City of Tacoma
Department of Public Utilities/Tacoma Power

REQUEST FOR PROPOSALS PT18-0315F
Wood Pole Inspection, Treatment and Reinforcement

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 13, 2018
Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Carrier:</th>
<th>In Person:</th>
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</thead>
<tbody>
<tr>
<td>City of Tacoma Procurement &amp; Payables Division</td>
<td>City of Tacoma Procurement &amp; Payables Division</td>
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<tr>
<td>Tacoma Public Utilities</td>
<td>Tacoma Public Utilities Lobby Security Desk</td>
</tr>
<tr>
<td>3628 S 35th Street</td>
<td>Administration Building North – Main Floor</td>
</tr>
<tr>
<td>Tacoma, WA 98409</td>
<td>3628 S 35th Street</td>
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<td>Tacoma, WA 98409</td>
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By Mail:
City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

Note: This is a change in location for in-person deliveries.

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

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 3:00 p.m. on Wednesday, October 24, 2018, in Conference Room M-1 located on the Main Floor of the Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma, WA. The purpose of the pre-proposal 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: Provide the services of inspection of wood utility poles, treatment of decay, and selective reinforcement for Tacoma Power.

Estimate: $900,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

The following is applicable to Federal Aid Projects: The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
Additional Information: Requests for information regarding the specifications may be obtained by contacting Alex Clark, Senior Buyer by email to aclark3@cityoftacoma.org.

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

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

Provide the following items in a sealed package labeled with the specification number, specification title, and Respondent name and address per the instruction in Section 5.01. These items make up your submittal package:

Confidential information to be identified and indexed as indicated in 5.02.

*(Please do not include this specification document with your submittal.)*

<table>
<thead>
<tr>
<th>1</th>
<th><strong>Signature Page</strong> (Page 11), with <em>ink signature</em>, including acknowledgement of any addenda.</th>
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</thead>
</table>
| 2 | **Proposal Pages** (Pages 16 - 23)  
- State Responsibility and Reciprocal Bid Preference Form  
- Proposal – Conditions Sheet  
- Proposal – Vendor Inquiry Sheet  
- Proposal – Treatment Data  
- Proposal – Pricing Sheets  
- Contractor’s Record of Prior Contracts |
| 3 | **Submittal of Proposal**: (Page 46)  
Submittals are to be organized and identified per Section 5.01.  
In addition to one clearly marked original, six bound copies and one electronic copy (CD or flash drive) of your complete submittal package is required. |
| 4 | **Sample Digital Images** submitted on a CD or DVD per Section 7.01.3 (Page 58) |

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## After award approval, the following documents will be required:

| 1 | **Contract** (Appendix #2)  
Supplier is required to enter into a contract incorporating terms and conditions contained herein. |
| 2 | **Certificate of Insurance** and applicable endorsements (Appendix #3) |
| 3 | **Performance Bond** (Appendix #4) |
| 4 | **Bond in-lieu-of Retainage** (Appendix #5)  
If Contractor opts to use a retainage bond in place of the holding of retainage the City’s retainage bond must be submitted with the contract forms. See Section 5.05.3. |
| 5 | **Statement of Intent to Pay Prevailing Wages** (Appendix #7) |
SUBMITTAL INSTRUCTIONS

PRE-PROPOSAL CONFERENCE

A. A pre-proposal conference will be held at 3:00 p.m. on Wednesday, October 24, 2018, in Conference Room M-1, located on the main floor of the Tacoma Public Utilities Administrative Building North, 3628 S 35th St, Tacoma, WA. Attendance is highly recommended but not required.

B. Please contact Kimberlie Kerner via email to kkerner@cityoftacoma.org to confirm your attendance.

C. For a map to the administrative building refer to http://www.mytpu.org/contact/default.htm

PRE-SUBMITTAL QUESTIONS

A. Questions and requests for clarification of these Specifications may be submitted in writing via email by 3:00 p.m., Pacific Time, October 26, 2018, to the Purchasing contact listed below. Questions received after this date and time may not be answered.

1. Please indicate the RFP 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 RFP.

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 questions will be posted with the Specification on or about October 30, 2018, on the Purchasing website at www.TacomaPurchasing.org: Navigate to Current Contracting Opportunities / Public Works and Improvements Solicitations, and then scroll to this RFP. A notice will not be posted with the Specification if no questions are received.

C. To receive notice of the posted answers, you must register as “bid holder” for this solicitation. Notices will not be sent if no questions are received.

D. The answers are not typically considered an addendum.

<table>
<thead>
<tr>
<th>Communication</th>
<th>Addressee</th>
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<tbody>
<tr>
<td>For all questions regarding Specification PT18-0315F</td>
<td>Alex Clark</td>
</tr>
<tr>
<td></td>
<td>Senior Buyer</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:aclarl3@cityoftacoma.org">aclarl3@cityoftacoma.org</a> - email</td>
</tr>
</tbody>
</table>
REVISIONS TO SPECIFICATIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to registered plan holders and posted on the Purchasing website at www.TacomaPurchasing.org. Navigate to Current Contracting Opportunities / Public Works and Improvements Solicitations, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

RESPONSIVENESS

A. Respondents agree to provide 60 days for acceptance from the submittal deadline.

B. Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP 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 RFP.

C. 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 RFP.

CITY CONTACT INFORMATION

A. All communications concerning this solicitation shall be directed via email to the Purchasing contact:
   Alex Clark / aclark3@cityoftacoma.org

B. Unless authorized by the Purchasing contact, no other City official or City employee is empowered to speak for the City with respect to this solicitation. Any Respondent seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Purchasing contact is advised that such material is used at the Respondent’s own risk. The City will not be bound by any such information, clarification, or interpretation.

C. Following the submittal deadline, Respondents shall not contact the City Purchasing contact or any other City employee except to respond to a request by the City Purchasing contact.

D. Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or an individual specifically approved by the Purchasing contact in writing, may be grounds for rejection of the Respondent's submittal.
SIGNATURE PAGE

CITY OF TACOMA
Tacoma Public Utilities / Tacoma Power

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

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. See the Request for Proposals page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS SPECIFICATION NO. PT18-0315F
Wood Pole Inspection, Treatment and Reinforcement

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-Collision 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
SPECIAL NOTICE TO BIDDERS
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 and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

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

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

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

   c. If applicable, have:

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

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

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

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

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

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

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

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, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline as follows:

<table>
<thead>
<tr>
<th>By Carrier:</th>
<th>In Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Tacoma Procurement &amp; Payables Division</td>
<td>City of Tacoma Procurement &amp; Payables Division</td>
</tr>
<tr>
<td>Tacoma Public Utilities</td>
<td>Tacoma Public Utilities Lobby Security Desk</td>
</tr>
<tr>
<td>3628 S 35th Street</td>
<td>Administration Building North – Main Floor</td>
</tr>
<tr>
<td>Tacoma, WA 98409</td>
<td>3628 S 35th Street</td>
</tr>
<tr>
<td></td>
<td>Tacoma, WA 98409</td>
</tr>
<tr>
<td>By Mail:</td>
<td>Fax: 253-502-8372</td>
</tr>
<tr>
<td>City of Tacoma Procurement &amp; Payables Division</td>
<td>E-mail: <a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Tacoma Public Utilities</td>
<td>PO Box 11007</td>
</tr>
<tr>
<td>PO Box 11007</td>
<td>Tacoma, WA 98411-0007</td>
</tr>
<tr>
<td>Tacoma, WA 98411-0007</td>
<td></td>
</tr>
</tbody>
</table>

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.
The pricing and information requested on the following Proposal Pages are not the only requirements for this RFP. Additional information and proposed items and/or services are also to be included in your submittal. Refer to Section V “General Instructions” for a complete outline of requirements.
This form should be included in your proposal as part of Section 5.01.2F “Pricing for Services.”

**Reporting Services – To be included with Proposal**

*Inspection Reporting data is to be part of the services provided with the items listed in the following table. Data shall be submitted in a Microsoft Excel version compatible with Tacoma Power record management requirements. Refer to Section 7.01 and 8.02 for detailed information.*

<table>
<thead>
<tr>
<th>Work Task Description</th>
<th>No.</th>
<th>Type</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wood Pole Inspection – 10 years or less</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visual Inspection - Includes High Resolution Digital Photographs of Pole – 2 Views</td>
<td>1</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td>(See Section 7.01)</td>
<td>2</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td><strong>Wood Pole Inspection and Treatment – Greater than 10 years</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Visual Inspection, Sound and Bore Only; Pole Set in Concrete. (See Section 7.02)</td>
<td>3</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Visual Inspection, Sound and Bore, Partial Excavation w/ Preservative Paste; 18 inches at Largest Check. (See Section 7.03)</td>
<td>5</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Visual Inspection, Sound and Bore, Full Excavation, No Treatment. (See Section 7.03)</td>
<td>7</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Visual Inspection, Sound and Bore, Full Excavation, External Treatment, and Wrap; 18 inches around pole. (See Section 7.03)</td>
<td>9</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>10</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Internal Inspection – Fumigant (MITC or equivalent) Treatment per Vile and Plug*. (See Section 7.04)</td>
<td>11</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Internal Inspection – Fungal Decay Detected – Internal Flood of Decay Pockets and Plug. (See Section 7.04.1)</td>
<td>13</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>14</td>
<td>Distribution</td>
<td>$</td>
</tr>
<tr>
<td>Internal Inspection – Insect Decay Detected – Internal Flood of insecticide + Fungal agent and Plug. (See Section 7.04.2)</td>
<td>15</td>
<td>Transmission</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>16</td>
<td>Distribution</td>
<td>$</td>
</tr>
</tbody>
</table>

*All unit prices offered are to be per pole with the exception of line item 11 and 12 which are per MITC vile (or equivalent) and plug.*
<table>
<thead>
<tr>
<th>Evaluation for Reinforcement. Determination of Remaining Strength vs. Required Strength. (See Section 7.05)</th>
<th>17</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization for Emergency / Non-scheduled Reinforcement. (See Section 7.05.2)</td>
<td>18</td>
<td>$</td>
</tr>
<tr>
<td>Mobilization for Non-Emergency / Scheduled Reinforcement. (See Section 7.05.3)</td>
<td>19</td>
<td>$</td>
</tr>
<tr>
<td>Price Schedule of C-Truss Reinforcement with External Treatment, and Wrap included. (See Section 7.05)</td>
<td>Provide price schedule per Height and Class of Pole. See Appendix #10 for example of schedule format.</td>
<td></td>
</tr>
</tbody>
</table>

**Additional Services - Per Pole**  
(Materials to be supplied by Tacoma Power)

<table>
<thead>
<tr>
<th>Application of Pole Numbers (See Section 7.09.1)</th>
<th>20</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation of Guy Guards</td>
<td>21</td>
<td>$</td>
</tr>
<tr>
<td>Installation of Ground Wire Moldings</td>
<td>22</td>
<td>$</td>
</tr>
<tr>
<td>Identification of Missing Ground Wires</td>
<td>23</td>
<td>$</td>
</tr>
<tr>
<td>Removal or painting over of “BO” or graffiti markings on pole (See Section 7.09.2)</td>
<td>24</td>
<td>$</td>
</tr>
<tr>
<td>Removal of Signs</td>
<td>25</td>
<td>$</td>
</tr>
</tbody>
</table>

**Additional Reporting Services - Per Pole**

| Joint-Use Pole Attachment Audit (See Section 7.09.3) | 26 | $ |

**Disposal Services**

| Disposal of MITC or equivalent fumigant Vials (Cost per Vial) | 27 | $ |
STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE FORM
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of registration as a contractor (must be in effect at the time of bid submittal):</td>
<td>Number: __________________________</td>
</tr>
<tr>
<td></td>
<td>Effective Date: ____________________</td>
</tr>
<tr>
<td></td>
<td>Expiration Date: ____________________</td>
</tr>
<tr>
<td>Current Washington Unified Business Identifier (UBI) number:</td>
<td>Number: __________________________</td>
</tr>
<tr>
<td>Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?</td>
<td>☐ Yes ☐ No ☐ Not Applicable</td>
</tr>
<tr>
<td>Washington Employment Security Department number:</td>
<td>Number: __________________________</td>
</tr>
<tr>
<td>Washington Department of Revenue state excise tax registration number:</td>
<td>Number: __________________________</td>
</tr>
<tr>
<td>Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?</td>
<td>☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.</td>
</tr>
<tr>
<td>Do you have a physical office located in the state of Washington?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>If incorporated, in what state were you incorporated?</td>
<td>State: __________________________</td>
</tr>
<tr>
<td></td>
<td>☐ Not Incorporated</td>
</tr>
<tr>
<td>If not incorporated, in what state was your business entity formed?</td>
<td>State: __________________________</td>
</tr>
</tbody>
</table>
Exceptions to Terms of RFP

Respondents are requested to identify any and all exceptions to the terms and conditions provided in this RFP. **Additional alterations to the terms of the subsequent contract beyond those that have been identified in your submittal may not be accepted by Tacoma Power.**

Exceptions, if any, may be submitted in the space provided below or in an alternate format. If an alternate format is chosen, the exceptions must be listed on a separate sheet clearly identified within your submittal.
### BONDING REQUIREMENTS

Can your firm obtain a Performance Bond for twenty-five percent (25%) of the dollar amount awarded as required in Section 5.05.2?

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

### BUSINESS INFORMATION

1. What are your normal business hours?

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

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 Wood Pole Inspection, Treatment and Reinforcement services with a scope similar to that outlined in this Specification.

| Years |
PROPOSAL – TREATMENT DATA

The following information should be included in your Proposal as part of Section 5.01.2C “Treatment Products to be Utilized.”

<table>
<thead>
<tr>
<th>Material</th>
<th>Manufacturer</th>
<th>Catalog Number</th>
<th>Applicator Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fumigant/treatment for inspection holes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Internal Decay Treatment</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Insecticide</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>External Ground-line Treatment</td>
<td></td>
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</tbody>
</table>
**CONTRACTOR’S RECORD OF PRIOR CONTRACTS**

The following requested information should be included in your Proposal as part of Section 5.01.2B “Experience and Qualifications.” A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below.

<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>
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</tr>
</tbody>
</table>
CITY OF TACOMA - GENERAL PROVISIONS
GENERAL PROVISIONS

(Revised January 17, 2017)

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 Payment and Performance Bond and City’s receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

1.05 DELIVERY OF PROPOSALS TO THE CITY’S PURCHASING OFFICE

Submittal packages must be received by the City’s Purchasing Division, Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter “Respondent”), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person to the main floor security desk; however, the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City’s Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by http://wwp.greenwichmeantime.com/

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

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

2.02 CONFLICTS IN SPECIFICATIONS

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

(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.

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/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 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 Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

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

2.11 LIENS

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

2.12 LEGAL DISPUTES

A. General

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

B. Attorney Fees

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

2.13 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

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

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

2.14 Shipping Notices and Invoices

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

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

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

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

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

2.15 Approved Equals

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

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

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

2.16 Entire Agreement

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

2.17 Code of Ethics

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

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GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

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

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 CONTRACTOR'S INSURANCE

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

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

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

B. Public Liability and Property Damage Insurance

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

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

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

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

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

C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor 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 payment and performance bond surety.
C. Extra Work - No Agreed Price

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

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

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

3. Material, including sales taxes pertaining to materials;

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

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

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. 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 – INTRODUCTION

4.01 – SCOPE OF WORK

The City of Tacoma (City), Department of Public Utilities, Light Division (dba Tacoma Power) is soliciting proposals from qualified firms to provide Wood Pole Inspection, Treatment, and Reinforcement Services for a two year term.

The intent of this Request for Proposals is to solicit the services of firms capable of providing Wood Pole Inspection, Treatment, and Reinforcement services of up to an estimated 5,000 wood poles per year as identified by Tacoma Power. The quantity or scope may be revised upwards or downwards, depending on budget constraints during the term of the contract. It is anticipated that one contract will be awarded; however, the City may at its option award more than one contract for these services.

The service provider will be expected to supply equipment, labor, and professional assistance to Tacoma Power as identified within this specification. Anticipated services may include but shall not be limited to:

4.02 – REQUIRED SERVICES

Qualified Respondents shall be capable of performing the following services:

- Inspect poles for broken material or hazardous conditions.
- Internal and external inspection of wood poles utilizing current industry practices.
- Internal and external treatment of wood poles with fumigants, pesticides and preservatives with appropriate application licenses.
- Removal or painting over of “BO” or graffiti marking on pole.
- Structural strength evaluation of wood poles.
- Installation of pole numbers, guy guards.
- Installation of C-Truss reinforcement on poles found to be re-enforceable.
- Providing detailed reporting of inspection and treatment of each pole utilizing Microsoft Excel databases in such a form that is compatible with the City of Tacoma’s equipment record database.
- Digital image recording of poles.

4.02.1 – ASSIGNMENT OF WORK

- The majority of the work will be assigned by substation distribution circuit designation.
- A portion of the work will be assigned by transmission line naming convention.
- On a limited basis by immediate need, work will be identified by Tacoma Power staff.

4.02.2 – LOCATION OF WORK

The majority of the work will be assigned within Tacoma Power's Distribution (Service) Area. A portion of the work will be assigned in areas of the Cushman Hydro project, Alder Dam and Joint Base Lewis-McChord. Access to these areas is possible with a full size vehicle. See Appendix #9 for a map of possible work locations within Tacoma Power's service area.
4.02.3 – ESTIMATES OF WORK

Listed below are percentages of the type of pole inspections encountered during previous contracts. The figures were developed from past experience for Tacoma Power and are not a guarantee of the work to be performed during this contract.

- Visual Inspection 12%
- Sound and Bore (no excavation) 10%
- Partial Excavation 72%
- Full Excavation 6%

4.03 – ADDITIONAL SERVICES

Tacoma Power will consider and evaluate any additional services not explicitly mentioned in this RFP that will add quality or value to the proposal. Explanation of services and associated costs must be included with all additional service offerings.

4.04 – TERM OF CONTRACT

The term of the contract will be either 24 months from the effective date of the contract (See Section 6.05) or when budgeted funds for the project have been expended, whichever comes first.

4.04.1 – EXTENSION OF CONTRACT

A single one-year contract extension may be considered subject to mutual agreement between the Contractor and Tacoma Power. The extension will be at the same terms and conditions of the original contract. Rates for the extension term may be adjusted based upon the change in the Washington State prevailing wage rates per Section 5.01.2F.

4.05 – CALENDAR OF EVENTS

The anticipated schedule of events concerning this RFP is shown below. A final contract is subject to approval by the Tacoma Public Utility Board.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publish and issue RFP</td>
<td>Week of October 8, 2018</td>
</tr>
<tr>
<td>Pre-Proposal Meeting, 1:00 p.m. PT</td>
<td>October 24, 2018</td>
</tr>
<tr>
<td>Questions due, 3:00 p.m. PT</td>
<td>October 26, 2018</td>
</tr>
<tr>
<td>Questions and answers posted</td>
<td>October 30, 2018</td>
</tr>
<tr>
<td>Submittal deadline, 11:00 a.m. PT</td>
<td>November 13, 2018</td>
</tr>
<tr>
<td>Evaluation Finalized</td>
<td>December 28, 2018</td>
</tr>
</tbody>
</table>

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

4.05.1 – PRE-CONSTRUCTION MEETING

If requested by the Tacoma Power project manager the awarded Contractor will conduct an information session for Tacoma Power employees prior to the start of work. This session will cover the treatment products that Tacoma employees may encounter and identify any cautionary exposure risks.
4.06 - DEFINITIONS

For the purposes of this specification, 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 a service in accordance with this Specification.</td>
</tr>
<tr>
<td>CITY</td>
<td>The City of Tacoma, Tacoma Power.</td>
</tr>
<tr>
<td>SERVICE</td>
<td>The scope of work to be completed under this Contract in accordance with this Specification.</td>
</tr>
<tr>
<td>SUPPLIER/CONTRACTOR</td>
<td>The Respondent(s) awarded a Contract pursuant to this Specification.</td>
</tr>
<tr>
<td>SPECIFICATION</td>
<td>This document, detailing the scope of service required.</td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>Tacoma Power representative administering the project and providing decisions on project work.</td>
</tr>
</tbody>
</table>
SECTION V – GENERAL INSTRUCTIONS

5.01 – SUBMITTAL OF PROPOSALS

Proposals must be delivered and time stamped at the Purchasing Division, Tacoma Public Utilities Building North, Main Floor, 3628 South 35th Street, Tacoma, WA 98409, by 11:00 a.m., Tuesday, November 6, 2018.

5.01.1 – PRESENTATION OF PROPOSALS

Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda. The City offices are not open for special mail or other delivery on weekends and City holidays.

5.01.1A – NUMBER OF COPIES

In addition to a clearly marked original, six (6) bound copies and one electronic copy (CD or flash drive) of your complete submittal package is required to be delivered at the same time. Original and copies should be clearly identified.

5.01.1B – ORGANIZATION OF PROPOSAL

The Respondent shall submit a proposal that clearly addresses their ability to provide the services as described in Section IV “Introduction. This shall be accomplished by providing proposal content as requested in the following instructions.

Proposals shall be organized into the eight (8) categories listed below, so that essential information can be located easily during the evaluation process. The information required to be submitted by the Respondent within these categories is outlined in further detail throughout section 5.01.2. The proposals shall be clearly organized and identified with labels and/or tabs for each category:

- Services to be Provided
- Experience and Qualifications
- Treatment Products to be Utilized
- Quality Control and Safety Program
- Key Personnel
- Pricing for Services
- Procedure Manuals
- Small Business Enterprise Program
**5.01.2 – PROPOSAL CONTENT**

In a clear and concise manner, RFP responses should address the specific information requested throughout section 5.01.2. Submittals will be evaluated as described in Section 6.01.

**5.01.2A – SERVICES TO BE PROVIDED**

Describe in detail the services that your firm will supply under this Contract. At a minimum, address the topics in the table below and include a copy of the pole strength evaluation method as described in Section 7.05.1A. See Technical Requirements Section VII for a further defined scope of work responsibilities.

The evaluation of this section will be based upon the assigned points in the table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Service</th>
<th>Evaluation Points Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procedures for wood pole inspection and evaluation</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Processes for the application of treatments utilized during the course of work</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Management and coordination of contract crews</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Reporting and strength calculation methods</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Process of data collection</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Impact of services on human health and the environment</td>
<td>1</td>
</tr>
</tbody>
</table>

**5.01.2B – EXPERIENCE AND QUALIFICATIONS**

Describe in detail your firm’s experience and expertise in providing wood pole inspection, treatment, and reinforcement services.

Include a list of prior contracts that are similar in size and scope to that described in this specification. This information shall be provided using the “Contractors Record of Prior Contracts” form included in the Proposal Pages or in a similar format on company letterhead. Specific references cited should involve utilities or companies that have contracted for wood pole inspection, treatment, and reinforcement services during the last five years. A minimum of five (5) references must be submitted from the states of Washington, Oregon, California, Montana, and/or Idaho along with contact names and telephone numbers for each reference. Experience with the City of Tacoma, including Tacoma Public Utilities, may be included for consideration.

Tacoma Power reserves the right to contact other references from any sources to solicit additional information.

**5.01.2B.1 – ABILITY TO ACTIVELY PURSUE THE PROPOSED WORK**

Include a statement that clearly articulates your firm’s ability to accept responsibility for providing wood pole inspection, treatment, and reinforcement services and meeting Tacoma Power’s timeframes in view of your current and projected workload.
5.01.2C – TREATMENT PRODUCTS TO BE UTILIZED

Provide information on the treatment products necessary to complete the work described in this specification. At a minimum the following documentation should be included:

- Manufacturer instructions for the application of offered products.
- Full MSDS for each product is required. Toxicity of products may be considered.
- Performance testing results of the products and their method of application. Reports conducted by a qualified independent evaluation laboratory may receive additional consideration.
- Documentation of the number years the proposed treatment products have been utilized by your firm.
- Environmental impact data.

5.01.2D – QUALITY CONTROL AND SAFETY PROGRAM

Include a copy of your firm’s comprehensive safety and quality control programs that include the following items:

- 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.
- Process of quality control documentation.

Electronic documents are an acceptable format for the submittal of the information requested in this section.

5.01.2E – KEY PERSONNEL

Include in your submittal a list of key personnel who will manage and perform work on this project. This information should be formatted as a brief biography or a resume outlining the qualifications and relevant background experience of the personnel. Indicate the role(s) you propose to assign each individual. Following is an example of the type of information that should be included.

- References of companies that the personnel has worked in the capacities as required by this RFP
- Experience in inspection and treatment
- Education and training
- If required for application of treatment or preservative, a license as a “Commercial Pesticide Applicator” in the State of Washington under Chapter 17.21 RCW, Category W

The Respondent must agree that key personnel presented in the submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.
5.01.2E.1 – TRAINING AND EXPERIENCE

All contract personnel involved in Tacoma Power’s program for inspection and treatment of wood poles will be required to have achieved a minimum of one year of field experience with work of similar scope.

5.01.2F – PRICING FOR SERVICES

Include the Proposal – Price Sheet in your proposal. Unit prices should be based on the parameters listed in Section VII “Technical Requirements.”

5.01.2F.1 – PRICE ADJUSTMENTS

Requests for escalation of unit prices are limited to the percent change in the Consumer Price Index posted by the Bureau of Labor Statistics.

A. Price escalation may be allowed on unit pricing on the anniversary date of the contract award.

B. Contractor will be required to submit all proposed price escalation/de-escalation in writing to the Tacoma Power contract manager, 30 days prior to each contract period anniversary.

C. In the event that the City and the Contractor cannot agree on an adjustment request, the City may terminate the contract.

D. Price quotes shall remain firm for the life of the contract, with allowances for annual adjustments on labor line item rates (proposal line items 1-8) based on the Consumer Price Index, Seattle-Tacoma-Bellevue WA, All Urban Consumers, Services. Adjustments will be implemented on the anniversary date of the contract award. Reasonable care should be exercised in the preparation of this price list, as the estimates shall be a factor in evaluating proposals. However, awarding the contract will not be based on total costs alone.

5.01.2G – PROCEDURE MANUALS

Include operation and procedure manuals suitable for review. The information should provide an overview of the firm’s management policies and values toward workmanship.

5.01.2H – SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

Indicate in this section of your proposal whether your firm is a certified City of Tacoma Small Business Enterprise, or if you will partner with a City of Tacoma certified SBE firm, including the categories in which you or they are registered. The SBE office has determined there is no reasonable opportunity for subcontracting to exist in this project. For informational purposes, the SBE Regulations are included in the specifications as Appendix #12.

Additional information concerning the SBE Program is available on-line at: http://www.cityoftacoma.org/government/city_departments/community_and_economic_development/small_business_enterprise/

5.01.3 – PROPOSEALS SENT BY MAIL OR DELIVERED

Proposals may be submitted by mail or delivered in person. The Respondent is solely responsible for timely delivery of its proposal regardless of the method or carrier used for delivery.
5.02 – CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See section 1.20 of the City of Tacoma “General Provisions.”

5.03 – LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Participation in LEAP is not required for this project. However, contractors are encouraged to volunteer in the LEAP Program. Following are the LEAP Program goals:

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. It requires the prime contractor or service provider performing a public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. Residents entering apprenticeships or other related training programs may be screened to work on City public works project or service contract. Contractors/vendors may obtain further information by contacting the City’s LEAP Coordinator, Peter Guzman, at 253-594-7933. The LEAP coordinator can assist contractors/vendors in the recruitment of qualified candidates in meeting your workforce needs. The LEAP Office is located in the City’s Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402.

5.04 – POST AWARD CONTACTS

The following list of personnel may be contacted with questions after the contract is awarded.

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Contract Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Kimberlie Kerner</td>
</tr>
<tr>
<td>Joseph Gilbert</td>
<td>Kimberlie Kerner</td>
</tr>
<tr>
<td>Title</td>
<td>T&amp;D Supervisor</td>
</tr>
<tr>
<td>Line Transmission Distribution Maintenance</td>
<td>Contract Program Manager</td>
</tr>
<tr>
<td>Phone Number</td>
<td>253-502-8914</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:jgilbert@cityoftacoma.org">jgilbert@cityoftacoma.org</a></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:kkerner@cityoftacoma.org">kkerner@cityoftacoma.org</a></td>
</tr>
</tbody>
</table>

5.05 – INSURANCE AND BONDING

5.05.1 – PROOF OF INSURANCE

Any contract with the City of Tacoma resulting from this RFP will require a Certificate of Insurance meeting the requirements listed in City of Tacoma “General Provisions” section 3.05. The document must certify the insurance coverage is in effect and will not be cancelled or materially changed without 30 days’ written notice given to the City. The general comprehensive liability policy shall include an endorsement naming the City as an additional insured and stating that coverage under such policy is primary over any insurance the City may maintain. See Appendix #3 for certificate requirements.

5.05.2 – POSTING OF PERFORMANCE BOND

A performance bond, including power of attorney, is required in the amount of twenty-five percent (25%) of the contract total, excluding sales tax, prior to issuance of a contract. The City’s bond form must be used.
Tacoma Power may elect to amend and increase the contract for additional work. In that event, the 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.

5.05.3 – BOND IN-LIEU-OF RETAINAGE

At the option of the Contractor, a bond in lieu-of retainage may be used in lieu of the City holding retainage of five percent of the total contract value. The City’s bond form must be used. The bond is required to be included with all contract documents upon inception of the contract and subsequent adjustments.

Tacoma Power may elect to amend and increase the contract for additional work. In that event, the 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.

5.06 – PROFESSIONAL SERVICES WARRANTY

The contract resulting from this RFP will contain a Professional Services Warranty clause. The awarded Contractor shall agree to the following terms or provide a warranty clause within their submittal that is similar in substance and intent.

A. In the performance of services under this agreement, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by other Contractors rendering the same or similar type of service.

B. If the Contractor intends to rely on information or data supplied by the City, City contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

C. The Contractor warrants its services/equipment under this agreement shall be generally suitable for the City’s intended use of said services/equipment as expressed in this specification.

5.07 – PROPOSAL COSTS

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

5.08 – PROPOSALS – PUBLIC INFORMATION

Documents submitted under this specification are considered public records unless they fall within the exemptions noted in Section 5.02.

5.09 – RESPONDENT WARNING

Respondents are warned that any attempt to condition the proposal by inserting therein any exceptions to this RFP or any conditions, qualification, or additions which vary the terms of the proposal may result in the rejection thereof.

5.10 – INSERTIONS OF MATERIAL CONFLICTING WITH REQUEST FOR PROPOSALS

Only materials provided by the Respondent to meet requirements of this RFP will be considered in evaluation. The City of Tacoma will disregard any other material inserted or included by the Respondent.

5.11 – TERMINATION OF CONTRACT

The City shall have the right to cancel this contract upon 30 days written notice to the Contractor without cause.
5.12 – PREVAILING WAGES

The Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of RCW 39.12, as amended, relating to prevailing wages and fringe benefits. These rules apply to any Contractor who does business with the City, including owner/operators.

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. Unless otherwise identified and approved by Tacoma Power, the workers under this proposal are classified under the heading of “Electricians – Powerline Construction” in accordance with WAC 296-127-01320.

A Statement of Intent to Pay Prevailing Wages MUST be filed with the Washington Department of Labor & Industries upon award of contract. An Affidavit of Wages Paid MUST be filed with the Washington Department of Labor & Industries upon completion of the contract. 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 #7 and #8, but only original forms can be submitted to the Department of Labor & Industries.

5.13 - PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

A. Payment methods include:

1. Credit card. Tacoma’s VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
   a. Vendors must be PCI-DSS compliant (secure credit card data management).
   b. Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).

3. Check or other cash equivalent.

4. The City may consider cash discounts when evaluating submittals. See 1.18 of the City of Tacoma “General Provisions.”

B. The City’s preferred method of payment is by Visa credit card (aka procurement card). Respondents may be required to have the capability of accepting the City’s authorized procurement card as a method of payment. The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.

C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this Contract.

5.14 – COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Supplier’s performance hereunder including, but not limited
5.15 – RESERVED RIGHTS

In addition to other rights in this RFP, the City reserves, holds, and may exercise at its sole discretion, the following rights and options:

A. To supplement, amend, reduce, or otherwise modify this scope of work or cancel this RFP with or without substitution of another solicitation.

B. To issue additional or subsequent solicitations.

C. To conduct investigations of Respondents and their proposals, including inspection of their facilities.

D. To seek partnerships between one or more Respondents.

E. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose proposal conforming to this solicitation will be most advantageous to the City.

F. To negotiate any rate/fee offered by a Respondent. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Respondent does not accept the City’s final offer, the City may, in its sole discretion, reject the proposal and start negotiations with other Respondents.

G. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to the Respondent and either award to another Respondent or reject all proposals or cancel this solicitation.

H. Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City’s best interest. In submitting a proposal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this proposal.

5.16 – ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

In accordance with the City’s Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Respondents are encouraged to incorporate environmentally preferable products or services into their responses wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
5.17 – SUSTAINABILITY

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

A. Pollutant releases  
B. Toxicity of materials used  
C. Waste generation  
D. Greenhouse gas emissions, including transportation of materials and services  
E. Recycle content  
F. Energy consumption  
G. Depletion of natural resources  
H. Potential impact on human health and the environment

The supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.
SECTION VI – RFP SELECTION AND AWARD PROCESS

Tacoma Power will evaluate and make a selection of the firm that best meets its needs as outlined in these specifications for Wood Pole Inspection, Treatment, and Reinforcement services. Additional services offered by Respondents will be considered in the evaluation.

6.01 – EVALUATION CRITERIA

A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection is made.

B. The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

C. The SAC may select one or more Respondents to provide the services required.

D. The City may award to other than the highest ranked submittal or Respondent if the price submitted by the Respondent is more than the project estimate. Also, note that the inclusion of fees and charges as an evaluation factor does not require the City to select the Respondent submitting the lowest cost.

E. A serious deficiency in any one criterion, including costs over the project estimate may be grounds for rejection.

F. Each area of evaluation will be evaluated on a scale of 0 to 10. An evaluation designation of 10 would be the highest given in any area; however, the SAC is not required to give a score above a 0 in any area. The evaluation scores will be summed to determine the highest scoring proposal.

G. The SAC reserves the right to request clarification of information at any time in the evaluation or award process. This action shall not be construed as negotiation or any indications to award. If called upon, the Respondent shall respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent’s failure to respond to such a request may result in rejection of its submittal.

H. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.


### Evaluation Criteria

<table>
<thead>
<tr>
<th>Content Area</th>
<th>Section Reference</th>
<th>Weight</th>
<th>Points</th>
<th>Criteria Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be Provided</td>
<td>5.01.2A</td>
<td>30%</td>
<td>0-10</td>
<td>Level of explicit detail as to the services to be provided.</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>5.01.2B</td>
<td>12%</td>
<td>0-10</td>
<td>Firm’s past experience with wood pole and inspection services including past experience with similar scopes of work with other businesses of similar size.</td>
</tr>
<tr>
<td>Treatment Products to be Utilized</td>
<td>5.01.2C</td>
<td>20%</td>
<td>0-10</td>
<td>List of treatment products with technical documentation of composition and hazard designation.</td>
</tr>
<tr>
<td>QC and Safety Program</td>
<td>5.01.2D</td>
<td>8%</td>
<td>0-10</td>
<td>The depth and detail of the submitted quality control program that will be utilized by the contractor during the term of the contract.</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>5.01.2E</td>
<td>5%</td>
<td>0-10</td>
<td>Resumes of key professional support staff.</td>
</tr>
<tr>
<td>Pricing for Services</td>
<td>5.01.2F</td>
<td>15%</td>
<td>0-10</td>
<td>Pricing for services.</td>
</tr>
<tr>
<td>Procedure Manuals</td>
<td>5.01.2G</td>
<td>5%</td>
<td>0-10</td>
<td>Copy of the procedure manual(s) for inspection and treatment of wood utility poles.</td>
</tr>
<tr>
<td>Small Business Enterprise</td>
<td>5.01.2H</td>
<td>5%</td>
<td>10</td>
<td>Respondent is a City of Tacoma SBE certified firm.</td>
</tr>
</tbody>
</table>

**6.02 – INTERVIEWS AND/OR ORAL PRESENTATIONS AND DEMONSTRATIONS**

A. An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals. Respondents must be available to interview within three business days’ notice.

B. The City reserves all rights to begin contract negotiations without conducting interviews.
6.03 – AWARD NOTIFICATION

A. After the Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.

B. Once a finalist (or finalists) has been selected by the Selection Advisory Committee contract negotiations will begin. If a contract is successfully negotiated, it will be submitted for final approval by the Public Utility Board. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

6.04 – TACOMA POWER RIGHTS

Tacoma Power has the option to, retains the right to, and has the sole discretion to:

A. Reject any and all proposals.
B. Issue subsequent RFPs.
C. Request that responders present further information in order to complete evaluations.

6.05 – AWARD OF CONTRACT

As described in this RFP, Tacoma Power will identify the Respondent(s) that best meet the criteria for selection. Respondents should identify in their responses any objections or exceptions to the Terms and Conditions contained in this RFP. Exceptions should be noted on the “Proposal – Conditions Sheet” or if an alternate format is chosen, the exceptions must be clearly listed on a separate sheet within your proposal. The submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

The “Award Date of the Contract” will commence following approval by the Public Utility Board, when the insurance documents have been accepted by the City of Tacoma, and all contract documents have been fully signed and executed by the Contractor(s) and the City of Tacoma.

6.05.1 – EXPANSION CLAUSE

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

6.06 – COMMENCEMENT OF WORK

The Contractor shall be able to perform work in the contract within thirty (30) calendar days after the date of the initiation of the contract.

Note that the work under this contract may not be continuous, and several months may go by before more work may be available.
SECTION VII – TECHNICAL REQUIREMENTS

The requirements below reflect the minimum expectations of Tacoma Power for the inspection and treatment of wood poles per this RFP. Poles identified by Tacoma Power for inspection shall be:

<table>
<thead>
<tr>
<th>Work to Perform</th>
<th>Pole Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Visual Inspection</td>
<td>All Poles</td>
</tr>
<tr>
<td>• Sound and bore for internal inspection</td>
<td>Poles greater than 10 years of age, unless otherwise inspected and tagged within last 8 years (double circuit or underbuild/overbuild)</td>
</tr>
<tr>
<td>• Excavated and inspected beneath ground-line, when necessary and possible</td>
<td>Poles greater than 10 years of age, unless otherwise inspected and tagged within last 8 years (double circuit or underbuild/overbuild)</td>
</tr>
</tbody>
</table>

7.01 – VISUAL INSPECTION AND IDENTIFICATION

All poles identified by Tacoma Power for inspection shall be visually inspected from the ground-line to the top of the pole. Per Section 7.01.3 the visual inspection shall include obtaining digital images.

7.01.1 – POLE INSPECTION

The characteristics of the wood pole shall be documented and a data report submitted per the requirements of Section 8.02.2A.

7.01.2 – EQUIPMENT AND MATERIAL INSPECTION

The condition of the following equipment and material on the inspected poles shall be noted and documented if found to be substandard, broken, chipped, missing, or loose:

- Insulators
- Leaking Transformer
- Pins
- Ground wire integrity
- Crossarms and Braces
- Pole Tops

7.01.3 – DIGITAL IMAGES

High quality color digital images supplied by the Contractor shall be of suitable quality that specific elements of the pole and associated attachments are clearly identifiable. A minimum of two photos are required per pole. One photo providing representation of the entire pole and a second close up taken from a different angle to capture the construction features of the pole. Sample digital images shall be provided with proposals that demonstrate the quality of the image. The images shall be provided on a DVD or CD in jpg or tiff format.
7.02 – SOUNDING AND BORING

All poles greater than 10 years in age identified by Tacoma Power for inspection shall be sounded. The inspector shall bore each pole identified by Tacoma Power for inspection. Additional holes shall be bored as required.

7.02.1 – SOUNDING OF POLES

All poles shall be sounded with an approved hammer from ground level to a minimum height of approximately seven (7) feet above grade, in order to locate exterior decay or interior pockets of decay. Sounding shall be on at least two sides of the pole in 1 to 2 foot intervals.

7.02.2 – BORING PATTERN

As required, inspection holes shall be made with an inspection bit of appropriate size to inspect the pole and insert treatment.

- The holes shall be at 45° angles to the surface of the wood and extend to the pith of the pole.
- Inspection and treatment holes should not intercept areas of splitting, checking, etc., from which the treatment could escape.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Dimension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diameter of hole</td>
<td>As appropriate</td>
</tr>
<tr>
<td>Angle of hole from vertical</td>
<td>45° minimum</td>
</tr>
<tr>
<td>Vertical Spacing</td>
<td>12 to 16 inches</td>
</tr>
<tr>
<td>Horizontal Separation</td>
<td>90° to 120°</td>
</tr>
</tbody>
</table>

7.02.2A – HOLE LOCATIONS

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Specifics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start of Drilling Pattern</td>
<td>Poles excavated and chipped</td>
</tr>
<tr>
<td>18” below ground-line**</td>
<td>At ground line</td>
</tr>
<tr>
<td>End of Drilling Pattern</td>
<td>4 feet above ground-line</td>
</tr>
<tr>
<td>Spacing</td>
<td>The holes will be spiraled around the pole and spaced as evenly as possible. No two holes shall be drilled in the same plane.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Specifics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poles excavated and chipped (+/- 2”)</td>
<td>All others (+/- 2”)</td>
</tr>
<tr>
<td>-15 inches*</td>
<td>+ 15 inches</td>
</tr>
<tr>
<td>ground-line</td>
<td>+ 30 inches</td>
</tr>
<tr>
<td>ground-line</td>
<td>+ 45 inches</td>
</tr>
</tbody>
</table>

** NEAR OR BELOW THE WIDEST CHECK
7.02.2B – MEASURING SHELL THICKNESS
All holes shall be probed with a shell thickness indicator of a type approved by Tacoma Power. The minimum and average shell thickness measured shall be documented.

7.02.3 - TREATMENT OF INSPECTION HOLES
Inspection-holes shall be treated with a treatment system approved by Tacoma Power. The proposal shall include the type of treatment and delivery system.

7.02.3A – POLES WITH INTERNAL DECAY
Poles with internal decay shall be treated as described below in section 7.04. A minimum of 2 inches of average shell thickness is required.

7.02.3B – PLUGGING OF BORE HOLES
All bore-holes shall be plugged with plastic removable plugs. Plugs shall be driven into the bored holes until flush with the pole surface.

7.02.3C – PRE-TREATED POLES
Where poles have been previously bored the inspector shall re-drill the initial holes and extract the original plugs to avoid creating additional holes in the pole. Metallic treatment containers shall be removed from bored holes and disposed of properly, as required.

7.03 – EXCAVATION AND EXTERNAL INSPECTION BELOW GROUND-LINE
The following steps shall be followed while inspecting wood poles that are older than 10 years old, or all other poles that show decay at or near the ground-line.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
</table>
| 1    | Where practical and safe, each pole shall be partially excavated in the area of the largest check of the pole at ground-line.  
    | • If surface decay is found with partial excavation a full excavation shall be performed. This will result in soil removal all the way around the pole. |
|      | **Excavation** | **Dimension** |
|      | Minimum Depth, measured from the downward slope side | 18” |
|      | Minimum Width at bottom of excavation | 4” |
| 2    | Perform inspection for internal decay as described in Section 7.02.2 |
| 3    | Prior to backfill the surface of the pole shall be cleaned and the circumference of the pole at ground-line is measured and documented. |
| 4    | The surface is treated with an approved pesticide that is applied in a paste form and covered with a suitable barrier material. |

7.03.1 – HANDLING OF EXCAVATED SOIL
The soil removed shall be placed on a tarp or within a container to minimize impact to surrounding landscaping or paved surface.

7.03.2 – CLEANING OF SURFACE
A wire brush or check scraper shall be used to clean the below ground portion of the pole to locate exterior decay.
7.03.2A – CHIPPING
All overhanging and/or loose and/or weathered wood is to be chipped off from its lowest point to 6” above ground level. All exterior decay shall be removed from the treatment zone.

7.03.2B – SOUND WOOD
No visually sound wood is to be removed from the stem of the pole unless essential to re-inspection and/or treatment.

7.03.2C – REMOVED MATERIAL
All loose shavings, wood chips, and decayed pieces of wood are to be removed from the hole and surrounding area and disposed of properly by the Contractor.

7.03.3 – MEASUREMENT OF CIRCUMFERENCE
After removal of any material from the surface of the pole a measurement of the circumference of the pole shall be made and documented. Any poles found with remaining strength lower than required remaining strength based on pole loadings shall be brought to the immediate attention of Tacoma Power.

7.03.4 – EXTERNAL TREATMENT
The external treatment shall be a wood preservative approved by Tacoma Power.

7.03.4A – APPLICATION OF TREATMENT
The application of the treatment shall be, as approved by Tacoma Power, as submitted by the Contractor.

7.03.4B – APPROVED POLE WRAP
A shield moisture barrier of plastic-backed Kraft paper that is approved for wrapping preservatives, or other material approved by the City, shall be applied.

7.03.4C – LIMITATIONS TO EXTERNAL TREATMENT
The following are limitations to external treatment:

- Poles located in fields where livestock are kept or near water shall not be externally treated above the ground level.
- Poles that upon inspection are identified to be rejected and are not selected for reinforcement.
- Other environmentally sensitive areas as identified by Tacoma Power.

7.03.5 – BACKFILL OF EXCAVATION
The excavation shall be backfilled in 6-inch lifts with the soil removed from around the pole, unless otherwise specified. Each lift is to be tamped sufficiently so as to avoid subsequent settling.
7.04 – INTERNAL DECAY TREATMENT

7.04.1 – FUNGAL DECAY

Poles found to have internal fungal decay shall have the area of decay treated as follows:

7.04.1A – APPROVED INTERNAL DECAY TREATMENT

The internal decay treatment shall be a wood preservative solution approved by Tacoma Power.

7.04.1B – APPLICATION OF TREATMENT

The treatment shall be applied as required by the manufacturer of the treatment and as approved by Tacoma Power.

7.04.1B.1 – BELOW GROUND-LINE DECAY

Treatment shall be deposited above advanced internal decay in solid wood when the decay is below the ground-line.

7.04.1B.2 – ABOVE GROUND-LINE DECAY

Treatment shall be deposited above and below advanced internal decay in solid wood.

7.04.2 – TREATMENT FOR INSECT DAMAGE

Ant and termite treatment shall consist of locating the top gallery of interconnected galleries or chambers by boring holes into the pole.

7.04.2A - TREATMENT APPLICATION

Inspection holes shall be bored above and below the galleries and approved treatment applied.

7.04.2B – INSECTICIDE APPLICATION

An approved Insecticide/preservative solution shall then be pumped into the galleries as required by the manufacturer of the treatment and as approved by Tacoma Power.

7.05 – REINFORCEMENT EVALUATION AND C-TRUSS INSTALLATION

Poles that have been rejected and selected for reinforcement shall be reviewed and approved for strengthening by Tacoma Power. Poles selected for reinforcement will be eligible for preservative treatment. Upon approval for strengthening the Contractor shall proceed with installing the appropriate metal truss reinforcement.

- Poles 35 feet and under will not be selected for reinforcement.
7.05.1 – APPLICATION OF TRUSS REINFORCEMENT

The application of the reinforcement shall follow the steps listed below:

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Utilize the Test and Treat Contractors’ engineering method to determine the required reinforced pole strength for the tensions and loadings of poles to be stubbed. Calculation is made with the assumption that the pole has no remaining strength at the ground level.</td>
</tr>
<tr>
<td>2</td>
<td>Appropriate metal truss is selected (length, width, and depth) and the amount of banding is determined.</td>
</tr>
<tr>
<td>3</td>
<td>Pole is treated and wrapped when necessary.</td>
</tr>
<tr>
<td>4</td>
<td>The truss is driven in place to the appropriate depth and banded.</td>
</tr>
</tbody>
</table>

7.05.1A – APPROVED ENGINEERING METHOD

The method to determine the remaining strength of the pole and the required truss shall include the following characteristics:

- Incorporate applicable standards such as:
  - ANSI Standard C2-2017 – NESC
  - ANSI Standard O5.1 -2002 – Specifications and Dimensions for Wood Poles
  - ASTM Standards for stubbing and banding materials
- Account for all loads as attachment on the pole per ANSI Standard C2-2012 – NESC – Sections 24 thru 27
- The method shall be approved by a practicing licensed professional engineer within the United States as to its application of the loadings and strength requirements per above standards.
- Must be approved by Tacoma Power Transmission & Distribution Engineering Section
  - Copies of sample reports and additional supporting documentation are required in the submission of the proposal for review by Tacoma Power.

7.05.2 – MOBILIZATION FOR EMERGENCY (NON-SCHEDULED) REINFORCEMENT

Mobilization charges for emergency reinforcement services shall be bid as a flat rate that includes mobilization and demobilization to and from the Tacoma Power service area. The mobilization charge would be a one-time fee per assignment of work. This could include assignments of work that extend multiple days and include various work locations within the Tacoma Power service territory. Refer to Appendix #9 for service territory map.

7.05.3 – MOBILIZATION FOR NON-EMERGENCY (SCHEDULED) REINFORCEMENT

Mobilization charges for non-emergency reinforcement services shall be bid as a flat rate that includes mobilization and demobilization to and from the Tacoma Power service area. The mobilization charge would be a one-time fee per assignment of work. This could include assignments of work that extend multiple days and include various work locations within the Tacoma Power service territory. Refer to Appendix #9 for service territory map.
7.06 – REJECTION CRITERIA

Poles upon inspection shall be identified as rejected per the following criteria:

- Poles that have less % Remaining Strength than the required % Remaining Strength when compared to the percentage of Pole Capacity based on Actual Pole Loadings.
- Average shell thickness less than 2 inches.
- Pole tops with a rating of 1, and possibly a rating of 4 according to the table below, as observed from the ground, with 10 power binoculars.

Observed Decay for Pole Tops should be rated by the following scale for all wood type and construction type, as inspected with 10 power binoculars:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Pole top is in excellent condition, no signs of degradation or decay, no checks, cracks or bird holes apparent.</td>
</tr>
<tr>
<td>7</td>
<td>Pole top is in fair condition. Normal signs of degradation, based on pole age. 1 or 2 minor checks or cracks visible, extending less than 6 inches each. No bird holes visible. Minor decay showing.</td>
</tr>
<tr>
<td>4</td>
<td>Pole top is in poor condition. Higher than normal degradation, based on pole age. 2 or 3 checks or cracks visible, extending up to 10 inches each. Bird hole visible. Pole top loadings (construction type, strains, guys) used to determine pole top strength needed exceeds pole top remaining strength. Consider reject pole based on rejection criteria listed in Section 7.06.1</td>
</tr>
<tr>
<td>1</td>
<td>Pole top is in bad condition. Severely dilapidated condition, parts of pole top missing. Can see sky through pole from more than one angle. 2 or more checks or cracks visible, extending 12 inches or more each. Multiple bird holes visible. Pole top loadings (construction type, strains, guys) used to determine pole top strength needed exceed pole top remaining strength; reject pole.</td>
</tr>
</tbody>
</table>
7.06.1 – PRIORITIZATION OF REJECTION CRITERIA

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Pole ≤60’ Above Grade</th>
<th>Pole ≥60’ Above Grade</th>
<th>Locations</th>
<th>Pole Top Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Priority 1 – Replace Immediately</strong></td>
<td>%RS&lt;40%, regardless of other criteria %RS=&lt;66% with side strain</td>
<td>%RS&lt;50%, regardless of other criteria %RS=&lt;75% with side strain</td>
<td>Critical (Schools, Highway &amp; Railroad Crossings, Waterways)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Priority 2** - Replace in 1 year

| %RLC<10% | %RLC between 10% and 20% | <75% | %RLC between 20% and 30% | Non critical | 4 |

| %RLC between 20% and 30% | <80% | %RLC between 30% and 40% | Non critical | 4 |

Reference: ANSI – O5.1; Table 1 (PSI) & NESC – Section 26; Table 261-1

**IF THERE ARE MULTIPLE PRIORITY 2 POLES IN A ROW THAT HAVE LOW REMAINING STRENGTH, REPRIORITIZE TO PRIORITY 1**

7.07 – WORK TASKS NOT INCLUDED

The following work tasks are not included in the scope of work for this project.

A. Treatment of poles not owned by Tacoma Power (e.g., owned by customers or other utility companies) is not considered part of this project and will not be paid by Tacoma Power. If the Contractor is unsure of pole ownership, contact should be made with the Tacoma Power project manager for clarification. If treatment and billing occurs on a pole that is not owned by Tacoma Power, reimbursement will be requested from the Contractor.

- Poles with a meter base are considered customer owned.

B. Inspection or treatment of laminated wood poles will not be included in the scope of this project.

C. Treatment products are not to be applied within pole surface areas that have received a “through-bore” pattern as part of the original preservative treatment process.

7.08 – WORK AUDIT

Tacoma Power will audit the work with a Contractor representative. Initially every 1000 poles inspected, treated, and/or reinforced 10% (100 poles) will be selected for audit. The audit will review...
the quality of the work performed by the Contractor based on the requirements of this RFP and the proposal submitted by the Contractor. Any chronic problems identified by the audit will require timely correction by the Contractor. Tacoma Power reserves the right to increase or decrease the frequency of the audits based on the documented performance of the Contractor.

7.09 – ADDITIONAL SERVICES

7.09.1 – POLE NUMBERING

The Contractor will install the designated pole number on the pole with tags and brackets supplied by Tacoma Power. The Contractor will:

✓ Insert and secure the numbers into the bracket, and
✓ Nail the assembly onto the pole not less than eight (8) feet above existing grade.

7.09.2 – REMOVAL OF PAINTED DESIGNATION FROM POLE

- The Contractor shall submit a plan to address the removal or covering of the designation of “BO” in white paint from pole. The removal would only apply to poles that have been treated.
- Tacoma Power may request the additional services of the removal or covering of graffiti from wood poles.

7.09.3 – JOINT USE POLE ATTACHMENT AUDIT

During the course of work Tacoma Power may request the additional service of a pole audit field survey. It is anticipated that this service will be utilized on an infrequent basis. The purpose of this activity is to capture and document third party joint-use information. Services will include documentation of foreign attachments, pole attributes and digital images per Section 7.01.3. Data will be collected electronically per Section 8.02.1.

7.10 – NOTIFICATION

The Contractor must promptly notify the Tacoma Power project manager or their designee of any situations that constitute a clear and present danger to persons or property. In addition any circumstance that requires the assistance of Tacoma Power personnel such as difficulties with access to the pole, requirements for vegetation removal etc., shall be promptly reported.
SECTION VIII – ON-SITE LABELING AND REPORTING

At a minimum, Tacoma Power requires the following tagging procedures for poles that have been treated and/or tested.

8.01 – TAG REQUIREMENTS

The tags shall include the following:
• Name of Inspection company
• Year inspected
• Type of treatment

8.01.1 – LOCATION OF TAGS

The tag(s) should be placed a minimum of eight (8) feet above existing grade or higher, if possible, and located so as to be most visible from the nearest access road.

8.01.2 – TAG MATERIAL

The tag shall be constructed of weather resistant aluminum and all information shall be embossed on the tag.

8.01.3 – TAG INSTALLATION

The tag shall be installed with a single aluminum nail that is located so as not to obscure the information on the tag.

8.02 – DATA COLLECTION

8.02.1 – FIELD DATA COLLECTION

The Contractor shall enter all report data collected into a computer/PDA device at the job site. Hand written field reports are not acceptable.

8.02.2 – REPORT SOFTWARE

All reports provided to Tacoma Power shall be computer generated in Microsoft Excel 2007 or 2010 format (or as approved by Tacoma Power). Tacoma Power will provide a template to the Contractor for their use. The format will be as shown in the following section or slightly modified.
8.02.2A – SITE DATA

The following information is required per pole site. This data must be submitted per the template supplied by Tacoma Power.

- SAP Notification No.
- Pole Number
- Equipment No.
- Circuit Name
- Location coordinates
- Date of Treatment
- & Inspection
- Pole Length
- Pole Class
- Species
- Construction Year of Pole
- Manufacturer
- Original Treatment
- Reject
- Reject / Re-enforceable
- Reject / Priority
- Pole Wrap
- Fumigant (# of Vials)
- Internal Flood
- Insecticide
- Existing Reinforcement
- Ground-line Circumference
- Shell Thickness
- Estimated Remaining Strength @ Ground-line
- Pole Ground Integrity
- Pole Top Integrity
- Crossarm Integrity
- Shell Rot Depth
- Physical Damage
- Woodpecker Damage
- Guy Marker Installation
- Removal of “BO” from pole
- Installation of Pole Number
- Pole Not Inspected
- Comments
- Inspection Type

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8.03 – ANNUAL WORK SUMMARY REPORT

Prior to the start of work, samples of summary reports must be submitted and approved by the Tacoma Power Project Manager.

The following information is required for the annual work summary report:

- Trending of Inspected Poles -
  - Reject pole only: Age versus type of failure (based on 7.06 rejection criteria categories: Average shell thickness failure, shell rot/internal decay failure, shell circumference failure, pole top failure)
  - Remaining strength (other than pole top), for total inspected population
  - Breakdown of Reject Priority
  - Percentage of reject poles based on total inspected population
  - Reject pole only: Breakdown of Manufacturer of pole

- Reporting of the cumulative total of work performed from the initiation of the project.
8.04 – INVOICING

Invoices shall be submitted to the Project Manager as listed below or as otherwise directed. The invoices shall be submitted in a format that is straightforward and meets with the approval of the Project Manager. Invoices shall be separated, totaled and submitted upon the completion of each circuit assigned to be inspected and treated. Partial invoices are not acceptable. With each invoice the chargeable items shall be listed and the individual pole numbers included.

1) Inspected and Treated
2) Inspected, Rejected, and Identified as Reinforceable
3) Inspected and Rejected
4) Reinforced and Treated

Invoices shall be submitted to:
Tacoma Power
Joseph Gilbert
T&D Supervisor
Line Transmission Distribution Maintenance
3628 S. 35th St.
Tacoma, WA 98409-3192

8.04.1 – FORMAT OF INVOICES

The format shall include the following:

- List the sum of work tasks for the billing period grouped into categories of work as shown in section 8.02.2A. The categories of work will be assigned item numbers as shown in Section 8.04 above. Any additional work categories beyond those listed will be assigned an additional number.

- Include the Tacoma Power pole numbers for which the work is being billed under each Item number listed in the Invoice.

8.04.2 – SITE DATA AND DIGITAL IMAGES EXCHANGE

Site data in the format required in Sections 8.02.2 and 7.01.3 will be furnished on a CD(s) or DVD(s) and included with the invoice for each circuit. Each CD or DVD shall be clearly dated and labeled as to the assigned circuit that is submitted for invoicing.
8.05 – COMPLETION OF WORK

In conjunction with Section 3.13 of the General Provisions, the following table shows the steps for close out procedures and processing retainage claims:

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
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| 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 (See Appendix #13)  
| 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 Contractor’s 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. |
APPENDIX #1

PREVAILING WAGE
PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

c. Janitorial contracts follow WAC 296-127-023.

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

Look up prevailing rates of pay, benefits, and overtime codes from this link: [http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)

REQUIRED DOCUMENTS

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

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number F700-029-000. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number F700-007-000. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.
APPENDIX #2

CONSTRUCTION SERVICES
CONTRACT SAMPLE
CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of _____, 20___, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

1. Specification No. ______ and Title ______ together with all authorized addenda.
2. Contractor’s submittal (or specifically described portions thereof) dated ______ submitted in response to Specification No. ______ and Title ______.
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel etc.) or any other additional items mutually intended to be binding upon the parties.

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: $ _________________, plus applicable sales tax.

III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

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

V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

By: ___________________________  By: ___________________________

Enter title of dept or div staff w/auth to sign for this $ amt

Signature

By: ___________________________

Select for over $50K or NA

Printed Name
By: 

Director of Finance

Title

APPROVED AS TO FORM:

By: 

City Attorney
APPENDIX #3

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

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

1.1. City reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

1.2. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Policies of Insurance, such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General liability or Excess Liability, required under this Contract that name City as Additional Insured shall:

1.4.1. Be considered primary and non-contributory for all claims.
1.4.2. Contain a “Severability of Insureds”, “Separation of Interest”, or “Cross Liability” provision and a “Waiver of Subrogation” clause in favor of City.

1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.

1.6. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.7. Insurance policy(ies) shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.

1.8. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.

1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.

1.11. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City may, after giving five (5) business day notice to Contractor to correct the breach, immediately
terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars ($10,000) must be approved by City Risk Management Division.

1.13. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.14. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

1.15. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City to Contractor.

1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.

1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver copies of any applicable Additional Insured, Waiver of Subrogation, and primary and non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.18. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

3.1. **Commercial General Liability (CGL) Insurance**
   The CGL insurance policy must provide limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate.

   The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:
3.1.1 A per project aggregate policy limit.
3.1.2 Contractual Liability-Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

3.2 Commercial Automobile Liability (CAL) Insurance
Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if “Pollutants” are to be transported. CAL policies must provide limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

3.3 Workers’ Compensation
Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

3.4 Employers’ Liability (EL) (Stop-Gap) Insurance
Contractor shall maintain EL coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.5 Professional Liability Insurance (PLI) or Errors and Omissions (E&O)
Contractor and/or its subcontractor shall maintain PLI or E&O covering acts, errors and omissions arising out of the professional services under this contract. Such policy must provide minimum limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate. If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars ($2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the PLI policy shall include Pollution Liability coverage. If provided on a “claims-made” basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

3.6 Pollution Liability (PL) Insurance
Contractor shall procure and maintain a PL or Environmental Liability policy providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage City damage claims for loss arising out of Contractor’s work with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy shall include Environmental Resource Damage coverage.
Such insurance may be provided on an "occurrence" or "claims-made" basis. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

3.6.1 The policy shall include coverage for Hazardous Substance Removal.
3.6.2 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
3.6.3 The extended reporting period (tail) must be purchased to cover a minimum of six (6) years beyond completion of work.

3.7 Railroad Protective Liability (RPL) Insurance
Contractor shall procure and maintain RPL insurance during the term of the Contract if Contractor’s work will involve working on, above, under or being within fifty (50) feet of City railroad right of ways. The RPL insurance shall have policy limits of Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($6,000,000) annual aggregate. Contractor must use an ISO form CG 00 35 (04-13), or equivalent, with City as a named insured (not named as an additional insured). The policy shall include the following: Limited Seepage and Pollution Endorsement and Evacuation Expense Coverage Endorsement.

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

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

4. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.
APPENDIX #4

PERFORMANCE BOND SAMPLE
That we, the undersigned, as principal, and as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of, $                       , for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No.
Specification Title:
Contract No.

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of or in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasure Department.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form: Principal: Vendor Legal Name

Deputy City Attorney

By: ________________________________

Surety:

By: ________________________________

Agent's Name: ________________________________

Agent's Address: ________________________________
APPENDIX #5

BOND IN LIEU OF RETAINAGE SAMPLE
BOND IN LIEU OF RETAINAGE
TO THE CITY OF TACOMA

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______.

The Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum not to exceed 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

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.

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______.

Approved as to form: Principal: Vendor Legal Name

Deputy City Attorney

By: __________________________________________

Surety:

______________________________________________

By: __________________________________________

Agent’s Name: ________________________________

Agent’s Address: ____________________________________________________________
APPENDIX #6

PAYMENT BOND
PAYMENT BOND
TO THE CITY OF TACOMA

That we, the undersigned, as principal, and as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of, $ , for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No.
Specification Title:
Contract No.

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 80.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasure Department.
One original bond shall be executed, and be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form:  

Principal: Vendor Legal Name  

Deputy City Attorney  

By:  

Surety:  

By:  

Agent’s Name:  

Agent’s Address:  

Sample
APPENDIX #7

STATEMENT OF INTENT TO PAY PREVAILING WAGES
## Your Company Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip+4</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Company, Inc.</td>
<td>1234 Main Street</td>
<td>Olympia</td>
<td>WA</td>
<td>98501-1234</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registration Number</th>
<th>UBI Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC123AA</td>
<td>123456789</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Insurance Account</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>111,111,111</td>
<td>(555) 555-5555</td>
</tr>
</tbody>
</table>

## Awarding Agency Information

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Repair</td>
<td>2011-01B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip+4</th>
</tr>
</thead>
<tbody>
<tr>
<td>WA State</td>
<td>PO Box 47354</td>
<td>Olympia</td>
<td>WA</td>
<td>98501</td>
</tr>
</tbody>
</table>

## Additional Details

### Your Expected Job Start Date (mm/dd/yyyy)

01/01/2011

### Job Site Address/Directions

State Street @ Plum Street

### ARRA Funds

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

## Prime Contractor’s Company Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Prime Contractor’s Intent Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Company, Inc.</td>
<td>123456</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registration Number</th>
<th>UBI Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ123AA</td>
<td>987654321</td>
</tr>
</tbody>
</table>

## Employment Information

- Do you intend to use ANY subcontractors?  
  - Yes  
  - No

- Will ALL work be subcontracted?  
  - Yes  
  - No

- Do you intend to use apprentices?  
  - Yes  
  - No

## Number of Workers

<table>
<thead>
<tr>
<th>Craft/Trade/Occupation</th>
<th>Number of Workers</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (“Fringe”) Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer - Asphalt Raker</td>
<td>2</td>
<td>39.28</td>
<td>5.00</td>
</tr>
<tr>
<td>Power Equipment Operator - Asphalt Plant Operator</td>
<td>1</td>
<td>48.04</td>
<td>2.35</td>
</tr>
<tr>
<td>Truck Driver - Asphalt Mix (over 16 Yds)</td>
<td>1</td>
<td>46.47</td>
<td>0.00</td>
</tr>
</tbody>
</table>

## Signature Block

I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, 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.

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Print Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

For L&I Use Only

Approved by signature of the Department of Labor and Industries Industrial Statistician
APPENDIX #8

AFFIDAVIT OF WAGES PAID
Preceding Wage Program
(360) 902-5335
www.Lni.wa.gov/TradesLicensing/PrevWage/default.asp

This form must be typed or printed in ink.
Fill in ALL blanks or the form will be returned for correction (see instructions). Please allow a minimum of 10 business days for processing. Once approved, your form will be posted online at: https://fortress.wa.gov/lni/wagelookup/searchforms.aspx

<table>
<thead>
<tr>
<th>Your Company Information</th>
<th>Awarding Agency Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Company Name</td>
<td>Project Name</td>
</tr>
<tr>
<td>Your Company Address</td>
<td>Contract Number</td>
</tr>
<tr>
<td>City State Zip+4</td>
<td>Awarding Agency</td>
</tr>
<tr>
<td>Your Contractor Registration Number</td>
<td>Awarding Agency Address</td>
</tr>
<tr>
<td>Your UBI Number</td>
<td>City State Zip+4</td>
</tr>
<tr>
<td>Your Industrial Insurance Account Number</td>
<td>Awarding Agency Contact Name</td>
</tr>
<tr>
<td>Your Email Address (required for notification of approval)</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Your Company Address</td>
<td>County Where Work Was Performed</td>
</tr>
<tr>
<td>Awarding Agency Information</td>
<td>City Where Work Was Performed</td>
</tr>
<tr>
<td>Your Contractor Registration Number</td>
<td>Award Date (Prime Contractor’s)</td>
</tr>
<tr>
<td>Your UBI Number</td>
<td>Bid Due Date (Prime Contractor’s)</td>
</tr>
<tr>
<td>Your Industry Insurance Account Number</td>
<td>Your Approved Intent ID #</td>
</tr>
<tr>
<td>Your Email Address (required for notification of approval)</td>
<td>Your Phone Number</td>
</tr>
</tbody>
</table>

Additional Details

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

Job Site Address/Directions

Your Approved Intent ID #

<table>
<thead>
<tr>
<th>Indicate Total Dollar Amount of Your Contract (including sales tax). $</th>
</tr>
</thead>
<tbody>
<tr>
<td>EHB 2805 (RCW 39.04.370) – Is the Prime Contractor’s contract at a cost of over one million dollars ($1,000,000)?</td>
</tr>
<tr>
<td>☐ No</td>
</tr>
</tbody>
</table>

If “Yes” to the EHB 2805 question and the Award Date is 9/1/2010 or later you must complete and submit the EHB 2805 (RCW 39.04.370) Addendum.

ARRA Funds

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

Weatherization or Energy Efficient Funds

Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? ☐ Yes ☐ No

Prime Contractor’s Company Information

<table>
<thead>
<tr>
<th>Prime Contractor’s Company Name</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Prime Contractor’s Company Name</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Prime Contractor’s Company Name</th>
</tr>
</thead>
</table>

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

Employment Information

Did you use ANY subcontractors? ☐ Yes (Addendum B Required) ☐ No Did employees perform work on this project? ☐ Yes ☐ No

Was ALL work subcontracted? ☐ Yes (Addendum B Required) ☐ No Did you use apprentice employees? ☐ Yes ☐ No

Number of Owner/Operators who own at least 30% of the company who performed work on this project:

<table>
<thead>
<tr>
<th>Number of Owners/Operators</th>
</tr>
</thead>
<tbody>
<tr>
<td>None (0)</td>
</tr>
</tbody>
</table>

List your Crafts/Trades/Occupations Below - For Journey Level Workers you must provide all of the information below. Owner/Operators - must provide their First and Last name no other information required. **Apprentices are not recorded below. You must use Addendum D to list Apprentices.

<table>
<thead>
<tr>
<th>Number of Workers</th>
<th>Total # of Hours Worked</th>
<th>Rate of Hourly Pay</th>
<th>Rate of Hourly Usual (“Fringe”) Benefits</th>
</tr>
</thead>
</table>

Signature Block

I hereby certify that I have read and understand the instructions to complete this form and that the information on the form and any addenda is 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.

Print Name: Print Title: Signature: Date:

For L&I Use Only

Department of Labor and Industries

APPROVED BY: ____________________________________________

Industrial Statistician

F700-007-000 Affidavit of Wages Paid 06-2014
APPENDIX #9

TACOMA POWER SERVICE TERRITORY
APPENDIX #10

EXAMPLE
PRICE SCHEDULE OF C-TRUSS REINFORCEMENT

The following information should be included in your Proposal as part of Section 5.01.2F “Pricing for Services.”

<table>
<thead>
<tr>
<th>POLE LENGTH</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>35</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>40</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>45</td>
<td>$</td>
<td>$</td>
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<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>50</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>70</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>75</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>80</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>85</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>90</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX #11

TACOMA POWER CONSTRUCTION STANDARD

A-OH-1100 - DISTRIBUTION WOOD POLES
Application

Used to support overhead distribution conductors and devices. All new distribution poles are Western Red Cedar, butt treated with copper naphthenate or pentachlorophenol.

Construction Unit Materials (35’ thru 45’ Poles)

<table>
<thead>
<tr>
<th>Figure</th>
<th>Distribution Wood Poles</th>
<th>CU ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 35' Wood Pole, Class 4*</td>
<td>PLW35CL4</td>
<td></td>
</tr>
<tr>
<td>A 35' Wood Pole, Class 3*</td>
<td>PLW35CL3</td>
<td></td>
</tr>
<tr>
<td>A 35' Wood Pole, Class 2</td>
<td>PLW35CL2</td>
<td></td>
</tr>
<tr>
<td>A 40' Wood Pole, Class 2</td>
<td>PLW40CL2</td>
<td></td>
</tr>
<tr>
<td>A 40' Wood Pole, Class 1*</td>
<td>PLW40CL1</td>
<td></td>
</tr>
<tr>
<td>A 40' Wood Pole, Class H1*</td>
<td>PLW40CLH1</td>
<td></td>
</tr>
<tr>
<td>A 45' Wood Pole, Class 2</td>
<td>PLW45CL2</td>
<td></td>
</tr>
<tr>
<td>A 45' Wood Pole, Class 1*</td>
<td>PLW45CL1</td>
<td></td>
</tr>
<tr>
<td>A 45' Wood Pole, Class H1*</td>
<td>PLW45CLH1</td>
<td></td>
</tr>
<tr>
<td>A 45' Wood Pole, Class H2*</td>
<td>PLW45CLH2</td>
<td></td>
</tr>
</tbody>
</table>

* Special order only

<table>
<thead>
<tr>
<th>Item #</th>
<th>Material / Construction Unit</th>
<th>MID / CU ID</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wood Pole, 35 foot, Class 4</td>
<td>20427</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 35 foot, Class 3</td>
<td>20426</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 40 foot, Class 2</td>
<td>20425</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 35 foot, Class 2</td>
<td>20425</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 40 foot, Class 1</td>
<td>20428</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 40 foot, Class H1</td>
<td>20429</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 45 foot, Class 2</td>
<td>20430</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 45 foot, Class 1</td>
<td>20431</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 45 foot, Class H1</td>
<td>20432</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 45 foot, Class H2</td>
<td>20433</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Tag Holder *</td>
<td>20008</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Wire, #4 Copper-Clad, Bare, Solid (ft)**</td>
<td>52230</td>
<td>FC FC FC FC FC FC FC FC FC</td>
</tr>
<tr>
<td>4</td>
<td>Connector, Crimpit</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Molding, Plastic, 1/2&quot; x 1/2&quot; x 8'</td>
<td>34836</td>
<td>1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>6</td>
<td>Staples, 1/2&quot; Molding</td>
<td>44448</td>
<td>1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>7</td>
<td>Plate, Cu, Grounding, w/Connector</td>
<td>41132</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>8</td>
<td>Cap, Pole 19 inch</td>
<td>52980</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>9</td>
<td>Tag, Ground Wire</td>
<td>58320</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
</tbody>
</table>

* 1" poly tags MID# 20998 thru 21009 for pole number
** #4 Copper-Clad, Bare, Solid = .116lbs/ft
## Construction Unit Materials (50' thru 55' Poles)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Material / Construction Unit</th>
<th>MID / CU ID</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wood Pole, 50 foot, Class 2</td>
<td>20435</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 50 foot, Class 1</td>
<td>20436</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 50 foot, Class H1</td>
<td>20437</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 50 foot, Class H2</td>
<td>20438</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 55 foot, Class 2</td>
<td>20440</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 55 foot, Class H1</td>
<td>20439</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 55 foot, Class H2</td>
<td>20441</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>Wood Pole, 55 foot, Class 2</td>
<td>20442</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Tag Holder *</td>
<td>20008</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>3</td>
<td>Wire, #4 Copper-Clad, Bare, Solid (ft)**</td>
<td>52230</td>
<td>FC FC FC FC FC FC</td>
</tr>
<tr>
<td>4</td>
<td>Connector, Crimpit</td>
<td>FC</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>5</td>
<td>Molding, Plastic, 1/2&quot; x 1/2&quot; x 8'</td>
<td>34836</td>
<td>1 1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>6</td>
<td>Staples, 1/2&quot; Molding</td>
<td>44448</td>
<td>FC FC FC FC FC FC</td>
</tr>
<tr>
<td>7</td>
<td>Plate, Cu, Grounding, w/Connector</td>
<td>41132</td>
<td>1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>8</td>
<td>Cap, Pole 19 inch</td>
<td>52980</td>
<td>1 1 1 1 1 1 1 1 1 1</td>
</tr>
<tr>
<td>9</td>
<td>Tag, Ground Wire</td>
<td>58320</td>
<td>1 1 1 1 1 1 1 1 1 1</td>
</tr>
</tbody>
</table>

* Special order only

* 1" poly tags MID# 20998 thru 21009 for pole number

** #4 Copper-Clad, Bare, Solid = .116lbs/ft
## Construction Unit Materials (60’ Poles)

<table>
<thead>
<tr>
<th>Figure</th>
<th>Construction Unit</th>
<th>CU ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>60’ Wood Pole, Class 2</td>
<td>PLW60CL2</td>
</tr>
<tr>
<td>A</td>
<td>60’ Wood Pole, Class 1*</td>
<td>PLW60CL1</td>
</tr>
<tr>
<td>A</td>
<td>60’ Wood Pole, Class H1*</td>
<td>PLW60CLH1</td>
</tr>
<tr>
<td>A</td>
<td>60’ Wood Pole, Class H2*</td>
<td>PLW60CLH2</td>
</tr>
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</table>

* Special order only

<table>
<thead>
<tr>
<th>Item #</th>
<th>Material / Construction Unit</th>
<th>MID / CU ID</th>
<th>Quantity</th>
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<tr>
<td>1</td>
<td>Wood Pole, 60 foot, Class 2</td>
<td>20444</td>
<td>1</td>
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<td>Wood Pole, 60 foot, Class 1</td>
<td>20443</td>
<td>1</td>
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<tr>
<td>1</td>
<td>Wood Pole, 60 foot, Class H1</td>
<td>20445</td>
<td>1</td>
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<tr>
<td>1</td>
<td>Wood Pole, 60 foot, Class H2</td>
<td>20446</td>
<td>1</td>
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<td>2</td>
<td>Tag Holder *</td>
<td>20008</td>
<td>1 1 1 1</td>
</tr>
<tr>
<td>3</td>
<td>Wire, #4 Copper-Clad, Bare, Solid (ft)**</td>
<td>52230</td>
<td>FC FC FC FC</td>
</tr>
<tr>
<td>4</td>
<td>Connector, Crimpit</td>
<td>FC</td>
<td>1 1 1 1</td>
</tr>
<tr>
<td>5</td>
<td>Molding, Plastic, 1/2” x 1/2” x 8’</td>
<td>34836</td>
<td>1 1 1 1</td>
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<tr>
<td>6</td>
<td>Staples, 1/2” Molding</td>
<td>44448</td>
<td>FC FC FC FC</td>
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<td>7</td>
<td>Plate, Cu, Grounding, w/Connector</td>
<td>41132</td>
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<td>8</td>
<td>Cap, Pole 19 inch</td>
<td>52980</td>
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<tr>
<td>9</td>
<td>Tag, Ground Wire</td>
<td>58320</td>
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</tr>
</tbody>
</table>

* 1” poly tags MID# 20998 thru 21009 for pole number
** #4 Copper-Clad, Bare, Solid = .116lbs/ft

### Construction Notes

- All pole holes will be field drilled
- In the 13.8kV system, the pole bond may stop at ground line until a transformer, or other equipment, is installed.
- Avoid placing pole ground in climbing space

### Weight of Western Red Cedar Poles (lbs)

<table>
<thead>
<tr>
<th>Pole Length (feet)</th>
<th>Class 4</th>
<th>Class 3</th>
<th>Class 2</th>
<th>Class 1</th>
<th>Class H1</th>
<th>Class H2</th>
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<tbody>
<tr>
<td>35</td>
<td>582</td>
<td>672</td>
<td>753</td>
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<td>40</td>
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<td>954</td>
<td>1083</td>
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<td>45</td>
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<td>1137</td>
<td>1296</td>
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<td></td>
<td>1767</td>
<td>2028</td>
<td>2502</td>
<td>2754</td>
</tr>
</tbody>
</table>

Note: These are estimated weights because of wood variances
NOTE: Staple pole ground every 6" from the neutral and down the pole 3 ft. Then staple every 3 ft down to the molding.

NOTE: Under molding, staple pole ground every 3"-6". Staple molding every 3"-6".

12.5kV system, connect to neutral

Figure A  Distribution Wood Pole
APPENDIX #12

CITY OF TACOMA SMALL BUSINESS ENTERPRISE (SBE) REGULATIONS
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 Carrie Lynn, SBE Program Coordinator of the SBE Program at (253) 591-5224 or via email at clynn@ci.tacoma.wa.us between 7:30 AM and 4:30 PM, Monday through Friday. This form must have clear expression of SBE participation that 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: 0%

There is a zero (0%) percent SBE goal on this project due to complexity and scope of work not supported by the Small Business Enterprise Program participant list.

www.cityoftacoma.org

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: PT18-0315F
Date of Record: 09/14/2018
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 craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

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

1.07.040 Program administration.
A. The Community and Economic Development Director, or 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:

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

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.

APPENDIX #13

GENERAL RELEASE
General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name 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 on this ______ day of ______________, 20___.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name