and around Tacoma Power’s facilities.

Tree Replacement

Trees adjacent to and/or beneath power lines that are likely to become clearance problems within 3 years after trimming are strongly suggested to be replaced by other species of trees.

Tacoma Power will work with the property owners, and/or other agencies to identify the most appropriate species of trees to plant in place of the problem trees. Refer to the following publication for a list of alternative trees to be planted near power lines: *Tacoma Power’s Guide for Planting the Right Tree in the Right Place.*

Wetlands & Environmentally Sensitive Areas

Selective trimming or removal of trees within wetlands and other environmentally sensitive areas will only be conducted where a hazard to the power lines has been identified.

**Note:** Tacoma Power will contact The City of Tacoma Natural Resources Department, Pierce County Department of Public Works, and/or the State of Washington Department of Natural Resources prior to any work within wetland designated areas.

Herbicide Spaying

Herbicides are used to control growth in difficult, selected areas, or in unusual circumstances as determined by the T&D Construction Office. On utility right-of-ways where root stems and sprouts flourish from cut stumps and fallen logs, stump spraying has shown good results.

**Note:** Caution shall be used when spraying near valuable plants, trees, and maintained properties so as not to affect them. Herbicides will not be used within wetland designated areas.

Growth Regulators

Growth regulators may be used to help extend clearance cycles in difficult areas when appropriate as determined by the T&D Construction Office.
Vegetation Zone Management Recommendations

Vegetation Mowing

When it is environmentally and economically feasible, Tacoma Power may choose to use right-of-way-mowing equipment to clear vegetation adjacent to and under conductors.

This method is typically used in rural transmission rights-of-ways. Figures #7 & #8 show examples of Vegetation Zones associated with Tacoma Power transmission structures and conductors.

Figure #7  Vegetation Zones beneath Monopole
Figure #8  Vegetation Zones beneath Lattice Tower
Vegetation Zone Restrictions

The following describes the requirements for each Zone which extends from structure to structure.

**Note:** Vegetation Zones extend equal distances on both sides of structures and conductors.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Description</th>
<th>Permissible Vegetation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Wire Zone</td>
<td>The area extending from center of the structure outward 25 feet on both sides</td>
</tr>
<tr>
<td></td>
<td></td>
<td>This working zone shall be kept clear of all tall brush and trees.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Periodic mowing of this area is essential.</td>
</tr>
<tr>
<td>B</td>
<td>High Shrub</td>
<td>That area extending 25 feet beyond the Wire Zone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vegetation material in this zone will consist of tall shrubs and small tree-types.</td>
</tr>
<tr>
<td>C</td>
<td>Forest Zone</td>
<td>The area beyond the High Shrub Zone</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>(This area may be outside of the established ROW)</em></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Larger trees, shrubs, some snags, and heavier vegetation are permitted. However, trees</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and vegetation in this area will be monitored for uprooting, leaning, or hazardous</td>
</tr>
<tr>
<td></td>
<td></td>
<td>tree conditions and will be removed if they pose a hazard to the transmission line.</td>
</tr>
</tbody>
</table>

New Techniques

Tacoma Power will continue to pursue new techniques for controlling vegetation around its facilities.
Scope

Hand and portable powered tools must be maintained in serviceable condition.

Each tool must be used and maintained according to the manufacturer’s requirements.

The hand and portable powered tools shall be used only for purposes for which it was designed.

The cutting edge of each tool should be sharpened according to manufacturer’s specifications whenever it becomes dull during the workshift.

Each tool should be stored in the provided location when not being used at a worksite.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers using hand and portable powered tools during the course of assigned tasks shall be properly trained in its usage and shall follow all established work practices and procedures in the performance of assigned tasks.

<table>
<thead>
<tr>
<th>Topic</th>
<th>See Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chainsaw Procedures</td>
<td>2-3</td>
</tr>
<tr>
<td>Safety Clothing &amp; Equipment</td>
<td>4</td>
</tr>
</tbody>
</table>
Chainsaw Procedures

Chainsaw operators shall inspect the saw before each use to assure that all handles and guards are in place and tight, that all controls function properly, and that the muffler is operational.

Chainsaw operators shall follow manufacturer’s instructions on operation and maintenance.

Power saws weighing more than 15 pounds that are used in trees shall be supported by a separate line, unless the work is performed from an aerial lift.

When starting a chainsaw, it shall be placed on or against a solid support and the area cleared of all co-workers.

The operator shall grip the saw with both hands during the entire cutting operation.

Chainsaw operators shall, when necessary, clear the immediate area around their work to make certain that brush will not interfere with either the saw or the operator.

All chainsaws shall be equipped with “dead man” controls, so the control cannot lock in the “on” position.

Stop a chainsaw

The chainsaw engine shall be stopped for the following reasons:

- When working on any part of the chain or cutting bar.
- While the saw is being moved from one location to another, including being carried up into the tree.
- While the saw is unattended.

A gasoline driven chainsaw engine shall be stopped when being refueled.

If gasoline is spilled on the chainsaw during fueling, it shall be wiped off before the engine is started.
Chainsaw Procedures continued

Chainsaws shall not be started within 10 feet of a fueling area.

A gasoline driven chainsaw shall not be used above shoulder level or at a distance that would require the operator to relinquish a safe grip on the saw.

Employees shall not approach a chainsaw operator within the reach of the saw while the saw is in operation.

An employee shall never hand a pneumatic or hydraulic pruner or saw to another employee unless it is disconnected or shut off.

| Chainsaw brake | Always make sure the chain brake is functioning and capable of stopping the chain in the event of kickback. The hand guard must be in good condition. A good chain brake has a centrifugal clutch that will activate the brake by impact only, even if the hand guard is not activated. |
| Throttle lock  | The lock on the top of the rear handle must be functioning and not taped down or broken to prevent unintentional acceleration of the saw from incidental contact with fingers or sticks. |
| Chain catcher  | This protection at the rear of the chain must be in place to guard against chain that is thrown off of the bar from contacting the gas tank or your arm. |
| Bolts and handles | Bolts and handles should be checked before operation to ensure that they are tight. |
Safety Clothing & Equipment

All chain saw operators must wear:

- hard hat
- eye protection
- hearing protection
- leg protection that is UL listed (Chaps) unless in elevated position
- boots with cut resistant material
Scope

It is the intent of this work practice standard to help assist the Tacoma Power Transmission & Distribution Line Clearance Tree Trimmer and Arborist in the performance of their daily task as a reminder to work smarter and cautiously when working aloft and on trees.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and Arborists shall follow all safe work practices and established work procedures in the performance of their daily task.

Work Practices

A visual hazard assessment, including a root collar inspection, shall be performed prior to climbing, entering, or performing any work in a tree.

A second line clearance tree trimmer, arborist or other worker trained in emergency procedures shall be within visual or voice communication during arboricultural operations above 12 feet.

Climbing lines used in a split-tail system and split-tails shall be terminated with an eye splice or a knot that interfaces approximately with the connecting link that it is attached to. The termination knot selected shall remain secure under normal loading and unloading. When using a carabiner without a captive eye, the knot or eye splice shall cinch in place to prevent accidental opening and/or side-loading of the carabiner.

Line clearance tree trimmers and arborist shall inspect climbing lines, worklines, lanyards, and other climbing equipment for damage, cuts, abrasion, and/or deterioration before each use and shall remove them from service if signs of excessive wear are found.
Line clearance tree trimmer and arborist saddles and lanyards used for work positioning shall be identified by the manufacturer as suitable for tree climbing. Saddles and lanyards used for work positioning shall not be altered in a manner that would compromise the integrity of the equipment.

Hardware used in the manufacturer of saddles shall meet the hardware material, strength, and testing requirements outlined in ANSI 359.1.

Climbing lines shall have a minimum diameter of ½ inch and be constructed from synthetic fiber, with a minimum breaking strength of 5400 pounds when new. Maximum working elongation shall not exceed 7 percent at a load of 540 pounds. Climbing lines shall identified by the manufacturer as suitable for tree climbing.

**Exception**

In arboricultural operations not subject to regulations that supersede Z133.1, a line of not less than 7/16 inch diameter may be used, provided the employer can demonstrate it does not create a safety hazard for the climber and the climber has been trained in its use. The strength and elongation ratings of the line selected shall meet or exceed that of ½ inch arborist climbing line.

Prusik loops, split-tails, and work-positioning lanyards used in a climbing system shall meet the minimum strength standards for arborist climbing lines.

Snap hooks (rope snaps) used in climbing shall be self-locking and self-closing, with a minimum tensile strength of 5000 pounds.

Carabiners used in climbing shall be self-closing and self-locking, with a minimum tensile strength of 5000 pounds. Carabiners shall be designed to release the load by requiring at least two consecutive, deliberate actions to prepare the gate for opening.

**Splicing**

Splicing shall be done in accordance with cordage manufacturers’ specifications.

All load bearing components of the climbing system shall meet the minimum standards for arborist climbing equipment.
Equipment used to secure an arborist in the tree or from an aerial lift shall not be used for anything other than its intended purpose.

**Exception**

The arborist climbing line may be used to raise and lower tools.

Rope ends shall be finished in a manner to prevent raveling.

Ropes and climbing equipment shall be stored and transported in such a manner to prevent damage through contact with sharp tools, cutting edges, gas, oil, or chemicals.

Climbing line should never be left in trees unattended.

Line clearance tree trimmers and arborist shall have available a climbing line and work positioning lanyard and at least one other means of being secured while working aloft; for example, climbing line and a work positioning lanyard.

The climber shall be tied in once the work begins and shall be tied in until the work is completed and he or she has returned to the ground. The climber shall be secured when repositioning the climbing line.

While ascending a ladder to gain access to a tree, the climber shall not work from or leave the ladder until he or she is tied in or otherwise secured.

Hands and feet should be placed on separate limbs, if possible, and three points of contact should be maintained with the tree while climbing.

A false crotch and/or false crotch redirect may be used at the discretion of the climber in lieu of a natural crotch.

The tie-in position should be well above the work area so that the climber will not be subjected to an uncontrolled pendulum swing in the event of a slip.

When a climber is working at heights greater than one-half the length of the climbing line, a figure 8 knot shall be tied in the end of the climbing line to prevent pulling the rope through the climbing hitch.

**References**

ANSI Z133.1-2006
Scope

This document addresses many common hazards related to felling and bucking trees which the line clearance tree trimmer may encounter as well as precautions to reduce those dangers.

Introduction

The hazards of line clearance tree trimming can be great and, in many cases, result in serious injury or death. Contact with overhead power lines, being struck by fallen tree sections, and faulty or defective equipment increase the dangers associated with tree removal.

Workers must maintain a constant awareness of the work being performed as well as any changes occurring in their surroundings. The methods described in this document are useful to anyone involved with tree removal in the course of their work.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and workers shall follow established safe work practices and work procedures while performing tree maintenance and felling trees.

Job briefing

A job briefing must be held prior to the start of work and anytime significant changes to the work occur which might affect the safety of the workers.

<table>
<thead>
<tr>
<th>Topic</th>
<th>See Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felling</td>
<td>2</td>
</tr>
<tr>
<td>Bucking</td>
<td>4</td>
</tr>
<tr>
<td>Kickbacks</td>
<td>6</td>
</tr>
<tr>
<td>Wedges</td>
<td>7</td>
</tr>
</tbody>
</table>
Felling

Felling is the process of causing standing trees to fall either through cutting or some type of mechanical means such as knocking over with equipment. It is inherently dangerous work and safe practices must be observed to minimize risks. The following guidelines can assist in keeping the worker and others in the area safe.

Size up work site

Examine the work area taking note of hazards and other factors affecting the work including:

- location of nearby trees
- lean of the tree to be cut
- tree decay or rot
- wind force and direction
- rocks near cut area
- loose material in branches and on the ground
- nearby structures
- overhead conductors
- other personnel in the area
- slope of the ground
- escape route obstructions

Identify hazardous trees

Be especially aware of trees which pose additional hazards and require additional caution such as:

Widow makers

Trees with broken or dead limbs or dead trees hung up in other trees that may fall during the cut.

Spring poles

Saplings or branches that are bent and held under tension by another tree. If the spring pole is cut or the other tree is removed from it, the sapling can snap up with a tremendous force and cause serious injury.

Co-dominant stems

A tree with two or more main stems of about the same size that emerge from the same location on the trunk. Joints at co-dominant stems are more susceptible to failure.
Felling (cont.)

Identify escape route

Before felling a tree, identify the direction the tree will fall and plan an escape route. The preferred escape route is 45 degrees on either side of a line drawn opposite the intended direction of the fall. Clear obstructions along the escape route and use this path once the cut has been completed and the tree has committed to the fall.

Making the cut

Before making the first cut, ensure the area in the direction of the intended fall is clear of structures or personnel. Be aware of the wind direction and mindful it could change unexpectedly. If another worker is felling a tree nearby, the distance between the workers must be at least two tree-lengths of the trees being felled.

Notches

Determine the appropriate cut to make. Notching must be made on all trees greater than five inches (5") in diameter at breast height when felling whether saw cut or pushed over by mechanical means.

The three common notches for directional felling are:

- **Conventional** notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut above it creating a notch of approximately 45 degrees.

- **Humboldt** notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut below it creating a notch of approximately 45 degrees.

- **Open face** notch cut into the side of the tree facing the intended direction of fall. It consists of two cuts creating a notch greater than 70 degrees.
Felling (cont.)

Ensure all necessary and required safety equipment is worn prior to starting the chain saw. Stand with feet well braced and begin the first cut of the face cut a depth of one-quarter to one-third the diameter of the tree on the side where it is to fall. Complete the notch with the second cut making sure the ends of the cuts meet.

Back cut

Make a horizontal back cut on the opposite side one to two inches above the apex of the notch to create a hinge. (If cutting an open face notch, make the back cut even with the notch angle) Slow the chain as the saw approaches the notch. Do not allow the back cut to penetrate the hinge area.

Remove the saw and insert wedges into the back cut. Finish the felling by tapping the wedges into the cut causing the tree to fall in the direction of the notch. Call a warning such as "timber" to others in the area as the tree begins to fall.

Shut the saw engine off and use the predetermined escape route to move away from the falling tree to a safe area.

Bucking

Bucking is the process of sawing trees or limbs into smaller more manageable sections once they are on the ground. Because of the possibility of unseen hazards hidden in timber on the ground, additional precautions must be taken to ensure worker safety.

Prior to bucking, ensure the saw’s chain brake is functioning properly.

General guidelines

Trim the limbs from the opposite side keeping the tree stem between the sawyer and the chain saw.

Never make cuts with the saw between your legs or straddle the limb to be cut.

If working on a hill, stand on the uphill side unless side binding would cause the cut log to release uphill. Work towards the top.

Use extra care when cutting small trees. Trees four to five inches in diameter can usually be felled with one cut. Watch for bounce backs and limbs.

If the saw becomes pinched or bound, begin a new cut on the opposite side or use a wedge. Make all cuts at top speed on full throttle.

When bucking a tree use caution to ensure the chain does not hit the ground. Striking the ground with chain can damage and dull the chain, create sparks resulting in fires, cause the operator to lose control of the saw, and other undesirable consequences.
Bucking (cont.)

Prior to bucking

Depending on where a felled tree comes to rest, it may be subjected to directional forces, or binds. Before bucking the tree, walk the entire length and evaluate it for possible hidden strains and loading. Trees resting against large rocks or standing trees may have stored energy in the form of lateral forces. Those on uneven ground or resting on objects may have top, bottom, or end binding. These binds determine bucking techniques and procedures which require added caution when cutting.

Binds

The types of stresses resulting from the binds are compression, where the wood fibers are pushed together, and tension, where the fibers are being pulled apart. Identify the binds affecting the log and make the first cut through the compression side and the final cut on the tension side. Beware of hidden branches under the log which will affect binding. Multiple stresses may be present in the same log along its length.

No binding

When the trunk is supported along its entire length, make cuts from the top (called over buck) one-third the diameter of the log deep, the entire length of the trunk. When this is completed, roll it over and make the final cuts.

A log resting unobstructed on level ground has no binding and experiences little tension or compression.

Top bind

When the log is supported from both ends (top bind), cut one-third the diameter from the top (over buck), then complete the cut by cutting upward from the underside (under buck) to meet the first cut.

The tension area is on the bottom of the log. The compression area is on the top.

Bottom bind

When the log is supported on one end (bottom bind), make the first cut (under buck) one-third the diameter, then complete from topside by over bucking the upper two-thirds to meet the under buck.

The tension area is on the top of the log. The compression area is on the bottom.
Bucking (cont.)

Side bind  This is a particularly hazardous situation as the amount of tension and the distance the log will travel when the tension is released is unknown. Identify pivot points and direction the log will move when the pressure is released (tension side) and cut from the opposite side. Use standing trees as protection from the moving log. Remove a pie-shaped section from the compression area, and then make the release cut in the tension area.

Pressure is exerted sideways on the log. This can occur when the tree falls between multiple fixed points or is still attached to the stump.

End bind  Cut from the top down, inserting a wedge as soon as possible. Finish by cutting down from the top. Watch the wood chips to make sure that the chain is not cutting in the dirt (look for dark chips).

Weight compresses the log’s entire cross section, often as a result of a downhill slope.

Kickbacks

Kickback occurs when a chain tooth near the nose of the bar catches on a solid object, if the saw is incorrectly used to begin a plunge or boring cut, or if the tip becomes pinched in the cut. These conditions can cause the chain to catch and violently throw the saw up and back towards the operator often resulting in serious or fatal injuries.
Kickbacks (cont.)

The risk of kickback can be reduced in the following ways:

- Hold the saw firmly with both hands.
- Grip the top handle with the thumb wrapped around it.
- Use a saw equipped with chain-brake or kickback guard.
- Watch for branches that can pinch the chain.
- Do not pinch the bar while in the log cut.
- Saw with the lower part of the bar, close to the bumper, not the top near the nose.
- Maintain high saw speed when entering or leaving a cut in the wood.
- Keep the chain sharp. Dull teeth are more likely to catch.
- Cut only one piece at a time.

Do not reach above shoulder height to cut trees or branches with the saw. This position reduces control over the saw and places the chain too close to the face.

Wedges

Wedges are designed to assist in the felling and bucking of trees and are generally made of wood, plastic, or a soft metal such as aluminum. Hard metals such as steel or iron are not used in the event the chain strikes the wedge resulting in severe chain damage.

Uses

Wedges may be used any time the possibility of sitback or binding of the saw exists but the saw chain must be stopped if there is a danger of driving the wedge into it.

Wedges should be used in case the lean was incorrectly established, to counter the effects of the wind, or the sawyer intends to fell the tree in a direction that differs from the tree’s natural lean. Two wedges are typically used in these cases and are positioned parallel to the intended direction of the fall.

Proper positioning

When the final cut is up to the proper depth for felling the tree, remove the chain saw. Shut the chain saw off and move it back to a safe position. Then tap the wedges with a sledge or maul to fell the tree.
Scope

This standard covers the process for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, trees, etc. or are under their own tensions, strains, and forces.

Introduction

Work should be done by trained professionals.

Workers shall do a hazard analysis and develop a work plan that addresses all recognized hazards.

To assure the highest level of safety, it is imperative that employees carefully inspect downed trees for any visible strains in the horizontal, vertical, or lateral directions, in addition to inspecting for rotational forces. This inspection is best done from various angles and distances.

If it is determined that there is a risk due to forces and strains, a plan that identifies those risks shall be used.

Safety

Safety is an important part of any job; this is especially true when working in, on, or near trees and poles with the ever-present threat of unknown tensions.

Tacoma Power’s Transmission & Distribution Line and Line Clearance Tree Trimmers shall follow and adhere to all established work practices and safe work procedures.

<table>
<thead>
<tr>
<th>Topic</th>
<th>See Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blocking Down A Tree</td>
<td>2</td>
</tr>
<tr>
<td>Recommended Best Practice</td>
<td>3</td>
</tr>
<tr>
<td>Figures 1-3</td>
<td>4-6</td>
</tr>
</tbody>
</table>
Tensions, strains, and forces are a considerable hazard on any work site. To ensure safe work practices, employees shall adhere to the following steps for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, etc. or are under their own tensions, strains and forces.

In some cases the removal of a tree leaning into the power lines and/or communication cables may be removed by blocking down the tree, ultimately reducing the tension gradually.

Blocking down a tree is a process of removing a tree from the butt end in pieces, and letting gravity and/or tension clear the tree off.
### Best Practice Method

The following is a recommended best practice:

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong></td>
<td>When working in an area where tension may be present in the downed power or communication lines, employees shall evaluate the work site and attempt to identify any and all hazards such as structural damage (i.e. adjacent poles, towers, property, and trees), tension and forces placed on remaining lines, electrical hazards, and tree hazards.</td>
</tr>
<tr>
<td>1</td>
<td>If a clearance is needed, employees shall follow the procedures outlined in the Red book.</td>
</tr>
<tr>
<td>2</td>
<td>Whenever employees must be positioned in the bite, risks need to be minimized through proper rigging techniques. A safety line shall be placed over the conductor, messenger or guy and used as a hold down device that can be relieved under tension. Every effort should be made to avoid being in the bite. Every effort must be made to avoid snap back or shock loading when load is removed.</td>
</tr>
<tr>
<td>3</td>
<td>When possible, the crew shall remove brush from the top of the tree, cutting branches as close to the trunk as possible, to improve visibility. Employees shall make every effort to identify when additional restraint is needed in addition to the blocking.</td>
</tr>
<tr>
<td>4</td>
<td>Whenever possible, the crew shall tie a tag line in the tree just below the conductors to help guide and control the tree after blocking has begun.</td>
</tr>
<tr>
<td>5</td>
<td>Additional references can be found in work practice W-GR-9001 (Working with Strains on Lines).</td>
</tr>
</tbody>
</table>
Figure 1a, b

- Trunk cut to relieve line strain
- Tag Line may be used
Figure 2

- Bite area
- Tie down
- Fall zone
- Tag line
Figure 3

Note: start blocking at butt of tree
### APPENDIX “B” – SAMPLE INVOICE

**XYZ Company**

PO Box 123  
Anywhere, USA 12345

Work Week Ending Date:  12/02/2015  
XYZ Crew Foreman:  Tom Thumb

**XYZ Company**

PO Box 123  
Anywhere, USA 12345

Work Week Ending Date:  12/02/2015  
XYZ Crew Foreman:  Tom Thumb

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self feed chipper</td>
<td>8</td>
<td>$200.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self feed chipper - minus the Groundperson (this hourly rate is less the current billing rate of $25.00 for a Groundperson)</td>
<td>8</td>
<td>$175.00</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Line Item #11 ISA Certified Arborist w/Transportation</td>
<td>24</td>
<td>$100.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Line Item #18 Off-Road (all terrain) 75ft working height Man-Lift</td>
<td>10</td>
<td>$60.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**Subtotal**  
$6,000.00

**Sales Tax**  
-

**TOTAL**  
$6,000.00

**REMIT PAYMENT TO:**  
PO Box 123, Anywhere, USA 12345  
Terms: NET 30 Days
APPENDIX “C”

PREVAILING WAGE & BENEFIT CODE KEY
PREVAILING WAGE RATES

COUNTY: Based on Individual Project

PIERCE, MASON, LEWIS, KING AND KITSAP

Location Effective date February 3, 2015

See Department of Labor and Industries URL link
Overtime Codes

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

   J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

   K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
Benefit Code Key – Effective 8-31-2014 thru 3-3-2015

1. **N.** All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

2. **O.** The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

3. **P.** All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

4. **Q.** The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

5. **R.** All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

6. **S.** The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

7. **U.** All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

8. **V.** All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

9. **W.** All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

10. **X.** The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

11. **Y.** All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

12. **Z.** All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
2. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

   W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
3. C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

**Holiday Codes**


**Holiday Codes Continued**


Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

**Holiday Codes Continued**


B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President’s Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
I. Holidays: New Year’s Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year’s Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year’s Day, The Day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.


Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

R. Paid Holidays: New Year's Day, the day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, The Day After Or Before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   Over 50' To 100' -$2.00 per Foot for Each Foot Over 50 Feet
   Over 100' To 150' -$3.00 per Foot for Each Foot Over 100 Feet
   Over 150' To 220' -$4.00 per Foot for Each Foot Over 150 Feet
   Over 220' -$5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   Over 50' To 100' -$1.00 per Foot for Each Foot Over 50 Feet
   Over 100' To 150' -$1.50 per Foot for Each Foot Over 100 Feet
   Over 150' To 200' -$2.00 per Foot for Each Foot Over 150 Feet
   Over 200' -Divers May Name Their Own Price

D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows - Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
APPENDIX “D”

STATEMENT OF INTENT TO PAY PREVAILING WAGES
STATEMENT OF INTENT TO PAY PREVAILING WAGES
Public Works Contract
$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)__________________

Your Company Information

Company Name

Address

City State Zip+4

Contractor Registration Number UBI Number

Industrial Insurance Account Number

Email Address (required for notification of approval) Phone Number

Awarding Agency Information

Project Name Contract Number

Awarding Agency

Awarding Agency Address

City State Zip+4

Awarding Agency Contact Name Phone Number

County Where Work Will Be Performed City Where Work Will Be Performed

Additional Details

Your Expected Job Start Date (mm/dd/yyyy)

Job Site Address/Directions

ARRA Funds

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

Prime Contractor Information

Prime Contractor

Contractor Registration Number UBI Number

Hiring Contractor Information

Contractor Registration Number UBI Number

Employment Information

Do you intend to use subcontractors? □ Yes □ No

Will employees perform work on this project? □ Yes □ No

Will ALL work be subcontracted? □ Yes □ No

Do you intend to use apprentice employees? □ Yes □ No

Number of Owner/Operators who own at least 30% of the company who will perform work on the project:

□ None (0) □ One (1) □ Two (2) □ Three (3)

Crafts/Trades/Occupations – (Do not list apprentices they are listed on the Affidavit of Wages Paid only.)

If an employee works in more than one craft, ensure that all hours worked in each craft are reported below. For additional craft/trades/occupations please use Addendum A.

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

Signature Block

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

Name: Title: Signature: Date:

For L&I Use Only

APPROVED: Department of Labor and Industries Check Number: □ $40 or □ $ Received:

By: Industrial Statistician

F700-029-000 Statement of Intent to Pay Prevailing Wages 06-2010
APPENDIX “E”

AFFIDAVIT OF WAGES PAID
**AFFIDAVIT OF WAGES PAID**

Public Works Contract

$40.00 Filing Fee Required

### Your Company Information

<table>
<thead>
<tr>
<th>Your Company Name</th>
<th>Project Name</th>
<th>Contract Number</th>
</tr>
</thead>
</table>

*Your Address*

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip+4</th>
</tr>
</thead>
</table>

*Your Contractor Registration Number*  

*Your UBI Number*

*Your Industrial Insurance Account Number*

*Your Email Address (required for notification of approval)*  

*Your Phone Number*

### Awarding Agency Information

<table>
<thead>
<tr>
<th>Awarding Agency</th>
<th>Contract Number</th>
</tr>
</thead>
</table>

*Awarding Agency Address*

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip+4</th>
</tr>
</thead>
</table>

*Awarding Agency Contact Name*

*Phone Number*

*County Where Work Was Performed*  

*City Where Work Was Performed*

### Additional Details

**YOUR** Job Start Date (mm/dd/yyyy)  

**YOUR** Date Work Completed (mm/dd/yyyy)

*Job Site Address/Directions*  

*Intent ID # (Six Digit Number)*

### ARRA Funds

Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?  

- [ ] Yes  
- [ ] No

### Contract Details

*Bid Due Date (Prime Contractor’s)*  

*Award Date (Prime Contractor’s)*

Indicate Total Dollar Amount of **YOUR** Contract (including sales tax): $__

### Weatherization or Energy Efficient Funds

Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?  

- [ ] Yes  
- [ ] No

### Prime Contractor Information

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

### Hiring Contractor Information

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

### Employment Information

**Did you use subcontractors?**  

- [ ] Yes (**Addendum B Required**)  
- [ ] No

**Was ALL work subcontracted?**  

- [ ] Yes (**Addendum B Required**)  
- [ ] No

**Did employees perform work on this project?**  

- [ ] Yes  
- [ ] No

**Did you use apprentice employees?**  

- [ ] Yes  
- [ ] No

Number of Owner/Operators who own at least 30% of the company who performed work on the project:  

- [ ] None (0)  
- [ ] One (1)  
- [ ] Two (2)  
- [ ] Three (3)

### Crafts/Trades/Occupations and Apprentices

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

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Total # of Hours Worked</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly “Fringe” Benefits</th>
</tr>
</thead>
</table>

### Signature Block

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

**APPROVED:**  

Department of Labor and Industries

**Check Number:**  

- [ ] $40  
- [ ] $_____

**Received:**  

- [ ]______

By:  

Industrial Statistician

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

Page 182 of 214
APPENDIX “F”

CONTRACT SAMPLE
CONTRACT

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and

Enter vendor name ___________________________ herein after called the "Contractor."

WITNESSETH:

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

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

Specification No. enter spec number

Project: enter spec name

Contract Total: $ __________ , Select applicable tax information

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 2020.

CITY OF TACOMA: PRINCIPAL: Enter vendor name

By: ________________________________ By: ________________________________

Title of dept or div staff w/auth to sign for this $ amt Signature

By: ________________________________

Select one (for contract totals over $50K or NA) Printed Name

By: ________________________________

Director of Finance Title

APPROVED AS TO FORM: ________________________________

By: ________________________________

City Attorney

Form No. SPEC-120A Revised: 03/28/2014
APPENDIX “G”

SURETY / PERFORMANCE BOND SAMPLE
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, as principal, and a corporation organized and existing under the laws of the State of 
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of $____________________, for the payment of

which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

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

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

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

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said
City has or is about to enter with the above bounden principal, a certain contract, providing for

Speciﬁcation No.:

Speciﬁcation Title:

Contract No:

(which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Approved as to form: 

Principal:

City Attorney

By:

Surety:

By:

Agent’s Name:

Agent’s Address:
APPENDIX “H”

RETAINAGE BOND TEMPLATE
BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS:

That we __________________________________, as PRINCIPAL, and ____________________________________, a corporation organized and existing under the laws of the State of __________________________________________, and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington (“OBLIGEE”), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of __________________________________________, ($______________) lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Obligee have entered into and executed a certain contract for: __________________________________________________________ (Contract No.__________________________), dated___________________________, 20______; and

WHEREAS, said Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum of five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

NOW, THEREFORE, The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Obligee harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligee may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Obligee, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.
5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this __________ day of ____________________, 20______.

PRINCIPAL: ____________________________
By: ____________________________
Title: ____________________________

SURETY: ____________________________
By: ____________________________
Title: ____________________________

Address for Service: ____________________________

Approved: ____________________________
Approved as to Form and Legality:

Finance Director
Deputy/Assistant City Attorney
APPENDIX “I”

TACOMA POWER WORK PRACTICE W-GR-4030
Scope

This work practice documents the anticipated level of arc energy for Transmission & Distribution personnel who work on or near energized electrical parts or equipment and discusses the use of flame resistant clothing.

Purpose

The purpose of this work practice is to provide guidelines and requirements for flame resistant (FR) work related apparel and related personal protective equipment (PPE) for Tacoma Power workers.

The FR Safety Program has been established to help reduce the extent of burn injuries which could result from clothing ignition from an arc flash while working on or near exposed energized electrical parts or equipment in the workplace.

By self-extinguishing, FR clothing will not add to the extent of injury in the event of an arc flash. However, FR clothing is not fireproof and by itself should not be relied upon to prevent all arc flash injuries.

Program Overview

The FR program is administered by the Tacoma Power T&D Safety Department under the guidelines established by Staff Procedure T&D-47. The wearing of flame resistant clothing is considered an integral part of T&D's overall personal protective equipment program and is enforced in a similar manner.

All clothing and equipment will be worn in accordance with safety policies and manufacturer’s instructions. Flame resistant apparel shall be worn as the outermost apparel at all times when exposed to a potential arc flash hazard.

Personal protective clothing includes, at a minimum, Tacoma Power issued 8-calorie/cm² FR shirt and pant combination or coveralls. Long sleeves of the shirt must be down and buttoned covering the wrists while employees are working inside the arc flash boundary.
General

Required FR clothing When working on or near energized electrical parts or equipment the outermost layer, or combination of layers, of clothing must have an arc level rating not less than the anticipated level of arc energy for the activity or task being performed based on the tables which follow.

Job hazard analysis The job hazard analysis completed during the tailgate will identify the level of FR protection required for the activity or task.

When the job hazard analysis documents no arc flash exposure and no arc flash boundary exist, non-FR raingear, oil suits, or asbestos coveralls may be worn as the outer layer when necessary.

Arc flash boundary explained The arc flash boundary establishes the limits at which second degree burns are likely to occur to exposed skin during an arc flash. Within this boundary appropriate FR clothing is required.

For the purpose of this document, an arc flash boundary exists only while work which may result in an arc flash is being performed. For example, the simple presence of a circuit breaker does not establish an arc flash boundary but the operation of the breaker does.

Layering Adding layers of FR clothing will increase the overall FR rating of worn clothing and may be used when greater levels of protection are needed.

The table below lists the clothing necessary to achieve the different cal/cm² protection levels using clothing issued by Tacoma Power T&D.

Layering table

<table>
<thead>
<tr>
<th>Cal</th>
<th>Required FR Clothing</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Long Sleeve Shirt + Pants</td>
</tr>
<tr>
<td>12</td>
<td>Long Sleeve Shirt + Pants + Sweatshirt</td>
</tr>
<tr>
<td>25</td>
<td>Long Sleeve Shirt + Pants + Bibs or Coveralls + Coat</td>
</tr>
<tr>
<td>40</td>
<td>Long Sleeve Shirt + Pants + “40 cal” Bibs + Coat + Note</td>
</tr>
</tbody>
</table>

Note: Contact T&D Safety for assistance with 40 cal exposures.

Employee responsibility The employee is responsible for ensuring their personal apparel worn under the FR layer is made of materials that will not increase the extent of injury if the employee is exposed to flames or electrical arcs, such as natural fiber, cotton, wool, silk, or FR material.

Inner layers must be completely covered unless they have an arc level rating not less than the anticipated level of arc energy for the activity or task being performed.
Face protection
An FR face shield approved by the T&D Safety Department shall be worn whenever connecting or disconnecting energized 480V meters.

Hand protection
Work gloves made entirely of leather are available to Tacoma Power T&D employees and provide 40 cal/cm² protection.

Short sleeve FR shirts
Short sleeve FR shirts which are a minimum of 8 cal/cm² may be worn as allowed by the WAC.

Repellents and lotions
Do not apply suntan lotions or insect repellents containing DEET directly to FR clothing. When exposed to an arc flash, the DEET itself will continue to burn and prevent the material from self-extinguishing. When using these substances on the skin, they should be applied and allowed to dry before wearing the clothing.

Alterations
Patches, pins, decorations, addition of logos, or other changes to approved FR garments are not allowed.

Clothing Inspection
FR-rated personal protective equipment shall be inspected before each use. FR clothing with holes, rips, or tears, or has a flammable substance on it shall be immediately removed from service.

Maintenance
Clothing and apparel should be kept clean and maintained to ensure its FR properties remain effective. Any torn or damaged clothing should be repaired prior to its use in the workplace.

Laundering
It is the responsibility of the employee to launder and clean all flame resistant apparel in accordance with the manufacturer’s specifications. The recommended laundry soap should be used whenever possible.

FR clothing should be laundered separately to prevent contamination from lint and other particles from non-FR clothing articles.

Chlorine bleach or bleach additives, laundry soap with bleach, fabric softeners, or dryer sheets with fabric softener should never be used when laundering FR garments.

Repairs
Minor repairs to garments should be made with the manufacturer’s repair kits available from the T&D Safety Department.

Clothing with damage too extensive for the repair kit should be returned to the T&D Safety Department for appropriate repair or replacement.
Engineering Support

Responsible department
Transmission & Distribution Engineering, Protection & Control, is responsible for the Arc Flash Hazard Analysis. The Analysis populating the cal/cm² and Boundary columns of the tables in this work practice is based upon the following:

- Distance
- Grounding
- Voltage
- Arc gap
- Enclosure (open vs. closed)
- Clearing time (exposure time to arc)
- Bolted fault current (fault current when conductors make contact)

Tasks not addressed
In situations not specifically addressed in this Work Practice, use information from the activity which most closely approximates the type of work being performed.

If a task is routinely being performed but not included below, contact Protection & Control for inclusion in this Work Practice.

Uncommon conditions
Protection & Control may be contacted for assistance in unusual cases not addressed in this Work Practice.

Safety
Quickly clearing arcing faults is critical to minimizing the level of arc energy. Where available and applicable, reclosing must be tagged off and instantaneous overcurrent relaying must be enabled while performing the tasks listed in this Work Practice.

Relaying
If it is known that some relaying, such as transformer or bus differential relaying, is out of service, please contact Transmission & Distribution Engineering, Protection & Control to determine if a special analysis should be performed.

Crew lead responsibilities
Crew leads are responsible for the safety of their work site. Prior to performing work, the arc flash hazard must be discussed during the tailgate safety meeting. When personnel approach the work site, the crew lead must advise the personnel of the arc flash boundary and, while work which may create an arc flash is being performed, restrict encroachment of anyone who is not wearing appropriate FR clothing per this work practice.

Stop work authority
The crew lead has the authority to stop work and contact T& D Safety if a safe work site cannot be maintained per this work practice.
### Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flame Retardant</td>
<td>A chemical substance applied to inherently flammable material making it flame resistant.</td>
</tr>
<tr>
<td>Flame Resistant (FR) Clothing</td>
<td>The property of a material which resists ignition and will self extinguish if ignited.</td>
</tr>
<tr>
<td>Flame Resistant (FR) Clothing</td>
<td>FR clothing is made from either treated natural fiber or synthetic fiber. FR clothing does not continue to burn once the ignition source is removed.</td>
</tr>
<tr>
<td>Arc Rating</td>
<td>Maximum heat energy resistance demonstrated by a material prior to break open or onset of second-degree burn.</td>
</tr>
<tr>
<td>Arc rating labeling</td>
<td>The measure of the amount of protection the garment affords to the worker. All Tacoma Power FR garments have a label that shows the arc rating.</td>
</tr>
<tr>
<td>Arc Thermal Performance Value (ATPV)</td>
<td>The incident energy on a material that results in sufficient heat transfer through the material to cause the onset of a second-degree burn based on the Stoll curve.</td>
</tr>
<tr>
<td>Calories per Square Centimeter (cal/cm²)</td>
<td>The measurement of heat transferred to a person’s skin from an arc flash. A 2 cal/cm² exposure can cause second degree (blisters) burns.</td>
</tr>
<tr>
<td>Working Distance (Distance)</td>
<td>Defined as the approximate distance from the arc source to the worker’s face and body, not their hands or arms.</td>
</tr>
<tr>
<td>Working on or near energized electrical parts or equipment</td>
<td>Defined as actively participating in any of the tasks listed in this work practice or of passively participating in (e.g., observing) these tasks while within the Arc Flash Boundary.</td>
</tr>
<tr>
<td>Arc Flash Hazard Assessment (Assessment)</td>
<td>The process of determining where potential exposure to an electric arc for personnel who work on or near energized electrical parts or equipment will exceed 2 cal/cm². The process of approving this work practice, prior to calculating cal/cm² and Boundary, constitutes the Assessment.</td>
</tr>
<tr>
<td>Arc Flash Hazard Analysis (Analysis)</td>
<td>Following the Assessment, the Analysis is the engineering study that calculates cal/cm² and Boundary based upon arcing fault current, clearing time, distance, and other factors.</td>
</tr>
<tr>
<td>Arc Flash Boundary (Boundary)</td>
<td>The approximate distance at which second degree burns may occur without proper FR protection. This boundary exists only while work which could result in an arc flash is actually being performed.</td>
</tr>
</tbody>
</table>
Tacoma Power recognizes that working distances vary from worker to worker. For this reason, the following tables are arranged and presented to allow the worker to determine the proper level of protection he or she needs to perform work at his or her normal working distance or to adjust the working distance to correspond with the level of protection worn.

In the following tables the values given are the nearest distance the worker’s face or body may be to a potential source of arc flash (the working distance) based on the level of protection worn.

### Padmount, Overhead, and Vault-style Transformer Secondary Applications

**NOTE: Working distance measured to the worker’s face and body.**

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Secondary Voltage</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td><strong>Open air</strong></td>
<td>120/240 (1Φ)</td>
<td>14”</td>
<td>11”</td>
</tr>
<tr>
<td></td>
<td>240 (3Φ)</td>
<td>17”</td>
<td>14”</td>
</tr>
<tr>
<td></td>
<td>208Y/120</td>
<td>16”</td>
<td>14”</td>
</tr>
<tr>
<td></td>
<td>480 (1Φ)</td>
<td>14”</td>
<td>11”</td>
</tr>
<tr>
<td></td>
<td>480 (Δ)</td>
<td>15”</td>
<td>12”</td>
</tr>
<tr>
<td></td>
<td>480Y/277</td>
<td>14”</td>
<td>11”</td>
</tr>
<tr>
<td><strong>Enclosed</strong> (padmounted transformers, secondary service boxes, meters, etc.)</td>
<td>120/240 (1Φ)</td>
<td>12”</td>
<td>10”</td>
</tr>
<tr>
<td></td>
<td>240 (3Φ)</td>
<td>17”</td>
<td>14”</td>
</tr>
<tr>
<td></td>
<td>208Y/120</td>
<td>16”</td>
<td>12”</td>
</tr>
<tr>
<td></td>
<td>480 (1Φ)</td>
<td>36”</td>
<td>24”</td>
</tr>
<tr>
<td></td>
<td>480 (Δ)</td>
<td>36”</td>
<td>24”</td>
</tr>
<tr>
<td></td>
<td>480Y/277</td>
<td>36”</td>
<td>24”</td>
</tr>
<tr>
<td></td>
<td>2400 (Δ)</td>
<td>13 ft</td>
<td>9 ft</td>
</tr>
<tr>
<td></td>
<td>4160 (Δ)</td>
<td>9 ft</td>
<td>6 ft</td>
</tr>
<tr>
<td></td>
<td>4160Y/2400</td>
<td>7 ft</td>
<td>5 ft</td>
</tr>
</tbody>
</table>
Task Lists

Secondary Services

- Connecting/disconnecting service to potentially energized source
- Splicing/cutting potentially energized cable
- Testing for rotation/voltage present/voltage absent

For these tasks, refer to Padmounted, Overhead-style, and Vault-style Transformer Secondary Applications on page 6

**NOTE: Except for Downtown Network secondaries**

### Underground Primary Distribution Lines

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Padmounted switchgear</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tying feeders/breaking tie with a hotstick</td>
<td>7 ft</td>
<td>4½ ft</td>
</tr>
<tr>
<td><strong>Except: Hilltop-3, Stadium-6</strong></td>
<td><strong>8 ft</strong></td>
<td>5 ft</td>
</tr>
<tr>
<td>Switching, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>3 ft</td>
<td>2 ft</td>
</tr>
<tr>
<td><strong>Except: Hilltop-3, Stadium-6</strong></td>
<td><strong>4 ft</strong></td>
<td>2½ ft</td>
</tr>
<tr>
<td><strong>Padmounted transformers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>3 ft</td>
<td>2 ft</td>
</tr>
<tr>
<td><strong>Except: Hilltop-3, Stadium-6</strong></td>
<td><strong>4 ft</strong></td>
<td>2½ ft</td>
</tr>
<tr>
<td><strong>J-Boxes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tying feeders/breaking tie</td>
<td>7 ft</td>
<td>4½ ft</td>
</tr>
<tr>
<td><strong>Except: Hilltop-3, Stadium-6</strong></td>
<td><strong>8 ft</strong></td>
<td>5 ft</td>
</tr>
<tr>
<td>Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>3 ft</td>
<td>2 ft</td>
</tr>
<tr>
<td><strong>Except: Hilltop-3, Stadium-6</strong></td>
<td><strong>4 ft</strong></td>
<td>2½ ft</td>
</tr>
<tr>
<td><strong>Tacoma Mall &amp; Port of Tacoma vaults</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tying feeders/breaking tie</td>
<td>6 ft</td>
<td>4 ft</td>
</tr>
<tr>
<td>Switching, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>3 ft</td>
<td>22&quot;</td>
</tr>
</tbody>
</table>
| **NOTE:** When an arc flash hazard has been identified in a vault, all personnel within that vault are considered to be within that Boundary.

Transmission & Distribution Standards
## Overhead Primary Distribution Lines

The following table applies to the following feeder(s):

- **Cedar-1, 2, 5**
- **Hilltop-3**
- **Westgate-1, 3, 4**
- **Clement-1, 2, 4**
- **Nisqually-8**
- **Crandall-1, 4**
- **Stadium-6**

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 12 25 40</td>
<td></td>
</tr>
<tr>
<td><strong>Switching</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switching by MOD, crank, lever, or with a hotstick:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tying feeders/breaking tie (measured to switch contacts)</td>
<td>5 ft 4½ ft 3 ft 2½ ft 1½ ft 13 ft</td>
<td></td>
</tr>
<tr>
<td>Other cases (cold load pickup, etc)</td>
<td>3½ ft 3 ft 2 ft 1½ ft 9 ft</td>
<td></td>
</tr>
<tr>
<td><strong>Cutouts</strong></td>
<td>Opening/closing cutouts</td>
<td></td>
</tr>
<tr>
<td><strong>Lifting wires</strong></td>
<td>Connecting/lifting wires to energized phases</td>
<td></td>
</tr>
<tr>
<td><strong>Covers</strong></td>
<td>Placing/removing protective covers on energized lines</td>
<td></td>
</tr>
<tr>
<td>Moving phases</td>
<td>Moving energized phases</td>
<td></td>
</tr>
<tr>
<td><strong>Testing</strong></td>
<td>Testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td></td>
</tr>
</tbody>
</table>

The following table applies to **all other feeders**.

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 12 25 40</td>
<td></td>
</tr>
<tr>
<td><strong>Switching</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switching by MOD, crank, lever, or with a hotstick:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tying feeders/breaking tie (measured to switch contacts)</td>
<td>4½ ft 4 ft 2½ ft 2 ft 12 ft</td>
<td></td>
</tr>
<tr>
<td>Other cases (cold load pickup, etc)</td>
<td>3 ft 2½ ft 21” 16” 8 ft</td>
<td></td>
</tr>
<tr>
<td><strong>Cutouts</strong></td>
<td>Opening/closing cutouts</td>
<td></td>
</tr>
<tr>
<td><strong>Lifting wires</strong></td>
<td>Connecting/lifting wires to energized phases</td>
<td></td>
</tr>
<tr>
<td><strong>Covers</strong></td>
<td>Placing/removing protective covers on energized lines</td>
<td></td>
</tr>
<tr>
<td>Moving phases</td>
<td>Moving energized phases</td>
<td></td>
</tr>
<tr>
<td><strong>Testing</strong></td>
<td>Testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td></td>
</tr>
</tbody>
</table>
Transmission Lines

<table>
<thead>
<tr>
<th>110kV</th>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corner work (1)</td>
<td>Opening/closing a corner or lifting / closing taps, etc</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
<tr>
<td>Shorts / grounds (2)</td>
<td>Applying shorts &amp; grounds</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
<tr>
<td>G.O. HV switches</td>
<td>Operating by hand crank, lever, or motor-operator (measured to contacts)</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>230kV</th>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shorts / grounds (2)</td>
<td>Applying shorts &amp; grounds</td>
<td>11 ft 9 ft 6½ ft 5 ft 29 ft</td>
<td></td>
</tr>
</tbody>
</table>

(1) The given distances and FR requirements do not apply to wood pole structures with insulated guys provided all the following conditions are met:
   a) phase spacing and insulator length preclude the possibility of jumpers/ taps contacting unlike phase, guy wire or pole during installation or removal and
   b) energizing or de-energizing takes place on short sections of line with taps or jumpers (on longer line sections where it is anticipated that longer arcs will be drawn due to charging current, use the table above) and
   c) prior to energizing sections of line with jumpers or taps, a thorough visual inspection is performed to verify all shorts and grounds have been removed and there are no defective or damaged insulators. (Phasing across the open is a good way to verify condition of the line prior to energizing)

When all the above conditions are met, standard 8-cal clothing is acceptable for all distances.

(2) When two independent, industry accepted methods are used to test the lines, 8-cal clothing is acceptable for all distances

(3) Because clearing times are normally quicker on 230kV lines as compared to 110kV lines, heat generate by an arc flash is less and distances are reduced
Substation Switchgear, Control Houses & Getaways

The following table applies to the following substations:

- Alexander
- Browns Point
- Crandall
- Crescent
- Custer
- East F
- Elk Plain
- Ft. Lewis Central
- Graham (main bank)
- Lacamas
- Lidford
- McChord
- Orchard
- Union
- Wapato
- Westgate

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit breakers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Opening/closing breaker with control handle or pushbutton on breaker by hand</td>
<td>8 12 25 40</td>
<td></td>
</tr>
<tr>
<td>• Racking in/out</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential transformer (P.T.) fuses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Removing/replacing for clearance point</td>
<td>7 ft 5 ft 2½ ft 16” 49 ft</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Substation Switchgear, Control Houses & Getaways

The following table applies to the following substations:

- Cedar
- Hilltop
- Olympic Pipeline
- Nisqually
- NE Distribution

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit breakers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Opening/closing breaker with control handle or pushbutton on breaker by hand</td>
<td>8 12 25 40</td>
<td></td>
</tr>
<tr>
<td>• Racking in/out</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential transformer (P.T.) fuses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Removing/replacing for clearance point</td>
<td>13 ft 9 ft 4 ft 2½ ft 91 ft</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following table applies to all other substations:

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit breakers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Opening/closing breaker with control handle or pushbutton on breaker by hand</td>
<td>5 ft 3 ft 17” 11” 32 ft</td>
<td></td>
</tr>
<tr>
<td>• Racking in/out</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.T. fuses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removing/replacing for clearance point</td>
<td>5 ft 3 ft 17” 11” 32 ft</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>5 ft 3½ ft 1½ ft 1 ft 35 ft</td>
<td></td>
</tr>
</tbody>
</table>

Substation Yards

The following table applies to the medium-voltage (12.5kV, 13.8kV) and high-voltage (110kV, 230kV) portions of substation yards.

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regulators 12.5kV &amp; 13.8kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening/closing disconnect and bypass switches with a hotstick</td>
<td>4 ft 3 ft 2½ ft 20” 10 ft</td>
<td></td>
</tr>
<tr>
<td>110kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacitor banks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing ground switch, testing with a hotstick for current or voltage present/voltage absent</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
<tr>
<td>G.O. HV switches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating by hand crank, lever, or motor-operator (measured to contacts)</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applying shorts &amp; grounds</td>
<td>13 ft 11 ft 7½ ft 6 ft 33 ft</td>
<td></td>
</tr>
<tr>
<td>230kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.O. HV switches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating by hand crank, lever, or motor-operator (measured to contacts)</td>
<td>11 ft 9 ft 6½ ft 5 ft 29 ft</td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applying shorts &amp; grounds</td>
<td>11 ft 9 ft 6½ ft 5 ft 29 ft</td>
<td></td>
</tr>
<tr>
<td>NE Bank Tertiaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Overhead</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening cutouts, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>2½ ft 2 ft 16” 14” 7 ft</td>
<td></td>
</tr>
<tr>
<td>• Padmounted Transformer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>5 ft 3½ ft 1½ ft 1 ft 35 ft</td>
<td></td>
</tr>
</tbody>
</table>
### Substation Station Services / Oil Processing Facility

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wiring potentially energized, opening/closing potentially energized panel door, testing for voltage present/voltage absent for…</td>
<td>120/240V &amp; 208V: 12&quot;, 10&quot;, 6&quot;, 5&quot;, 3½ ft; 480V: 2½ ft, 18&quot;, 15&quot;, 10 ft</td>
<td></td>
</tr>
</tbody>
</table>

### Switchyards at Generation Facilities

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station service wiring potentially energized, opening/closing potentially energized panel door, testing for voltage present/voltage absent</td>
<td>12&quot;, 10&quot;, 6&quot;, 5&quot;, 3½ ft</td>
<td></td>
</tr>
</tbody>
</table>

#### 110kV
- **G.O. HV switches**
  - Operating by hand crank, lever, or motor-operator *(measured to contacts)*
    - Grounds: Applying shorts & grounds
    - 5 ft, 4½ ft, 3 ft, 2½ ft, 13 ft

#### 230kV
- **G.O. HV switches**
  - Operating by hand crank, lever, or motor-operator *(measured to contacts)*
    - Grounds: Applying shorts & grounds
    - 5½ ft, 4½ ft, 3½ ft, 2½ ft, 14 ft
Powerhouses: 1,000V and above

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts &amp; grounds</td>
<td>6 ft  4 ft  2 ft  14&quot;</td>
<td>41 ft</td>
</tr>
<tr>
<td><strong>Except: Mossyrock</strong></td>
<td>17 ft  12 ft  5½ ft  3½ ft</td>
<td></td>
</tr>
<tr>
<td>Opening/closing disconnect switches with a hotstick</td>
<td>3 ft  2½ ft  20&quot;  15&quot;</td>
<td>8 ft</td>
</tr>
<tr>
<td><em>(Escape path may be limited by location of structural steel.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Circuit breakers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Racking in/out</td>
<td>6 ft  4 ft  2 ft  14&quot;</td>
<td>41 ft</td>
</tr>
<tr>
<td>• Opening/closing breaker with control handle on breaker by hand</td>
<td>17 ft  12 ft  5½ ft  3½ ft</td>
<td>119 ft</td>
</tr>
<tr>
<td><strong>Except: Mossyrock</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential transformer (P.T.) fuses</td>
<td>5 ft  3½ ft  18&quot;  11&quot;</td>
<td>35 ft</td>
</tr>
<tr>
<td>Removing/replacing for clearance point</td>
<td>7 ft  5 ft  2½ ft  16&quot;</td>
<td>49 ft</td>
</tr>
<tr>
<td><strong>Except: Mossyrock</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Powerhouses, Hatcheries, and Parks: below 1,000V

An Arc Flash analysis may be performed due to varied system configurations and large motor fault current contributions. Where analyses indicate a lower level of hazard exists than stated in the table, arc flash labels may be posted with appropriate exposure level and distance. These tables are applicable when working on or near exposed energized electrical parts and equipment with exposed energized parts.

The following tasks shall apply to the following two tables:
- Racking breaker in/out
- Removing/placing protective covers on panel
- Applying shorts and grounds
- New circuit/equipment connection
- Opening/closing disconnect
- Opening/closing by control handle/push button on breaker by hand with panel door open
- Switching/transferring
- Testing for voltage/phase
- Cable splicing/cutting
- Removing/replacing fuse
- Moving conductor

<table>
<thead>
<tr>
<th>Voltage</th>
<th>Equipment Type</th>
<th>Min. Working Distance* while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 – 250VAC</td>
<td>Metal-Clad Switchgear</td>
<td>18” 14” 7” 5”</td>
<td>5½ ft</td>
</tr>
<tr>
<td></td>
<td>Motor Control Center</td>
<td>18” 15” 9” 4”</td>
<td>5 ft</td>
</tr>
<tr>
<td></td>
<td>Transformer</td>
<td>Refer to section “Padmount, Overhead, And Vault-style Transformer Secondary Applications” on page 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CT Meters, Control Wiring</td>
<td>12” 9” 6” 5”</td>
<td>3½ ft</td>
</tr>
<tr>
<td></td>
<td>Pedestal, Pull Boxes, Hand Holes</td>
<td>12” 9” 6” 5”</td>
<td>3½ ft</td>
</tr>
<tr>
<td></td>
<td>Panel Boards: 1Φ and 3Φ</td>
<td>12” 9” 6” 5”</td>
<td>3½ ft</td>
</tr>
<tr>
<td></td>
<td>Open Air</td>
<td>13” 11” 8” 6”</td>
<td>3 ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Voltage</th>
<th>Equipment Type</th>
<th>Min. Working Distance* while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td>251 - 999VAC</td>
<td>Metal-Clad Switchgear</td>
<td>4 ft 3½ ft 2 ft 18”</td>
<td>16½ ft</td>
</tr>
<tr>
<td></td>
<td>Motor Control Center</td>
<td>4 ft 3½ ft 2 ft 18”</td>
<td>13 ft</td>
</tr>
<tr>
<td></td>
<td>Transformer</td>
<td>Refer to section “Padmount, Overhead, And Vault-style Transformer Secondary Applications” on page 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CT Meters, Control Wiring</td>
<td>12” 10” 6” 5”</td>
<td>3½ ft</td>
</tr>
<tr>
<td></td>
<td>Pedestal, Pull Boxes, Hand Holes</td>
<td>18” 15” 9” 7”</td>
<td>5 ft</td>
</tr>
<tr>
<td></td>
<td>Panel Boards: 1Φ (≤100 Amps)</td>
<td>18” 15” 9” 7”</td>
<td>5 ft</td>
</tr>
<tr>
<td></td>
<td>3Φ ( &gt;100 Amps )</td>
<td>2 ft 18” 12” 9”</td>
<td>6½ ft</td>
</tr>
<tr>
<td></td>
<td>Open Air</td>
<td>13” 11” 8” 6”</td>
<td>4 ft</td>
</tr>
</tbody>
</table>

* Working Distance is defined as the approximate distance from the arc source to the worker’s face and body, not their hands or arms.
## Downtown Vaults

NOTE: For low-voltage work on spot networks, one feeder must be isolated.

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bus</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landing/removing cables, phasing/testing for voltage on the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling bus</td>
<td>3 ft</td>
<td>1½ ft</td>
</tr>
<tr>
<td>Wall bus</td>
<td>2 ft</td>
<td></td>
</tr>
<tr>
<td><strong>Cutting cables</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Splicing/cutting cable (216V)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Network protectors</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landing/removing cables, phasing/testing for voltage, installing/removing protector links, rolling network protectors in and out</td>
<td>216V 3 ft</td>
<td>1½ ft</td>
</tr>
<tr>
<td>480V 5 ft</td>
<td>4 ft</td>
<td>3 ft</td>
</tr>
<tr>
<td><strong>Magnefixes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switching, pulling caps, phasing/testing 12.5kV for voltage, grounding</td>
<td>6½ ft 15 ft</td>
<td>4½ ft</td>
</tr>
<tr>
<td>Tying feeders/breaking tie</td>
<td>15 ft</td>
<td>9½ ft</td>
</tr>
<tr>
<td><strong>Isoquenchers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phasing/testing for voltage (12.5kV)</td>
<td>6½ ft 15 ft</td>
<td>4½ ft</td>
</tr>
<tr>
<td><strong>Automatic transfer switches</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulling/landing/parking elbows (12.5kV)</td>
<td>6½ ft 15 ft</td>
<td>4½ ft</td>
</tr>
</tbody>
</table>

*Personnel within vaults are considered to be within the Boundary.

## Revenue Metering

NOTE: For low-voltage work on spot networks, one feeder must be isolated.

<table>
<thead>
<tr>
<th>Task</th>
<th>Min. Working Distance while wearing (cal/cm²)…</th>
<th>Arc Flash Boundary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transformers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Padmounted, Overhead-style, or Vault-style Transformers: Setting/pulling/auditing meters</td>
<td>* * * * *</td>
<td></td>
</tr>
<tr>
<td><strong>Network Transformers</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Setting/pulling/auditing meters</td>
<td>3 ft</td>
<td>1½ ft</td>
</tr>
<tr>
<td>216V 2 ft</td>
<td>480V 1 ft</td>
<td></td>
</tr>
</tbody>
</table>

* Refer to Padmounted, Overhead-style, and Vault-style Transformer Secondary Applications page 6
Equipment
Owned by Others

Electrical Inspectors and Construction & Maintenance personnel working as contractors may find themselves working on or near energized electrical parts or equipment owned by Tacoma Power customers, other utilities, or customers of other utilities.

When inspecting customer-owned equipment over 1,000V (medium voltage), Electrical Inspectors must remain outside the potential arc source boundary while any work is being performed (including removing covers or opening doors). The Electrical Inspector may then approach to inspect with the base FR clothing, unless the customer has documented more stringent FR requirements.

When inspecting customer-owned equipment less than 1,000V (low voltage), the customer should provide a report or label indicating the hazard level, or the equipment should be de-energized before inspection. If the equipment cannot be de-energized and either no engineering study was performed, or the report or labeling looks suspicious to the Electrical Inspector, then the hazards for revenue metering shown previously in this work practice should be used.

When Construction & Maintenance contracts with customers or other utilities, the customer or other utility must provide the distance, level of arc energy, and arc flash boundary. However, for work on primary metered services connected to Tacoma Power distribution feeders, the tables for Underground or Overhead Primary Distribution Lines contained in this work practice may be used. Additionally, the other portions of this work practice and any special requirements that the customer or other utility may have must be followed.

References

- IEEE 1584-2002
- NESC Section 410
- Staff Procedure T&D-47
# APPENDIX “J” – DAILY INSPECTION REPORT

## Tree Contractor Daily Inspection Form

<table>
<thead>
<tr>
<th>Description</th>
<th>Date:</th>
<th>Contractor:</th>
<th>Contractor's Foreman</th>
<th>TPU Inspector:</th>
<th>Total Reg. Hours</th>
<th>Total OT Hours:</th>
<th>SAP Order#</th>
<th>Job Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>( Tacoma Power T&amp;D)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contractor)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### **Augmented/Contracted Crews**

- Standard Crew with 50' lift
- Standard Crew with 75' lift
- Climbing Crew
- Trackhoe Mower & Operator
- 2 Person Spray Crew
- ISA Certified Arborist
- ISA Certified Arborist with Equipment

### Add/Deduct Personnel

**From Crew Makeup**

- Power Line Clearance Trimmer
- Power Line trimmer in charge
- Apprentice 4th Step
- Apprentice 3rd Step
- Apprentice 2nd Step
- Apprentice 1st Step
- Tree Equipment Operator
- Flagger
- Tree Trimmer Groundperson
- Other

### Additional Equipment

**Add to Crew**

- 50-55 Foot Articulated Man-Lift
- 60-70 Foot Articulated Man-Lift
- 80-92 Foot Articulated Man-Lift
- 105 Foot Articulated Man-Lift
- 150 Foot Articulated Man-Lift
- Off Road 75ft Max Man-Lift
- Self Feed Chipper
- 2 1/2 Ton Dump Truck
- Hi-level Mobile Sign Board
APPENDIX “K” – AGREEMENT FOR USE OF CITY PROPERTY

RIGHT OF ENTRY & USE AGREEMENT

THIS AGREEMENT made effective the _____ day of ______________, 2015, (“Effective Date”) by and between The City of Tacoma, Department of Public Utilities, Light Division (d/b/a and herein referred to as “Tacoma Power”) and ______________________________, having its principle place of business located at __________________________________________ (herein referred to as “Permittee”) for the purpose of establishing Permittee’s rights and obligations pertaining to Permittee’s entry onto and use of real property owned and/or controlled by Tacoma Power.

NOW, WHEREFORE, in consideration of the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Tacoma Power hereby grants Permittee, for the purposes and subject to the terms and conditions set forth herein, the temporary, non-exclusive and revocable right to enter and use the following described land(s) (hereinafter referred to as the “Premises”) located in Pierce County, State of Washington:

<<DESCRIBE AREA (i.e. square footage of land, whether vacant or improved, any particular structures Permittee is entitled to use, etc)>>

_______________________________________________________________

_______________________________________________________________

Street Address: ______________________________________, Tacoma, WA

Parcel No: ________________________

2. THIS RIGHT-OF-ENTRY & USE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. Purpose: Permittee is entitled to temporarily enter and use the Premises for the sole purpose of staging and mobilization in connection with project work under Contract No. ____________, and specifically limited to:

Check all that apply and add appropriate description:

[ ] Parking of the following vehicles and/or job shack:

_______________________________________________________________

[ ] Storage of the following equipment, materials and/or supplies:

_______________________________________________________________

[ ] Other:

_______________________________________________________________

** NO OTHER USES OF THE PREMIESE IS PERMITTED **
B. **Term:** The term of this Agreement is ____ days, commencing on the Effective Date and terminating on ____________________. In no event shall entry or use under this Agreement extend beyond December 31, 2016 or the termination of Contract No. ______________, whichever first occurs. Tacoma Power may, in its sole discretion based on its operational needs or Permittee’s breach of the terms and conditions hereunder, cancel and revoke this Agreement at any time upon 15 days prior written notice.

**Surrender of the Premises:** Permittee agrees that upon cancellation or at termination of this Agreement, Permittee will immediately vacate and deliver up the Premises to Tacoma Power in a condition as good or better than that which existed upon the Effective Date, reasonable wear and tear by the elements excepted.

C. **Use Restrictions:**

(1) Permittee shall not use the Premises to park vehicles, store equipment and/or materials, or stage any work other than as strictly required for performance of work pursuant to Contract No. ______________.

(2) Permittee agrees that its use and operations on the Premises shall not interfere with the operations of Tacoma Power. Tacoma Power retains full right to access, use and regulate the Premises at all times. Tacoma Power may, in its sole discretion, immediately suspend Permittee’s access and use hereunder in the event of such interference or any other violation of the terms and conditions of this Agreement.

(3) Permittee shall not assign or sublet the rights and obligations set forth herein in whole or in part.

D. **Compliance with All Laws:** Permittee agrees to ensure that its employees and agents at the Premises comply with all applicable laws, rules, and regulations of Tacoma Power and of any other applicable federal, state, and local governmental authorities pertaining to the Premises.

E. **Site Protection and Security:** Permittee acknowledges and agrees that it shall be solely responsible for the security of the Premises and for the protection and loss of all vehicles, equipment, materials and all other personal property located on the Premises pursuant to this Agreement during its Term. Permittee shall not store any hazardous or toxic substances on the Premises.

F. **No Tacoma Power Liability for Use of the Premises and Indemnification:** This Agreement is made by Tacoma Power without any warranty, either express or implied, regarding the suitability or condition of the Premises. Permittee shall not hold Tacoma Power liable on account of any defect or condition in any part of the Premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its employees or agents.

**PERMITTEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS TACOMA POWER, ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITY RELATED TO OR ARISING IN ANY WAY IN CONNECTION WITH**
THE ENTRY AND USE RIGHTS GRANTED HEREUNDER. THIS PROVISION SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL PERSONAL INJURY (INCLUDING DEATH) AND DAMAGE TO PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF TACOMA POWER, ITS OFFICERS, EMPLOYEES OR AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT. IN THIS REGARD, PERMITTEE HEREBY WAIVES IMMUNITY UNDER TITLE 51, RCW, INDUSTRIAL INSURANCE LAWS, AND ACKNOWLEDGES THAT SUCH WAIVER HAS BEEN MUTUALLY NEGOTIATED.

G. **Damage/fines:** If any action of Permittee, its employees or agents, in the exercise of this Agreement results in damage to the Premises or a spill of hazardous or toxic substances, Permittee agrees, to the fullest extent allowed by law, to reimburse Tacoma Power for the cost of repair, the cleanup costs, and any other fees, fines, and penalties (civil and criminal) imposed on Tacoma Power as a result thereof. This provision is without prejudice to any rights Tacoma Power may have to make a claim under applicable laws.

H. **Enforcement:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Pierce County Superior Court. Washington State Law shall govern. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof. This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by Tacoma Power or its employees that is not contained in this document is valid, binding, or enforceable.

**IN WITNESS WHEREOF,** the Parties hereto have mutually agreed upon the terms and conditions of this instrument, represent and warrant their respective legal authority to sign it on behalf of the entity identified, and have caused it to be executed as below subscribed:

By: ____________________________  By: ____________________________
Printed Name: ____________________  Representative of Tacoma Power
Title: ____________________________
Entity bound: ______________________
Date: ____________________________  Approved as to Form:

_______________________________  Assistant City Attorney
APPENDIX “L” – U.S. GSA DOMESTIC PER DIEM RATES

FY 2015 Per Diem Rates for Washington

(October 2014 - September 2015)

<table>
<thead>
<tr>
<th>Primary Destination* (1)</th>
<th>County (Z, 3)</th>
<th>Max lodging by Month (excluding taxes)</th>
<th>Meals &amp; Inc. Exp.*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Rate</td>
<td>Applies for all locations without specified rates</td>
<td>83</td>
<td>83</td>
</tr>
<tr>
<td>Anacortes / Coupeville / Oak Harbor</td>
<td>Skagit / Island / San Juan</td>
<td>85</td>
<td>85</td>
</tr>
<tr>
<td>Everett / Lynnwood</td>
<td>Snohomish</td>
<td>107</td>
<td>107</td>
</tr>
<tr>
<td>Ocean Shores</td>
<td>Grays Harbor</td>
<td>83</td>
<td>83</td>
</tr>
<tr>
<td>Olympia / Tumwater</td>
<td>Thurston</td>
<td>98</td>
<td>98</td>
</tr>
<tr>
<td>Port Angeles / Port Townsend</td>
<td>Clark / Jefferson</td>
<td>95</td>
<td>95</td>
</tr>
<tr>
<td>Richland / Pasco</td>
<td>Benton / Franklin</td>
<td>92</td>
<td>92</td>
</tr>
<tr>
<td>Seattle</td>
<td>King</td>
<td>156</td>
<td>156</td>
</tr>
<tr>
<td>Spokane</td>
<td>Spokane</td>
<td>88</td>
<td>88</td>
</tr>
<tr>
<td>Vancouver</td>
<td>Clark / Cowlitz / Skamania</td>
<td>137</td>
<td>137</td>
</tr>
</tbody>
</table>

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).
APPENDIX “M” – TACOMA POWER SERVICE TERRITORY MAP
GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this ______________ day of __________________, 20__.

____________________________________
Contractor

By __________________________________
Title __________________________________

*NOTE: ORIGINAL RELEASE WILL BE MAILED TO THE CONTRACTOR AT THE END OF THIS PROJECT*