

# Tacoma

#### City of Tacoma

#### **REQUEST FOR BIDS**

## Specification No. TR14-0419F Department of Public Utilities-Tacoma Rail TMBL Tideland & Capital Division Track Maintenance

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

Bids will be received until 11:00 a.m., Pacific Time, Tuesday, November 4, 2014, at which time they will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building.

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

A pre-bid meeting will not be held.

**Project Scope:** Establish one or more contracts with qualified firms to provide equipment and personnel to perform railroad track maintenance, for both scheduled and emergency repairs, in addition to authorized system upgrades to its railroad tracks for up to five years. All work shall be in accordance with the Standard Plans, Specifications and American Railway Engineering and Maintenance of Way Association (AREMA). Equipment and supplies needed to perform maintenance/repairs shall conform to the current standards in the AREMA, FRA, and/or WSDOT Standard Specifications.

Estimate: \$650,000

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

CITY OF TACOMA

Kathy Katterhagen

Procurement and Payables Manager

Kathy Kätterhagen

Richelle Krienke Senior Buyer

City of Tacoma protest policy, located at <a href="www.tacomapurchasing.org">www.tacomapurchasing.org</a>, specifies procedures for protests submitted prior to and after submittal deadline.

E

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.

#### **Table of Contents**

#### **Request for Bids**

#### **Table of Contents**

#### **Submittal Checklist**

SECTION 1 -		$\triangle V = D V = V V$	$I \cap AI \subseteq AID \setminus AD$	
3FG 11019 1 =	PRUJELI	CVERVIEW	LAI FNIJAR	/ IIV(JUIRIE)

- 1.01 Project Overview and Purpose
- 1.02 Calendar of Events
- 1.03 Pre-Bid Conference / Inquiries to Request for Bids (RFB)
- 1.04 Acceptance and Responsiveness
- 1.05 Contract Term
- 1.06 Pricing and Price Adjustments
- 1.07 Freight / Shipping
- 1.08 Response Time
- 1.09 Estimated Usage

#### **SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS**

- 2.01 Background and Location
- 2.02 Respondent Qualifications
- 2.03 Scope of Work
- 2.04 Measurement of Work, Expectations, Price Proposal Form Definitions
- 2.05 Bid Bond
- 2.06 Prevailing Wages / Benefit Code Key
- 2.07 Surety / Performance Bond
- 2.08 Retainage
- 2.09 Bond in-lieu-of Retainage
- 2.10 Insurance
- 2.11 Small Business Enterprise (SBE) Program
- 2.12 Local Employment and Apprenticeship Training Program (LEAP)

#### SECTION 3 - SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

- 3.01 Content to be Submitted
- 3.02 Confidential or Proprietary Information
- 3.03 Submittal Package Requirements
- 3.04 Evaluation Criteria
- 3.05 Award
- 3.06 Additional Contracts / Interlocal Purchases
- 3.07 Payment Method Credit Card Acceptance

#### SECTION 4 - PROJECT REQUIREMENTS / SPECIAL PROVISIONS

- 4.01 Revisions to RFB Addenda
- 4.02 Delivery of Products and Services Idling Prohibited
- 4.03 Environmentally Preferable Procurement
- 4.04 Sustainability
- 4.05 Costs to Prepare Submittal
- 4.06 Submittal Clarification
- 4.07 Contract Obligation / Acceptance of Submittal Contents
- 4.08 Partnerships

TR14-0419F Page 3 of 99

- 4.09 Additional Services and Products
- 4.10 Expansion Clause
- 4.11 Acceptance / Rejection of Submittals
- 4.12 Reserved Rights

#### Appendix A

- Signature Page
- Bid Bond
- Price Proposal Form
- Prime Contractor's Pre-Work Form
- Record of Prior Contracts

#### **APPENDIX B**

- Sample Contract
- Sample Performance Bond
- Standard Certificate of Insurance and Endorsement Requirements
- Sample General Release to the City of Tacoma
- Sample Bond in-lieu-of Retainage

#### **Appendix C**

- General Provisions
- Prevailing Wages
- Benefit Code Key
- SBE Goal Utilization Form
- Small Business Enterprise (SBE) Program
- LEAP Program

TR14-0419F Page 4 of 99

#### SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.

Please do not include the entire specification document with your submittal. Doing so may render your submittal as non-responsive.

Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. See also Section 3.03 Submittal Package Requirements.

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

	he following items, in this order, make up your submittal package:	
1	Signature Page (Appendix A), including acknowledgement of addenda (if any)  This form is intended to serve as your cover page. Do not alter it in any way or add to letterhead paper or present cover letters, title pages, or blank pages ahead of it.	
2	Bid Bond (Appendix A) – no substitutions or alterations	
3	Price Proposal Form (Appendix A) – no substitutions or alterations	
4	Prime Contractor's Pre-Work Form (Appendix A) – no substitutions or alterations	
5	Record of Prior Contracts (Appendix A) – no substitutions or alterations	
6	Confidential information identified and indexed as indicated in 3.02	
P	rovide the following in a sealed envelope or package labeled	

Provide the following in a sealed envelope or package labeled with the specification number, specification title, and Respondent name and address as indicated in Section 3.03:

- One original with ink signature (not an electronic or Xeroxed signature) of your complete submittal, arranged as indicated in Sections 3.01.
- Two copies of your complete submittal.

Clearly identify original and copies.

TR14-0419F Page 5 of 99

Α	After award approval, the following documents will be required (or issued):					
1	Contract (Appendix B)  Vendor required to enter into a contract incorporating terms and conditions contained herein.					
2	Performance Bond (Appendix B)					
3	Certificate of Insurance and required endorsements (Appendix B)					
4	Bond in-lieu-of Retainage, if used (Appendix B)					
5	General Release to the City of Tacoma (Appendix B)					
6	City of Tacoma business license, if applicable (See item 1.15 C. of the General Provisions)					

TR14-0419F Page 6 of 99

## REQUEST FOR BIDS TR14-0412F TMBL Tideland and Capital Division Track Maintenance

#### SECTION 1 - PROJECT OVERVIEW / CALENDAR / INQUIRIES

#### 1.01 PROJECT OVERVIEW AND PURPOSE

- A. The City of Tacoma (City) / Tacoma Public Utilities (TPU), Rail Division is soliciting bids to establish one or more contracts with qualified vendors to fulfill the Rail's needs for track maintenance, for both scheduled and emergency repairs, in addition to authorized system upgrades to its railroad tracks for up to five years.
- B. The preference is to award a single contract. However, the City reserves the right to split the award if it is in the City's best interest.
- C. Note that the provisions found in Section 1, Section 2, and Section 3 will prevail over any conflicting provisions found in the General Provisions this RFB.
- D. This solicitation may be found at <a href="https://www.tacomapurchasing.org">www.tacomapurchasing.org</a>: Navigate to Current Contracting Opportunities / Services, scroll to this RFB and click the word Specification.

#### 1.02 CALENDAR OF EVENTS

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

Publish and issue RFB
Questions due, 3:00 p.m.
Questions and answers posted
Submittal deadline, 11:00 a.m.

Public Utility Board consideration of award, if required

Week of October 13, 2014
October 20, 2014
November 4, 2014
November 4, 2014
November-December 2014

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

#### 1.03 PRE-BID CONFERENCE / INQUIRIES TO REQUEST FOR BIDS (RFB)

- A. A pre-submittal bid conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, October 20, 2014, to Richelle Krienke, Purchasing Division, via email to rkrienke@cityoftacoma.org. Questions received after this date and time may not be answered.
  - 1. Please indicate the RFB specification number and title in the email subject line.
  - 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.
  - 3. Questions will not be accepted by telephone or fax.
  - 4. Questions marked confidential will not be answered.
  - 5. Individual answers will not be provided directly to Respondents.

TR14-0419F Page 7 of 99

- 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 22, 2014**, on the Purchasing website at <a href="www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>: Navigate to <a href="Contracting Opportunities">Contracting Opportunities</a> / Services Solicitations, and scroll to this RFB. 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. (See Section 3.01)

#### 1.04 ACCEPTANCE AND RESPONSIVENESS

- A. Respondents agree to provide a minimum of 60 days from the submittal deadline for acceptance by the City.
- B. Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.
- C. The final selection, if any, will be that submittal or submittals which, after review and in the sole judgment of the City, best meets the requirements set forth in this RFB.

#### 1.05 CONTRACT TERM

The initial contract shall be for a period of three years from date of award, approximately January 2015 through December 2017, with the option to extend up to two additional one-year periods upon mutual consent of both parties and subject to the provisions in Section 1.06 below.

#### 1.06 PRICING AND PRICE ADJUSTMENTS

- A. Unit or lump sum prices shall be all inclusive and submitted as FOB destination, freight pre-paid and allowed (freight included in price).
- B. If the unit price does not compute to the extended total price, the unit price shall govern.
- C. Prices must remain firm for each contract period; however, nothing in this contract will prevent the Contractor from charging a lower than quoted price.
  - 1. Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.
- D. Submitted prices shall include costs of bid preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, labor,

TR14-0419F Page 8 of 99

insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material and workmanship and be subject to these Specifications in full.

- E. The City is entitled to any promotional pricing during the contract period that is lower than pricing provided in the bid submittal.
- F. Price decreases shall be immediately passed on to the City.
- G. Bid submittal prices will establish a base price against which contractors may request price adjustments at contract renewal.
- H. The City may consider price adjustments at contract renewal, when presented in advance, under the following conditions:
  - 1. Contractor submits proposed price changes in writing 30 days prior to end of each available renewal period. Written requests for price changes should be directed to the contract administrator. Instructions for requesting written requests for price changes will be provided to Contractor after award.
  - 2. Any proposed price increase to contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect.
  - 3. Price increases will be adjusted only to the amount of cost increase to contractor.
  - 4. No adjustment will be made for contractor profit margin.
  - 5. The City reserves the right to accept or reject all such price adjustments.
- I. Increase requests may be evaluated against various market conditions, including but not limited to:
  - 1. Consumer Price Index for Seattle Tacoma Bremerton, All Items 1982-84+100, for the comparable period for the comparable period.
  - 2. State/federal regulations affecting production costs of the materials.
  - 3. Volatile commodity market conditions.
  - 4. Various producer price or commodity indices.
  - 5. Minimum wage adjustments.

#### 1.07 FREIGHT / SHIPPING

The City will not pay handling charges for shipping any order. However, the City may occasionally authorize the Supplier to invoice freight costs for special orders when next day air shipment or special handling is requested. Likewise, if the Supplier is requested by the City to ship materials from a factory that charges the Supplier a handling charge, upon approval of the

TR14-0419F Page 9 of 99

City staff person placing the order, the handling charge may be passed through to the City at net cost. Supplier shall invoice special order freight charges at actual cost of transportation. Supplier shall upon request provide documentation of actual freight/shipping charges.

#### 1.08 RESPONSE TIME

Respondents are required to submit a response timeline to which they commit. In the event a delivery date is not met, Tacoma Rail reserves the right to purchase from another source. The City may terminate the contract if late response times persist.

#### 1.09 ESTIMATED USAGE

The items and quantities listed on the Price Proposal Form are based on past usage and are not a guarantee for any particular order, quantity, item, or dollar volume. The actual hours required may be more or less than noted on the Price Proposal Form.

TR14-0419F Page 10 of 99

#### SECTION 2 - PROJECT SCOPE / TECHNICAL PROVISIONS

#### 2.01 BACKGROUND AND LOCATION

#### A. Background

Tacoma Rail is a full-service short line railroad. Interchange occurs with both the Burlington Northern Santa Fe and Union Pacific railroads. Tacoma Rail is owned by the City of Tacoma and operates under the oversight authority of the Tacoma Public Utility Board.

Tacoma Rail has two operating divisions: The Tidelands and Capital Division and the Mountain Division.

The Tidelands and Capital Division (TMBL) operates in the Tacoma industrial and port area northeast of the city center as a terminal and switching carrier with rates set by tariff, in addition to switching operations in Thurston County. This division serves more than 50 commercial customers, including major intermodal operations at the Port of Tacoma. The Tidelands Division handled more than 220,000 revenue rail car moves in 2013.

The Mountain Division (TRMW) runs on 132 miles of track from Tacoma to the Frederickson Industrial Park and to Chehalis and Morton purchased by the city in the early 1990s. The ruling grade on this track is a maximum of 3.6 percent, with an average of 3.0 percent, for a distance up to three consecutive miles. TRMW serves 14 commercial customers including Boeing, Carlisle Building Materials, and Medallion Foods.

#### B. Location

The TMBL Tideland railway line currently operates in TMBL main classification yard, and main and customer spur tracks in the greater Tideland area, in Tacoma, WA. The Capital Division railway line currently operates in East Olympia, Belmore, and Quadlok in Thurston County, and Lakeview lines in Pierce County.

#### 2.02 RESPONDENT QUALIFICATIONS

Bidders must be experienced in this type of work with a verifiable record of successful completion of contracts of similar scope. The selected Contractor is required to comply with applicable current AREMA and WSDOT Construction Standards, as well as all applicable FRA Regulations, have sufficient equipment to handle both scheduled and emergency repairs in the time frame required, utilizing competent and experienced personnel, and the ability to perform the required maintenance in accordance with Tacoma Rail's Safety Policy.

#### 2.03 SCOPE OF WORK

- A. Provide personnel and equipment to perform railroad track maintenance.
- B. All work shall be in accordance with Standard Plans, Specifications, the American Railway Engineering and Maintenance-of-Way Association (AREMA), and all applicable Federal Railroad Administration (FRA) Regulations.
- C. The Contractor shall provide service when directed by Tacoma Rail, the construction inspector, the engineer, or by an approved repair/maintenance schedule.

TR14-0419F Page 11 of 99

- D. The Contractor shall coordinate all work with Tacoma Rail.
- E. The track is in service. Trains and work equipment of the railroad will require access into and through the work areas. There must be coordination with the Tacoma Rail roadmaster (253-377-3554) and yardmaster (253-502-8867) on a daily basis during actual work/service periods.
- F. The maximum response time to reach any site shall be three hours.
- G. Materials necessary to perform maintenance/repairs shall conform to the current standards in AREMA, FRA, and/or WSDOT Standard Construction Specifications.

## 2.04 MEASUREMENT OF WORK, EXPECTATIONS, PRICE PROPOSAL FORM DEFINITIONS

- A. Measurement for Personnel and Equipment will be per hour. The hours shall be based on actual time worked for Tacoma Rail. The unit price shall account for additional expenses incurred, including travel time. The prices for materials requested to be furnished by the Contractor will be based on the preset markup provided on the Price Proposal Form.
- B. Price Proposal Form Definitions / Expectations

#### 1. STORM WATER POLLUTION PREVENTION PLAN (Item 1)

**EXPECTATION:** Considered to be a "living" document in that it should be continually revised to account for additional erosion control/pollution prevention BMP's as they become necessary and are implemented in the field during project construction. The most current SWPPP shall remain on site at all times and a copy forwarded to the Tacoma Rail Roadmaster upon request.

<u>MEASUREMENT:</u> Lump sum amount bid on proposal page will be a one-time payment from Tacoma Rail as reimbursement to the contractor to cover all costs associated with the Storm Water Pollution Prevention Plan for the entire length of the contract.

#### 2. **FOREMAN (Items 2, 3, 4)**

**EXPECTATION:** The contractor shall have employed a competent individual (foreman) that is responsible for planning, coordination, and execution of specific track construction, repair activities consistent with AREMA guidelines, Tacoma Rail standards, and all applicable FRA regulations. This individual is additionally responsible for ensuring general safety and compliance with applicable state and federal railroad work place safety regulations. The foreman shall be present at the project site at all times during the entire progress of the work. The foreman shall have full authority to act on the contractor's behalf. All employees will be fit for duty without work restrictions.

**FOREMAN OVERTIME:** Overtime will be considered time worked for Tacoma Rail that is more than eight paid hours per day, per employee.

TR14-0419F Page 12 of 99

**FOREMAN DOUBLE TIME:** Tacoma Rail will only consider Sundays and Federal Holidays as double time eligible.

**MEASUREMENT:** Shall be measured by the actual hours worked at the fixed cost per hour.

#### 3. POWER EQUIPMENT OPERATOR (Items 5, 6, 7)

**EXPECTATION:** The Contractor shall have employed an individual that possesses all required certifications and has demonstrated proficiency in the ability to safely operate on and off track equipment used in the construction, repair, and maintenance of railroad tracks, including but not limited to: Ballast regulators, tampers, mechanical booms, loaders and backhoes, consistent with Tacoma Rail standards, applicable state regulations and federal regulations including but not limited to those prescribed by 49 CFR Part 214. All employees will be fit for duty without work restrictions.

**POWER EQUIPMENT OPERATOR OVERTIME:** Overtime will be considered time worked for Tacoma Rail that is more than eight paid hours per day, per employee.

<u>POWER EQUIPMENT OPERATOR DOUBLE TIME:</u> Tacoma Rail will only consider Sundays and Federal Holidays as double time eligible.

**MEASUREMENT:** Shall be measured by the actual hours worked at the fixed cost per hour.

#### 4. TRACK LABORER (Items 8,9, 10)

**EXPECTATION:** Contractor shall have employed responsible track labor personnel that are responsible for constructing and maintaining railroad tracks, switches, and roadbeds following the instructions of a foreman. Essential functions may include, but are not limited to: installing or replacing cross ties, rails, switches, ballast, driving spikes, tightening bolts, digging ditches, replacing equipment which has derailed, operate a variety of vehicles, tools and perform other related incidental work. Track laborers must safely be able to frequently lift tools and materials and perform strenuous labor in all weather conditions.

**TRACK LABORER OVERTIME:** Overtime will be considered time worked for Tacoma Rail that is more than eight paid hours per day, per employee.

**TRACK LABORER DOUBLE TIME:** Tacoma Rail will only consider Sundays and Federal Holidays as double time eligible.

**MEASUREMENT:** Shall be measured by the actual hours worked at the fixed cost per hour.

TR14-0419F Page 13 of 99

#### 5. BALLAST REGULATOR (Item 11)

**EXPECTATION:** Ballast regulators intended for use on Tacoma Rail tracks, shall be operationally sound, and in full compliance with all applicable state and FRA 49 CFR Part 214 regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour

#### 6. BACKHOE (Item 12)

**EXPECTATION:** Backhoe shall be size appropriate for all jobs, shall be safe, operable, and comply with all State and Federal regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 7. FORKLIFT (Item 13)

**EXPECTATION:** Forklift shall be size appropriate for all jobs, safe, operable and comply with all State and Federal regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 8. PICKUP TRUCK (Item 14)

**EXPECTATION:** Pickup truck for crew transportation shall be safe, operationally sound and comply with all applicable State regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 9. TAMPER/SWITCH TAMPER (Item 15)

**EXPECTATION:** Tampers intended for use on Tacoma Rail tracks shall be safe, operationally sound and fully comply with all applicable state and FRA 49CFR Part 214 regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 10. MISCELLANEOUS TRACK HAND TOOLS (Item 16)

**EXPECTATION:** Tools used by track workers that are hydraulically, pneumatically, or gas/diesel powered, such as saws, hand tampers, wrenches, jacks, jack hammers, or manually operated tools such as shovels, wrenches, pry-bars, spike mauls, sledge hammers, etc., shall be safe and in good repair. Such tools and the like will be provided by the contractor to the contractor's own employees as necessary to effectively and efficiently complete any and all assigned tasks.

TR14-0419F Page 14 of 99

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 11. TRUCK RENTAL, INCLUDING FLAT BED TRAILER (Item 17)

**EXPECTATION:** Rental truck intended for use on Tacoma Rail tracks shall be safe, operationally sound and fully comply with all applicable state and FRA 49CFR Part 214 regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 12. TRUCK DRIVER (Items 18, 19)

**EXPECTATION:** An employee that is used to transport off road equipment to and from a job site that possesses a valid CDL driver's license issued by a state government.

**TRUCK DRIVER, OVERTIME:** Overtime will be considered time worked for Tacoma Rail that is more than eight paid hours per day, per employee.

**MEASUREMENT:** Shall be measured by the actual hours travelled to and from a Tacoma Rail job site at the fixed cost per hour.

#### 13. <u>IT 28 LOADER (Item 20)</u>

**EXPECTATION:** Loader shall be size appropriate for all jobs, shall be safe, operable, and comply with all State and Federal regulations.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 14. AIR COMPRESSOR (Item 21)

**EXPECTATION:** Any compressor used shall produce sufficient air pressure to run all pneumatic equipment required for the specific job.

**MEASUREMENT:** Shall be measured by the actual hours used at the fixed cost per hour.

#### 15. MISCELLANEOUS TRACK MATERIALS (Item 22)

**EXPECTATION:** Miscellaneous track materials that the contractor may need to purchase. All items must be listed on the receipt from the vendor and a copy of the invoice attached to the billing from the contractor to Tacoma Rail. To be considered for payment, Tacoma Rail must approve all materials prior to purchase.

**MEASUREMENT:** Percentage mark-up bid on proposal sheet to be added to each vendor's invoice for materials purchased.

TR14-0419F Page 15 of 99

#### 16. MISCELLANEOUS TRACK EQUIPMENT (Item 23)

**EXPECTATION:** Miscellaneous track equipment is specialized equipment that the contractor may need to rent. Each rental item must be listed on the receipt from the rental agency and a copy of the invoice attached to the billing from the contractor to Tacoma Rail. To be considered for payment, Tacoma Rail must approve all rented items prior to rental.

**MEASUREMENT:** Percentage mark-up bid on proposal sheet to be added to each rental agency's invoice for rental items.

## 17. <u>SPILL PREVENTION, CONTROL AND COUNTERMEASURES (SPCC) PLAN (Item 24)</u>

**EXPECTATION:** The Spill Prevention, Control, and Countermeasure (SPCC) rule includes requirements for oil spill prevention, preparedness, and response to prevent oil discharges.

**MEASUREMENT:** Lump sum amount bid on proposal page will be a one- time payment from Tacoma Rail as reimbursement to the contractor to cover all costs associated with the Spill Prevention, Control and Countermeasures (SPCC) Plan for the entire length of the contract.

\*Information on the SPCC can be found in the WSDOT Standard Specification Book section 1-07.15(1).

#### **2.05** BID BOND

- A. The attached Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by representatives of the surety company unless the bid is accompanied by a certified check or cashier's check.
- B. If a Bid Bond is used, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal." Bid Bonds will not be returned.
- C. If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.

#### 2.06 PREVAILING WAGES / BENEFIT CODE KEY

A. Washington prevailing wage rates for Pierce, Thurston, and Lewis Counties apply to this project per WAC 296-127 and RCW 39.12. Based on the submittal deadline for this RFB, the effective date for prevailing wages for this project is August 31, 2014. (Appendix C)

TR14-0419F Page 16 of 99

- B. 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 doing business with the City, including owner/operators.
- C. The following links may be used to access the Department of Labor and Industries wage rates and Benefit Code Key:
  - JOURNEY LEVEL https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx
  - APPRENTICES https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx
  - A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35<sup>th</sup> Street, Tacoma, WA. Upon request, the City will mail or email hard copy of the applicable prevailing wages for this project.
- D. A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract. Affidavits of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments cannot be released by the City until certification of these filing are received.
- E. Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at <a href="http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp</a>.

#### 2.07 SURETY / PERFORMANCE BOND

A performance bond, including power of attorney, for this project is required in the amount of 25 percent of each contract year, excluding sales tax.

- A. The City's performance bond form must be used (Appendix B).
- B. The performance bond must be executed by a surety company licensed to do business in the state of Washington.
- C. The cost of a performance bond must be included in submittal prices. Bonds will not be paid as a separate line item.
- D. The initial three-year term of this contract shall be divided into three separate one-year phases. The total contract value shall be pro-rated according to one-year phases. Prior to start of work, the contractor shall furnish a performance bond for 25 percent of the value of the first year of the contract. On or before the start of the second year, the Contractor will be required to execute a contract amendment and shall furnish a performance bond securing 25 percent of the value assigned to the second year phase of the contract. On or before the start of the third year, the Contractor will be required to execute a contract amendment and shall furnish a performance bond securing 25

TR14-0419F Page 17 of 99

percent of the value assigned to the third year phase of the contract. Said performance bond shall be for the purpose of ensuring the Contractor's full and faithful performance of its obligations under this Contract during each annual phase and payment of all labor, material suppliers, labor benefits, and related taxes.

E. Per Section 1.06 of this document, two one-year contract extensions may be considered upon mutual agreement of both parties. In the event that the Contract is extended, the contractor will be required to execute a contract amendment and shall furnish a performance bond securing 25 percent of the value assigned to each year extended.

#### 2.08 RETAINAGE

The city shall withhold retainage in accordance with 60.28 RCW.

#### 2.09 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. The City's bond form must be used and is submitted with the contract forms. (See Appendix B.)

#### 2.10 INSURANCE

City of Tacoma standard insurance requirements apply. (See Appendix B.)

#### 2.11 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

This project involves one category of work. No reasonable opportunity for subcontracting exists. See Appendix B for SBE program information.

#### 2.12 LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP goals have been established at **763 hours** for this contract.

TR14-0419F Page 18 of 99

#### SECTION 3 - REQUIRED CONTENT, FORMAT, EVALUATION, AWARD

#### 3.01 CONTENT TO BE SUBMITTED

Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

#### A. Required Forms

- 1. Signature Page
- 2. Bid Bond
- 3. Price Proposal Form
- 4. Prime Contractor's Pre-Work Form
- 5. Record of Prior contracts

\*Do not alter these forms in any way or substitute letterhead paper for them. Do not present cover letters, title pages, or blank pages ahead of these forms. The Signature Page, Bid Bond, and Prime Contractor's Pre-Work Form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.

#### 3.02 CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked. 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 – Solicitation 1.17.

#### 3.03 SUBMITTAL PACKAGE REQUIREMENTS

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 Bids page or subsequent addenda.

#### 3.04 EVALUATION CRITERIA

Respondents are to provide unit or lump sum pricing for each line item, which will be summed for a subtotal price. Subtotals will be compared amongst each Respondent, including any offered payment discount terms of 20 days or more.

The City may also take into consideration other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

TR14-0419F Page 19 of 99

#### 3.05 **AWARD**

The City reserves the right to award the contract to the responsible bidder or bidders with the lowest responsive bid whose submittal is the most advantageous to the City, price and other factors considered.

#### 3.06 ADDITIONAL CONTRACTS / INTERLOCAL PURCHASES

The initial award will be for Tacoma Rail; however, other City locations/departments may be added to this Contract or develop their own separate contract from these Specifications during the contract term.

Other agencies or entities may enter into a separate contract based on these Specifications per RCW 39.34.

#### 3.07 PAYMENT METHOD - CREDIT CARD ACCEPTANCE - EFT/ACH ACCEPTANCE

Payment methods include:

- A. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
  - 1. Vendors must be PCI–DSS compliant (secure credit card data management).
  - 2. 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.
- B. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- C. Check or other cash equivalent.
- D. The City may consider cash discounts when evaluating submittals. See 1.06 B. of the Standard Terms and Conditions Section 1 Solicitation.

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 pay increased prices or additional fees when the procurement card is used.** 

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

TR14-0419F Page 20 of 99

#### SECTION 4 - PROJECT REQUIREMENTS / SPECIAL PROVISIONS

#### 4.01 REVISIONS TO RFB – ADDENDA

In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered planholders and posted on the Purchasing website at <a href="www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>: Navigate to Current Contracting Opportunities / Services, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

Answers in response to RFB inquiries (see Section 1.03 above) are not typically provided as an addendum.

#### 4.02 DELIVERY OF PRODUCTS AND SERVICES – IDLING PROHIBITED

The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power another device, and when a running engine is required for proper warm-up and cool-down of the engine.

#### 4.03 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 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. To view the above City policies go to Section XXIV.A of the <a href="Purchasing Policy Manual">Purchasing Policy Manual</a>.

#### 4.04 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:

Pollutant releases

TR14-0419F Page 21 of 99

- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Energy consumption
- Depletion of natural resources
- 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.

#### 4.05 COSTS TO PREPARE SUBMITTAL

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

#### 4.06 SUBMITTAL CLARIFICATION

Respondents may be asked to clarify their submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Respondent must 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.

In order to verify that the Respondent has adequately incorporated all elements of the work and the requirements of the Contract documents in its proposal prices, the Respondent shall, upon request of the City, promptly make available for the City's review a complete itemization and breakdown of its total proposal amount, a description of the Respondent's understanding of the work, and a proposed schedule. Prior to award, upon request of the City, the Respondent and proposed subcontractors and suppliers shall attend a submittal evaluation meeting with the City and shall bring to the meeting any documents requested by the City to assist the City in evaluating the submittal and the Respondent's understanding of the Project. In the event the Respondent refuses to provide the requested information or attend this meeting, the City may reject the submittal as non-responsive.

#### 4.07 CONTRACT OBLIGATION / ACCEPTANCE OF SUBMITTAL CONTENTS

The bid submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

#### 4.08 ADDITIONAL PRODUCTS AND SERVICES

Any related additional services or products of benefit to the City not specifically required in this RFB, but which the Contractor offers to provide, may be outlined on a separate page and included with the submittal.

TR14-0419F Page 22 of 99

#### 4.09 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. (by written addendum to the contract.) New items not meeting these criteria will not be added to the contract. Contractor profit margins are not to increase as a result of contract additions.

Any new products or services accepted by the City may be added to this contract and/or substituted for discontinued products or services. New products and services shall meet or exceed all specifications of original award.

#### 4.10 ACCEPTANCE / REJECTION OF SUBMITTALS

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To award by line item or group of line items
- To not award one or more items
- To not award a contract
- To issue subsequent bids

#### 4.11 RESERVED RIGHTS

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

- A. To supplement, amend, or otherwise modify or cancel this RFB 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 award a contract or contracts resulting from this solicitation to the responsible Respondent whose submittal conforming to this solicitation will be most advantageous to the City.
- E. 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 submittals or cancel this solicitation.
- F. 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.

TR14-0419F Page 23 of 99

#### **APPENDIX A**

**Signature Page** 

**Bid Bond** 

**Price Proposal Form** 

**Prime Contractor's Pre-Work Form** 

**Record of Prior Contracts** 

TR14-0419F Page 24 of 99

#### **SIGNATURE PAGE**

#### TACOMA PUBLIC UTILITIES / TACOMA RAIL

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

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

### REQUEST FOR BIDS SPECIFICATION NO. TR14-0419F TMBL TIDELAND AND CAPITAL DIVISION TRACK MAINTENANCE

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

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

#### **Non-Collusion Declaration**

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

Bidder/Proposer's Registered Name		Signature of Persinto Contracts for			Date
Address		Printed Name and	d Title		
City, State, Zip		(Area Code) Tele	phone Numbe	er / Fax Numb	er
E-Mail Address  E.I.No. / Federal Social Security Number Used on Quarterly		State Business Li in WA, also known as		· <del>-</del>	Number
Federal Tax Return, U.S. Treasury Dept. Form 941		State Contractor's (See Ch. 18.27, F		nber	
ddendum acknowledgement #1	#2_	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 11/19/11

Herewith find deposit in the form of a cashier's check in	the amount of \$	which
amount is not less than 5-percent of the total bid.		
SIGN	HERE	
BID B	OND	
KNOW ALL MEN BY THESE PRESENTS:		
That we,		, as Principal, and
and firmly bound unto the City of Tacoma, as Obligee, ir		
	•	
and the Surety bind themselves, their heirs, executors, a		-
severally, by these presents.	ŕ	<b>3</b> , , ,
The condition of this obligation is such that if the Obligee	shall make any award to the	Principal for
according to the terms of the proposal or bid made by the	ne Principal therefor, and the	Principal shall duly make
and enter into a contract with the Obligee in accordance		
shall give bond for faithful performance thereof, with \$		
Principal shall, in case of failure to do so, pay and for	•	
		•
specified in the call for bids, then this obligation shall be		
force and effect and the Surety shall forthwith pay a	and forfeit to the Obligee, a	is penalty and liquidated
damages, the amount of this bond.		
CIONED OF A ED AND DATED THE	DAYOF	00
SIGNED, SEALED AND DATED THIS	DAY OF	, 20
PRINCIPAL:	SURETY:	
		<del></del>
	-	
Received return of deposit in the sum of \$		
-1 <del> </del>		

TR14-0419E Form No. SPEC-090A Revised: 08/2004 Page 26 of 99

## CITY OF TACOMA \*PRICE PROPOSAL FORM\* Request for Bids TR14-0419F TMBL Tideland & Capital Division Track Maintenance

**Bidder shall submit one original bid and two copies**. If Bidder wishes to submit alternate bids, copy the appropriate bid pages and submit alternate bids.

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

Enter the price figure for each item.

Item No.	Description	Estimated Qty	Unit Price	Extended Price
1	Storm Water Pollution Prevention Plan, at per lump sum	Lump Sum	Lump Sum	
2	Foreman, at per hour	1200		
3	Foreman, Overtime, at per hour	75		
4	Foreman, Double Time, at per hour	20		
5	Power Equipment Operator, at per hour	1800		
6	Power Equip. Operator, Overtime, at per hour	75		
7	Power Equip. Operator, Double Time, at per hour	20		
8	Track Labor, at per hour	1800		
9	Track Labor, Overtime, at per hour	75		
10	Track Labor, Double Time, at per hour	20		
11	Ballast Regulator Vehicle, at per hour	150		
12	Backhoe, at per hour	400		
13	Forklift, at per hour	20		
14	Pickup Truck, at per hour	1800		
15	Tamper/Switch Tamper, at per hour	300		
16	Miscellaneous Track Tools, at per hour	1000		

TR14-0419F Page 27 of 99

Bidder Name	

17	Truck Rental inc. Flat Bed Ti	railer, at per hour	100		
18	Truck Driver, at per hour		20		
19	Truck Driver, Overtime, at pe	er hour	20		
20	IT 28 Loader		700		
21	Air Compressor, at per hour		150		
22	Miscellaneous Track Materia percentage	als, at cost plus	Cost +	_ %	150,000.00
23	Miscellaneous Track Equipm percentage	nent, at cost plus	Cost +	_ %	50,000.00
24	Spill Prevention, Control and (SPCC) Plan, at per lump su		Lump Sum	Lump Sum	
				Subtotal	
			S	ales Tax 9.5%	\$
			G	RAND TOTAL	\$
	: The unit price and extend shall be determined by mul				tended
Paym	npt Payment Discount nent discount periods of 20 onsive bid.			dered in determin	ning lowest
	olume discount is offered, sponding percentage:	provide the quanti	ties at which the p	orice break will be	e given and the
	Quantity	Discount	%		
	Quantity	Discount	%		

TR14-0419F Page 28 of 99

Quantity \_\_\_\_\_\_ Discount \_\_\_\_\_\_%

Bidder N	lame
Does vo	our firm accept payment by Visa credit card?YN
NOTE:	The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.
from Tac	s statement of response time. Provide your proposed response time following call out coma Rail. Indicate whether proposed response times equal or exceed requirements in Section 1.14. B. Provide additional pages if needed.
	s statement of warranty terms. Provide details of warranty coverage, including provided by manufacturer or Bidder. Provide additional pages if needed.
that exce	hether Exception "IS" or "IS NOT" Taken to This Specification*. A statement here eption "IS NOT" taken will create a conclusive presumption that you accept and will with all Specification requirements. Provide additional pages if needed.
*NOTE:	The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation will be rejected as non-responsive. If you state exception "IS NOT" taken to this Specification, but include statements or attach materials deviating from the standards established by this Specification, it is agreed that you will perform according to the highest standard indicated in this Specification.

TR14-0419F Page 29 of 99



City of Tacoma Community and Economic Development Office of Small Business Enterprise 747 Market Street, Room 900 Tacoma, WA 98402 253-591-5224

#### PRIME CONTRACTOR'S PRE-WORK FORM

								Te	elephone			
ldress/City/State/Zip Code												
JOB CATEGORIES SPECIFY		TAL OYEES	MIN	TAL ORITY OYEES	BLA	<b>CK</b>	AS	IAN		RICAN DIAN	HISP	ANIC
	M	F	M	F	M	F	M	F	M	F	M	I
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
												<u> </u>
Apprentices												
Frainees												
Trainees TOTALS												
TOTALS ONTRACTOR'S PROJE	CCTED V	VORK F	ORCE -	THIS P	ROJECT							
TOTALS ONTRACTOR'S PROJE Superintendent	CCTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman	ECTED V	VORK F	ORCE -	THIS P	ROJECT							
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	CCTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	ECTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	ECTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	CCTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	CCTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	ECTED V	VORK F	ORCE -	THIS P	ROJECT	,						
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators	ECTED V	VORK F	ORCE -	THIS P	ROJECT							
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators Laborers	ECTED V	VORK F	ORCE -	THIS P	ROJECT							
ONTRACTOR'S PROJE Superintendent Foreman Operators Laborers Apprentice	ECTED V	VORK F	ORCE -	THIS P	ROJECT							
TOTALS ONTRACTOR'S PROJE Superintendent Foreman Operators Laborers	ECTED V	VORK F	ORCE -	THIS P	ROJECT							

TR14-0419F Page 30 of 99

## INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

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

- 1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
- 2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
- 3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
- 4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
- 5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
- 6. "Totals" this line should reflect the total of all lines in each of the above columns.
- 7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
- 8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
- 9. If you need assistance or have any questions regarding the completion of this form, please call the City of Tacoma Office of Small Business Enterprise at 253.591-5224.

TR14-0419F Page 31 of 99

#### **RECORD OF PRIOR CONTRACTS**

idder Name							
	tion No			Contact Person	Amount of		
Date	Date	Contract With	Type of Work	and Phone #	Contract		
marks:							

Form<sup>T</sup>R1.4SP418F<sub>160A</sub> PR8Fised f199<sub>2012</sub>

#### **APPENDIX B**

Sample Contract

Sample Performance Bond

Standard Certificate of Insurance and Endorsement Requirements

Sample General Release to the City of Tacoma

Sample Bond in-lieu-of Retainage

TR14-0419F Page 33 of 99

(	CON	TRA	CT

Resolution No. Contract No.

hereina	GREEMENT made and entered into in triplicate by an after called the "City", and ter vendor name	herein after called the "Contractor."			
WI	TNESSETH:				
	consideration of the terms and conditions contained has be ties hereto covenant and agree as follows:	nerein and attached and made a part of this Agreement,			
I.	The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.				
	Specification No. enter spec number				
	Project: enter spec name				
	Contract Total: \$ , Select applicable tax int	formation			
	that may be required for the transfer of materials and	of all equipment, work and labor of any sort whatsoever for constructing and completing the work provided for in as are mentioned in the Specifications to be furnished by			
II.	forth in the Specifications, including the Industrial Ins	greement agrees, that the Indemnification provisions set urance immunity waiver (if applicable), are totally and fully competitive bidding laws, have been mutually negotiated			
III.		executors, administrators, successors, and assigns, does ants herein contained upon the part of the Contractor.			
IV.	It is further provided that no liability shall attach to the as expressly provided herein.	e City by reason of entering into this Agreement, except			
V.	The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.				
IN WIT	NESS WHEREOF, the Parties hereto have caused the	is Agreement to be executed, with an effective date for			
	g purposes of Enter date day of Enter month, 20year. DF TACOMA:	PRINCIPAL: Enter vendor name			
Ву:	Ву:				
D	Title of dept or div staff w/auth to sign for this \$ amt	Signature			
By:	Select one (for contract totals over \$50K or NA)	Printed Name			
By:	Coloct one (lot contract totals over poor of twy	Timed Name			
	Director of Finance	Title			
APPRO	OVED AS TO FORM:				
Dv.					

Form No. SPEC-120A TR14-0419F

City Attorney

Revised: 03/28/2014 Page 34 of 99



## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,				
as principal, and				
a corporation organized and existing under the laws of	the State of			
contractors with municipal corporations, as surety, are	f the State of Washington to become surety upon bonds of jointly and severally held and firmly bound to the CITY OF, for the payment of			
which sum on demand we bind ourselves and our success the case may be.	cessors, heirs, administrators or personal representatives,			
This obligation is entered into in pursuance of the City of Tacoma.	statutes of the State of Washington, the Ordinances of the			
Dated at Tacoma, Washington, this	day of			
Nevertheless, the conditions of the above obligation	on are such that:			
WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a certain contract, providing for				
Specification No.				
Specification Title:				
Contract No.				
(which contract is referred to herein and is made a par	t hereof as though attached hereto), and			
WHEREAS, the said principal has accepted, or is the work therein provided for in the manner and within	about to accept, the said contract, and undertake to perform the time set forth;			
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract after its acceptance thereof by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.				
Approved as to form:	Principal:			
City Attorney	By:			
	Surety:			
	By:			
	Agent's Name:			
	Agent's Address:			

TR14-0419F Form No. SPEC-100A Page 35 of 99 Revised: 09/11/2014



#### City of Tacoma - Finance Department

RETURN CERTIFICATE TO:
Purchasing Division
P.O. Box 11007
Tacoma, WA 98411-0007
253-502-8468 / FAX 253-502-8372

#### INSURANCE CERTIFICATE REQUIREMENTS

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

<u>CONTRACT AMOUNT</u> <u>LIABILITY LIMITS</u>

\$ 25,000 and Under \$ 500,000 Combined Single Limit

\$500,000 and Under \$1,000,000 Per Occurrence / \$2,000,000 Aggregate

Over \$500,000 \$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
  - 1. Comprehensive General Liability
  - 2. Automobile Liability Hired and Non-Owned
  - 3. Contractual Coverage
  - 4. Broad Form Property Damage
  - 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
  - 6. Any additional coverage specifically required by the City's specification
- B. The following general requirements apply:
  - 1. Insurance carrier must be authorized to do business in the State of Washington.
  - 2. Coverage must include personal injury, protective and employer liability.
  - 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
  - 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
  - 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance:
  - 1. "The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 2. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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



City of Tacoma Contract No.: Specification No.:	_
General Release to the City of Tacoma	
The undersigned, named as the Contractor in a certain agreement between	1
contractor name and the City of Tacoma, dated, 20, herel	by
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



## **BOND IN LIEU OF RETAINAGE**

	Bond No
KNOW ALL MEN BY THESE PRESENTS:	
firmly bound unto the City of Tacoma, a political subdivision held and bound unto the beneficiaries of the trust fund creations.	te of Washington, as SURETY, are by these presents held and on of the State of Washington ("OBLIGEE"), and are similarly eated by Chapter 60.28, RCW, in the sum of
plus five percent (5%) of any increase in the contract amo	) lawful money of the United States of America bunt that may occur due to change order or other increases in f which sum, well and truly to be made, we bind ourselves, our jointly and severally hereunder.
WHEREAS, the Principal and the Obligee have entered in	nto and executed a certain contract for:  (Contract No.
dated, <u>20</u> ; and	(Contract No),
WHEREAS, said Contract requires the City of Tacoma to the sum of five percent (5%) from monies earned by said thereunder, hereinafter referred to as earned retained fun	
WHEREAS, the Principal has requested that the City of T accept this Bond in lieu thereof as allowed under the prov	acoma not withhold any such future earned retained funds and isions of Chapter 60.28, RCW.
indemnify and save the Obligee harmless from and again	purposes set forth in Chapter 60.28, RCW, and shall further st all losses, damages, claims, suits, demands, causes, ect or in any way made liable by reason of or in consequence ving first reserved, withheld, or retained earned funds
PROVIDED, HOWEVER, it is expressly understood and a	agreed that:
<ul> <li>event more than two (2) years from the date final person.</li> <li>The Surety hereby consents to and waives notice of assignment of obligations under the Contract, or Constitution.</li> <li>Until written release of this obligation by the Oblige Principal or Surety for any reason; and</li> <li>The laws of the State of Washington shall govern the hereunder and Venue for any dispute or claim here</li> </ul>	of any extension in the time for performance of the Contract, contract alteration, termination, amendment or change order; e, this Bond may not be terminated or cancelled by the the determination of the rights and obligations of the parties and shall be in Pierce County, Washington. Contract shall serve as a release of the obligations of the Surety
Signed and Sealed this day of	, <u>20</u>
PRINCIPAL:	SURETY:
Ву:	By:
Title:	Title:
	Address for Service:
Approved:	Approved as to Form and Legality:
Finance Director	Deputy/Assistant City Attorney

TR14-0419F Page 38 of 99
Form No. SPEC-110A – Bond in Lieu of Retainage Revised: 8/27/2010

## **APPENDIX C**

**General Provisions** 

**Prevailing Wages** 

Benefit Code Key

SBE Goal Utilization Form

Small Business Enterprise (SBE) Program

TR14-0419F Page 39 of 99

## **GENERAL PROVISIONS**

(Revised September 2014)

## **SECTION I - BIDDING REQUIREMENTS**

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

## 1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

#### A. Respondent's Proposal

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

#### **B.** Alterations of Proposals Not Allowed

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

## C. Filling Out City Proposal Sheets

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

#### 1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

## 1.03 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

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

## A. Public Work or Improvement Type Projects and Contracts:

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

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

- ➤ SBE Utilization Form for contracts of \$25,000 or more per TMC Chapter 1.07
- Prime Contractor's Pre-Work Form for contracts per RCW 35.22.650

## B. Purchase of Goods and/or Services Contracts:

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

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

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

## Personnel Inventory Form

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

#### 1.04 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

## 1.05 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

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

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

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

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

## 1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

## 1.07 BID IS NONCOLLUSIVE

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

#### 1.08 EVALUATION OF BID

#### A. Price, Experience, Delivery Time and Responsibility

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

#### **B. Prequalified Electrical Contractor**

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

## C. Insertions of Material Conflicting with Specifications

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

#### D. Correction of Ambiguities and Obvious Errors

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

## 1.09 WITHDRAWAL OF BID

#### A. Prior to Bid Opening

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

#### B. After Bid Opening

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

## 1.10 OPENING OF BIDS

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

#### 1.11 PUBLIC UTILITY BOARD FINAL DETERMINATION

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

#### 1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

## **1.13 TAXES**

## A. Include In Proposal All Taxes

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

#### **B. Federal Excise Tax**

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

## C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

#### 1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

#### 1.15 **AWARD**

#### A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

## **B.** Supply/Equipment Contracts

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

#### 1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

## 1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

## 1.18 PAYMENT TERMS

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

#### 1.19 COOPERATIVE PURCHASING

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

## 1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

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

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall <u>also</u> submit an index with its submittal identifying the affected page number(s) <u>and</u> location(s) of all such identified material. **Failure to provide** an index identifying the location of the material in the submittal that Respondent considers to be

protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.

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

## **SECTION II - CONTRACT REQUIREMENTS**

#### 2.01 CONTRACTOR'S RESPONSIBILITY

#### A. Contract Documents

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

#### **B. Surety Bond**

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

#### C. Independent Contractor

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

## 2.02 CONFLICTS IN SPECIFICATIONS

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

- (a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- (b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- (c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

#### 2.03 INSPECTION

#### A. Of the Work

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

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

#### **B.** Inspector's Authority

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

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

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

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

## 2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

## 2.05 INDEMNIFICATION

## A. Indemnification

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

## B. Limitation of Liability for Primarily Supply-Type Contracts

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

## 2.06 ASSIGNMENT AND SUBLETTING OF CONTRACT

#### A. Assignment

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

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

## **B.** Subletting

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

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

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

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

## 2.07 DELAY

#### A. Extension of Time

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

## B. Unavoidable Delay

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

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

## 2.08 GUARANTEE

## A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with

the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

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

## **B.** Guarantee for Supply Contracts

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

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

## C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

## 2.09 DEDUCTIONS FOR UNCORRECTED WORK

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

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

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said I 0 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 I

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

3rd Monday in February
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.

<sup>\*\*</sup> Balance of Page Intentionally Left Blank \*\*

[Pages 11 through 16 are for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

## **GENERAL PROVISIONS**

#### **SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS**

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

#### 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(I), 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 prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

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

## 3.10 CHANGES

## A. In Plans or Quantities

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

## B. Extra Work

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

## C. Extra Work - No Agreed Price

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

- (1) Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

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

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

#### D. Claims for Extra Work

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

#### 3.11 CLEANING UP

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

#### 3.12 PROGRESS PAYMENT

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

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

#### 3.13 FINAL PAYMENT

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

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;
- B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;
- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;
- E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.
- F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

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

#### 3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

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

## PREVAILING WAGES

State of Washington prevailing wage rates apply to this project. The following links may be used to access the Department of Labor and Industries wage rates and Benefit Code Key.

## **PREVAILING WAGES RATES**

Effective August 31, 2014

## **JOURNEY LEVEL**

See Department of Labor and Industries URL link <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>

#### **APPRENTICES**

See Department of Labor and Industries URL link <a href="https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx">https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx</a>

Based on the submittal deadline for this RFP, the effective date for prevailing wages for this project is August 31, 2014. A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35<sup>th</sup> Street, Tacoma, WA. Upon request, the City will mail or email hard copy of the applicable prevailing wages for this project.

Please contact the Washington Department of Labor and Industries with specific questions regarding prevailing wages.

TR14-0419F Page 58 of 99

\*

## **Overtime Codes**

**Overtime calculations** are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- 1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

1

TR14-0419F Page 59 of 99

- 1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
  - P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
  - S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
  - W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
  - Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
  - Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

2

TR14-0419F Page 60 of 99

- 2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
- 3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

TR14-0419F Page 61 of 99

- 3. C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
  - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
  - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- 4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
  - B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

## **Holiday Codes**

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

4

TR14-0419F Page 62 of 99

- 5. D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
  - I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
  - K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
  - L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).
  - N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
  - Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
  - R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
  - S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
  - T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

## **Holiday Codes Continued**

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
  - E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
  - G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).

TR14-0419F Page 63 of 99

- 6. H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
  - I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
  - T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
  - Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

## **Holiday Codes Continued**

- 7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

6

TR14-0419F Page 64 of 99

- 7. I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day 10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
  - N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
  - P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
  - Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
  - R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
  - T. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

TR14-0419F Page 65 of 99

## **Note Codes**

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet

Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet

Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet

Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:

Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet

Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet

Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet

Over 200' -Divers May Name Their Own Price

- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

8

TR14-0419F Page 66 of 99

# SBE GOAL UTILIZATION FORM

## SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

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

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

## **IMPORTANT NOTE:**

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

**SBE GOAL:** This project involves one category of work, on-call track maintenance: no reasonable opportunity for subcontracting exists.

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

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

CCD/SBE/Single Trade: TR14-0419F - TMBL Tideland and Capital Division Track Maintenance

Date of Record: 07/24/14

TR14-0419F Page 67 of 99

## 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. "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.
- B. "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.
- C. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- D. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- E. "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.

- F. "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.
- G. "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.
- H. "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.
- I. "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.
- J. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.
- K. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.
- L. "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.
- M. "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.
- N. "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.
- O. "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.
- P. "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.
- Q. "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.
- R. "SBE Regulations" means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services, and Public Works.
- S. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.
- T. "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.
- U. "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.
- (Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

## 1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

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

## 1.07.040 Program administration.

A. The Community and Economic Development Director, or 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.050 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 \$375,000, 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 \$8,000,000 for public works companies and not more than \$4,000,000 for non-public works and improvements companies;
- 3. The owner(s) of the company executes an affidavit 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 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 Declaration of SBE Status Affidavit form;
- 3. Tax returns for the business for six (6) years prior to the date of application for SBE certification, or from the date of inception of the business if the business has been in existence less than six (6) years;
- 4. List of equipment and vehicles used by the SBE;
- 5. Description of company structure and owners;
- 6. 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.

(Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

## 1.07.060 Program requirements.

A. 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:

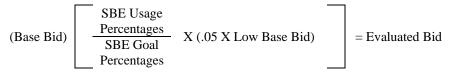
- 1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
- 2. Not Practicable: Compliance 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.070 Evaluation of submittals.

- A. All submittals for a supplies, services, or public works and improvements 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:



- 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.080 Contract compliance.

A. The contractor awarded a contract based on 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.100** Enforcement.

The Director, or 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.120** Unlawful acts.

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

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

#### 1.07.130 Severability.

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

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

#### 1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2014, 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, 2014, 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.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)



# PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A										
Contractor:						Date:				
<b>Specification Number:</b>		Contract/W	ork Order Numbe	r(s):	LEAP Utilization Goal:					
<b>Project Description:</b>					Cont	ract Dollar Amour	nt:			
PART B PLA	NNED LEAP HOUR	RS*								
Trade or Craft	City of Tacoma Resident	Pierce County Apprentice, Youth, and/or Veteran	City of Tacoma Apprentice, Youth, and/or Veteran	Tacom Commur Empoweri Zone Resi	nity ment	For Hydro Projects Hydro Project Area Resident (see *Counties)	For Watershed Projects Seattle Renewal Community/CEZ Resident and/or King County Appr.			
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.			
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Da		
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.			
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.			
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	-		
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Rejected		
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.			
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.	Da		
	hrs.	hrs.	hrs.		hrs.	hrs.	hrs.			
Totals										
						TOTAL hrs.				
Part C Provide a description of how	the Contractor plan	as to ensure that th	e LEAP Utilization G	oals on the p	project v	will be met. (Use addition	onal sheets if necessary)			

NOTE: Hydro Project Area Residents, King County Apprentices and Seattle RC/CEZ residents qualify on projects in those respective areas if advertised after 07-10-09. NOTE: Tacoma Youth and Veterans and Pierce County Youth and Veterans qualify on projects advertised after 05-17-13.

# Part A

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

# Part B

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

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

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

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

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

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

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

# Part C

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

#### CITY OF TACOMA

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

#### I. PURPOSE

- A. Objective. The Local Employment and Apprenticeship Training Program has been adopted to counteract economic and social ills which accompany high rates of unemployment within the City of Tacoma ("City"). The City Council established this Local Employment and Apprenticeship Training Program ("LEAP") for Public Works Contracts pursuant to Resolution No. 33649, adopted March 18, 1997. The primary goal of this Program is to provide an opportunity for City of Tacoma and Community Empowerment Zone residents to enter Apprenticeship Programs, acquire skills, and perform work that will provide living wages. The purpose of these rules is to establish policies governing the implementation of the LEAP Program.
- **B.** Authority. These Regulations are adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.90, as amended, which authorizes the adoption of Rules and Regulations to implement the City of Tacoma's Local Employment and Apprenticeship Training Program.
- **C. Conflict.** In the event of a conflict between these Regulations and TMC Chapter 1.90, as amended, then said chapter shall control.

#### II. DEFINITIONS

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

- **A.** "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- **B.** "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

- **C.** "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- **D.** "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000 shall not be included in this definition.
- **E.** "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City of Tacoma to construct a Public Work or Improvement.
- **F.** "Director" shall mean the Director of Community and Economic Development or the Director's Designee.
- **G.** "Electrical Utility" shall mean the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division.
- **H.** "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- I. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.
- J. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.
- K. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act 40 U.S.C. 276 (a). L. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described herein.

- M. "Pierce County Apprentice" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Resident of Tacoma, who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- N. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.
- O. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.
- **P.** "Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Tacoma and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment. (See Figure 1)
- Q. "Resident of the Tacoma Power Hydro Project Areas" shall mean any person who continues to occupy a dwelling within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, as defined herein, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties, has a present intent to continue residency within the boundaries of the Tacoma Power Hydro Project Areas, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- R. "Resident of Community Empowerment Zone" (CEZ resident) shall mean any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature; provided, however, that an individual initially certified as a CEZ resident and is no longer a CEZ resident, shall retain such certification status for a period of up to 2 years or 1000 Labor Hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any Civil Project, Building Project, or Service Contract covered by this chapter for said certification period. For example, if an individual initially certified as a CEZ resident on January 1 of calendar year 1 on project A works 900 hours in that calendar year on project A, and is thereafter hired to work 700 hours in year 2 on project B, the individual will retain his or her CEZ status for all hours worked on project B; provided, if the individual commences work on project C after he or she has worked 100 or more hours on project B in year 2, the Contractor for project C

will not be eligible to count the hours worked by said individual as hours worked by a CEZ resident.

- **S.** "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- **U.** "Seattle's (City of) Duwamish and White Center Community Empowerment Zone" (CEZ) shall mean that portion of those census tracts which are situated within the City of Seattle and designated by the State of Washington as entitled to receive tax incentives because of the high levels of poverty and unemployment. (See Figure 2)
- V. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility. (See Figure 3)
- **W.** "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility. (See Figure 4)
- X. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- Y. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- **Z**. "Tacoma Apprentice" shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature, and who is enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- **AA.** "Tacoma Power Hydro Project Areas" shall mean those areas within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties.

- **BB**. "Tacoma Water's Green River Headworks and Watershed Area" shall mean that area in King County that is served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a public work or improvement to be performed primarily for the water utility." (See Figure 5)
- AAA. "Tacoma Youth Resident" shall mean any person, not defined as a Resident of the Community Empowerment Zone, between the ages of 18-24 who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- BBB. "Pierce County Youth" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth between the ages of 18-24 who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- CCC. "Tacoma Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone or Tacoma Youth who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of City of Tacoma, has a present intent to continue residency within the boundaries of the City of Tacoma, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- **DDD.** "Pierce County Veteran" shall mean any person, not defined as a Resident of the Community Empowerment Zone, Tacoma Youth or Pierce County Youth, who served for any length of time in any military service branch and who continues to occupy a dwelling within the boundaries of Pierce County, has a present intent to continue residency within the boundaries of Pierce County, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

### III. LEAP goals

#### A. Utilization Goals.

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

per subsection B below.

- 2. Twenty-five percent (25%) of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above shall have work performed by a CEZ Resident; provided, however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in subsection B below.
- 3. If the Project is located within the Tacoma Power Hydro Project Areas, then the additional 25% of the Labor Hours or Estimated Labor Hours identified as the LEAP Utilization Goal above in subsection A.2 may be work performed by a Resident of the Tacoma Power Hydro Project Areas in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.
- 4. If the Project is within the Tacoma Water Green River Headworks and Watershed Area, then the additional 25% requirement of the Labor Hours or Estimated Labor Hours identified in subsection A.2 above as the LEAP Utilization Goal may be work performed by Apprentices who reside in King County, or by a Resident of the Duwamish and White Center CEZ or of Tacoma Water Green River Headworks and Watershed Area in which the Building Project, Civil Project or Service Contract is located; provided however, that the Utilization Goal Estimated Labor Hours are subject to adjustment as provided in this section.
- 5. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

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

#### B. Adjustments.

Contractors and Service Providers may achieve compliance with their LEAP Utilization Goal obligation through any combination of the following:

- 1. The number of hours worked by a Resident of the CEZ or Seattle's Duwamish and White Center CEZ shall be multiplied by two;
- 2. The number of hours worked by a Tacoma Youth, Tacoma Veteran, or Tacoma Apprentice shall be multiplied by 1.5;
- 3. The number of hours worked by a Resident of Tacoma or a King County Apprentice shall be multiplied by 1;
- 4. The number of hours worked by a Tacoma Power Hydro Project Areas Resident shall be multiplied by 1.
- 5. Should the Contractor or Service Provider be unable to satisfy the subutilization goal requirement that 25 percent of the utilization goal hours be worked by CEZ Residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a Pierce County Apprentice, Pierce County Youth, Pierce County Veteran, Tacoma Power Hydro Project Areas Resident, or Resident of Tacoma, for every unmet, CEZ labor hour until the CEZ deficiency is met. For example, if a Contractor has a total LEAP utilization goal of 20 hours, but is only able to achieve 4 of the 5 sub goal labor hours, then the Contractor must achieve a total of 17 non-CEZ Resident, labor hours to satisfy the deficiency (15 non-sub goal hours plus 2 labor hours for the 1 missed sub goal hour).
- 6. For projects in the Tacoma Water Green River Headworks and Watershed Area, should the Contractor or Service Provider be unable to satisfy the sub-utilization goal requirement that 25 percent of the utilization goal hours be worked by King County Apprentices or Duwamish and White Center CEZ residents, the Contractor or Service Provider shall cure such deficiency by achieving a 2 for 1 ratio of hours worked by a King County Apprentice, or Duwamish and White Center CEZ resident for every unmet, Duwamish and White Center CEZ resident or King County Apprentice labor hour until the deficiency is met.

#### C. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

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

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

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

# D. LEAP Reports.

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

# E. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the

required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

#### F. Utilization

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

#### G. Utilization

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

H. Emergency

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

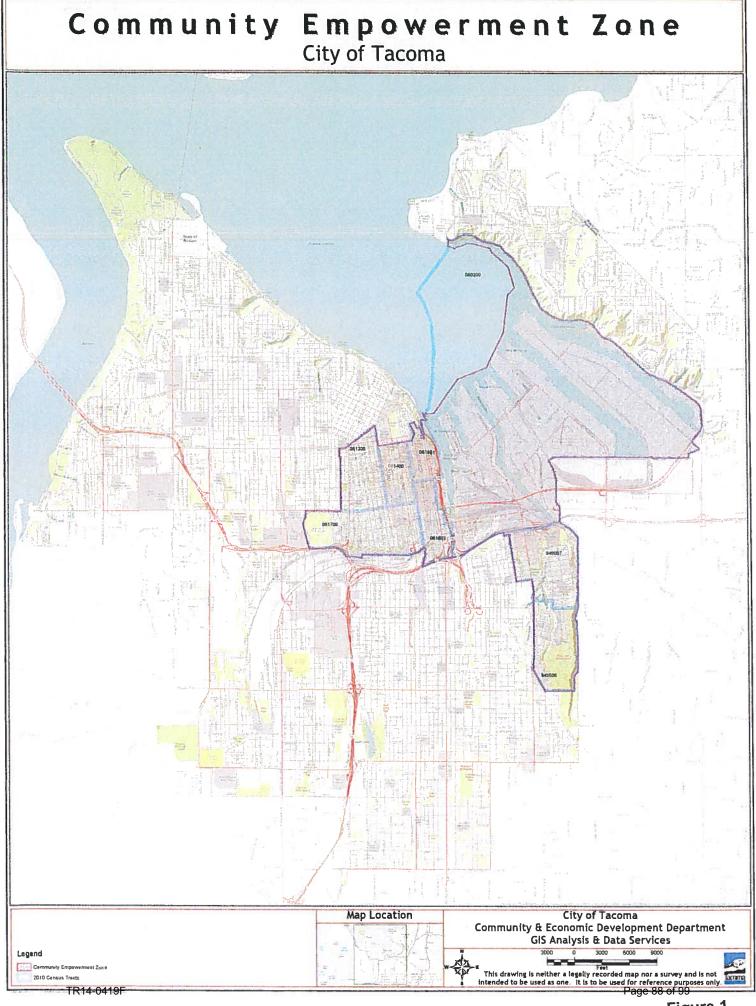
## I. Conflict With State or Federal Requirements

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

#### IV. MISCELLANEOUS PROVISIONS

- A. Submittals. The Prime Contractor must submit the following reports to the LEAP office in accordance with the Document Submittal Schedule. All reports shall be submitted on the forms supplied and approved by the LEAP Office. The Prime Contractor is responsible for ensuring compliance by all Subcontractors working on the project. Failure to submit said forms may result in the withholding of a progress payment until received
- **B.** Contract Compliance Review. The LEAP Coordinator shall review Prime Contractor and all Subcontractor employment practices during the duration of the contract for compliance with LEAP Program requirements. On-site visits may be conducted, as necessary, to verify compliance with the requirements of the LEAP Program. The Prime Contractor and/or Subcontractor(s) shall not deny to the City the right to interview its employees for the purpose of verifying compliance.
- C. Review Process. Any action by the City, its officers and employees, under the provisions of these Rules and Regulations may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within 20 days of the date of the action upon which the appeal is based, and provided to the City by certified mail, or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the Pierce County Superior Court, of the state of Washington, within 15 days of the Board of Contracts and Awards' decision.
- **D. OTHER CONDITIONS.** The Prime Contractor and all Subcontractor(s) will comply with all relevant federal, state, and local laws, including the appropriate provisions of the State of Washington Labor Code regarding the required ratio of Apprentices to journey-worker(s) as defined therein on the job site.

THESE REGULATIONS SHALL BE EFFECTIVE the <u>17th</u> day of <u>May</u> , 2013
CITY OF TACOMA
By 5/29/2013 T.C. Broadnax, City Manager date
By William A. Gaines, Director of Utilities/CEO date



## ADDRESS INDEX

800-1499	616.01			602
1500-2099	602			
2100-2398 (even)	616.02	E C Street	2400-2999	602
2101-2399 (odd)	602			
2400-3099	617	S C Street	1900-3099	616.02
			9600-9999	617
500-1899	613			
1900-2899	617	Canal Street		602
2000-2899	617	S Cedar Street	1900-2799 (odd)	617
	602	Center Street	601-2099 (odd)	617
1100-2799	614	Chandler Street	2800-2899	617
		City Waterway		602
1900-2799	617	T T		
	-	Cleveland Way		602
	940006			
		Cliff Avenue		616.01
1900-2899	617			
		E Columbia Avenue		940007
	602			
		S Commerce Street	700-1499	616.01
2200-2399	602		1500-3099	616.02
2400-3098 (even)	616.02			
	602	Court A		616.01
601-699 (odd)	616.01	Court C	400-1499	616.01
			1500-2299	616.02
1500-2599	602			
2600-2898 (even)	940007	Court D	650-1499	616.01
	602		1555-2499	616.02
	602	Court E	700-1499	616.01
			1500-2499	616.02
2800-2899	617			
		Court F		614
400-1499	616.01			
1500-1799		Court G	700-1399	614
			2100-2799	617
	602			
		S Cushman Avenue	400-1889	613
	2100-2398 (even) 2101-2399 (odd) 2400-3099  500-1899 1900-2899  1100-2799  1900-2799  1900-2899  2200-2399 2400-3098 (even) 2401-3099 (odd)  601-699 (odd)  1500-2599 2600-2898 (even) 2601-2601 (odd)  2800-2899	1500-2099 602 2100-2398 (even) 616.02 2101-2399 (odd) 602 2400-3099 617  500-1899 613 1900-2899 617  2000-2899 617  1100-2799 614  1900-2799 617  940006  1900-2899 602 2200-2399 602 2401-3099 (odd) 602  2401-3099 (odd) 616.01  1500-2599 602 2600-2898 (even) 940007 2601-2601 (odd) 602  2800-2899 617	1500-2099   602   2100-2398 (even)   616.02   E C Street   2101-2399 (odd)   602   2400-3099   617   S C Street   500-1899   613   1900-2899   617   Canal Street   602   Center Street   602   Center Street   602   Center Street   617   Cleveland Way   617   Cleveland Way   617   Cleveland Way   617   E Columbia Avenue   602   S Commerce Street   602   S Commerce Street   602   Court A   601-699 (odd)   616.01   Court C   602   Court E   602   Court F   602   Court F   602   Court G   602   Court G   602   Court G   602   Court F   602   Court G   602   Court F   602   Court G   602   Court G   602   Court F   602   Court G   602   Court F   602   Court G   602   Court F   602   Court F   602   Court G   602   Court G   602   Court G   602   Court G   603   Court G   603   Court G   604   Court G   6060   Cour	800-1499         616.01         Busti Street           1500-2099         602         2           2100-2398 (even)         616.02         E C Street         2400-2999           2101-2399 (odd)         602         9600-9999           2400-3099         617         S C Street         1900-3099           500-1899         613         1900-2899         617         Canal Street           2000-2899         617         S Cedar Street         1900-2799 (odd)           1100-2799         614         Chandler Street         2800-2899           1100-2799         617         Cleveland Way           1900-2899         617         Cleveland Way           1900-2899         617         E Columbia Avenue           1900-2899         617         E Columbia Avenue           2200-2899         602         1500-3099           2400-3098 (even)         616.02         1500-3099           2401-3099 (odd)         602         Court A           1500-2299         602         1500-2299           1500-2599         602         602           2600-2898 (even)         940007         Court D         650-1499           1500-2499         1500-2499           28

# ADDRESS INDEX

			City of Tacoma		
E D Street	001-2999	602	E Grandview	3000-3799	940007
			Avenue	3800-5599	940006
S D Street	2800-3099	616.02		3000-3399	940000
3 D Stitett	2000-3099	010.02	S Grant Avenue	500-1899	613
S Delin Street	200-2999	616.02	3 Giailt Aveilue	1900-2899	617
S Dellii Street		616.02		1900-2099	017
	3001-3999 (odd)	010.02	E Cuagani Streat	1600-2499	940007
District Assessed	1200 2100	613	E Gregory Street	1000-2499	940007
Division Avenue	1200-2198	013	I I awa an Chua at		940006
E District at Torre	1600 2400	040007	Harper Street		940000
E Division Lane	1600-2499	940007	E II	1200 2500	040007
D .1 0	400.1400	616.01	E Harrison Street	1300-2599	940007
Dočk Street	400-1498	616.01	TT 1 . O.		616.02
	401-1499 (odd)	602	Holgate Street	,	616.02
	1500-2399	602	TT . 1 4	2000 5500	0.10005
			Homestead Avenue	3800-5599	940006
East E Street	200-2999	602	2.77		616.02
			S Hood Street	200-599	616.02
East Side Road		602			
			S Hosmer Street	1400-1899	613
Everett Avenue		940006		1900-2899	617
E F Street	200-2999	602	Hylebos Creek		
			Waterway		602
E Fairbanks Street	1301-1599 (odd)	940007			
	1600-2499	940007	E 1 Street	1100-2799	602
Faris Drive		940006	S I Street	700-1899	614
				1900-2899	617
Fawcett Avenue	700-1499	616.01			
	1500-3099	616.02	E J Street	1100-2799	602
S Ferry Street	600-2899	613	S J Street	700-1899	614
	1900-2899	617		1900-2899	617
S Fife Street	1900-2799	617	Jefferson Avenue		616.02
E G Street	1100-2949	602	S Junett Street	1900-2799	617
			,		
S G Street	700-1099	614	E K Street	1100-2799	602
	1100-1299	614			
(Now Althiemer	1300-1899	614	S K Street	700-1899	614
Street)	1900-2899	617	(Martin Luther King,	1900-2899	617
	i contract of the contract of	1	LATITUDE	1	1

# ADDRESS INDEX

			City of facolia		
E George Street	1600-2499	940007		1	
			Kent Street		940006
E L Street	1100-2799	602	Olympic Street		602
			/		
S L Street	300-698 (even)	613	Pacific Avenue	400-1499	616.01
O E Officer	700-1898 (even)	613		1500-1699	616.02
	701-1899 (odd)	614		1700-2098 (even)	616.02
	1900-2899	617		1702-2099 (odd)	602
	1500 2055	017		2100-3099	616.02
Lincoln Avenue		602		2100 3033	010.02
LINCOIII / IVCII de		002	S Pine Street	1900-2799	617
EM Street	1100-2799	602	5 File Sticet	1900-2199	017
E M Street			Dionagravia		940007
	2801-3535 (odd)	940007	Pioneer Way		940007
S M Street	300-1899	613	Port Industrial		
O IVI OLICCE	1290-2899	617	Water way (Blair)		602
	1290-2099	1017	Water way (Blatt)		1002
Marc Avenue		602	Port of Tacoma		602
Maic Avenue		002	Road		002
<u></u>		-	Road		
Marine View Drive	100-6198	602	Portland Avenue	2400-2749	602
Marine view Direc	100 0120	002	1 Offiand 11vende	2750-3536	940007
Market Street	700-1499	616.01		3539-3799 (odd)	940007
Watket Street	1500-3099	616.02		3801-3999 (odd)	940006
	1300-3099	010.02		4001-5199 (odd)	940006
) / - 1 11 / · · · ·		602		4001-3199 (ddd)	940000
Marshall Avenue		002	C December Charact	1900-2799	617
3.4 11.777		602	S Prospect Street	1900-2799	017
Maxwell Way		602	72 11 4	100 100 (	602
7.4.7.1	1100 0000	600	Puyallup Avenue	100-198 (even)	602
McKinley Avenue	1100-2899	602		101-199 (odd)	616.02
				200-1598	602
Middle Waterway		602			100
<u></u>			Puyallup Waterway		602
Milwaukee Way		602			
			E Q Street	1100-2749	602
Minneapolis Street		602		2750-3799	940007
				3800-5299	940006
E Morton Street	1300-2599	940007			
			E R Street	2800-3799	940007
E N Street	1100-2749	602		3800-5599	940006
	2750-3536	940007			
		- 8	Railroad Way		602
Normal Street		602			
			Reardon Drive		940006
1	1				

# TACOMA COMMUNITY EMPOWERMENT ZONE ADDRESS INDEX

		T = 12 = 2 = 2	City of Tacolla	1	67.0
	2705-3536	940007	S Ridgewood		613
			Avenue		
S Oakes Street	1900-2799	617	Rimrock Drive		940006
River Road	1300 2133	940007	S Tacoma Avenue	1500-2999 (odd)	616.02
KIVCI KOAU		710001	o racoma rivenac	1900-2798 (even)	617
River Street		602		3000-3199	616.02
River Street		002		3000-3199	010.02
F.D. 1.4	2000 2700	242227	T 1 1		
E Roosevelt Avenue	3200-3799	940007	Tacoma Industrial		
	3800-5599	940006	Waterway	ļ	602
Ross Way		602	Taylor Way		602
Sheldon Street		940006	Thorne Road		602
S Sheridan Avenue	400-1899	613	Townsend Street		602
	1900-2999	617			
	1300 2333	1021	S Trafton Street	1900-2799	617
E Sherman Street		940007	O Trateon otreet	1900 2799	
L SHCIMAN SCICCE		940007	Wakefield Drive	200-599	616.02
T C: J. D J		602	vvakenelu Drive	200-399	010.02
E Side Road		602	XX7:1 A		602
			Wiley Avenue		602
Sitcum Waterway		602			
			S Wilkeson Street	1900-2899	617
S Tacoma Avenue	700-1898 (even)	614			
			Williams Street		602
S Tacoma Way	200-599	616.02			
			E Wright Street	1300-2399	940007
S Sprague Avenue	600-1899	613			
	1900-2899	617	S Yakima Avenue	700-1899	614
	1300 2033	1011		1900-2899	617
St. Helens Avenue	401-599 (odd)	616.01		1700-2077	011
St. Helens Avenue	600-999	616.01	Young Street		602
	000/999	010.01	Tourig Street		002
C. D1 A		602			
St. Paul Avenue		602			
0.0 1: 227	100 600	616.03			
S Stadium Way	400-699	616.01			
S State Street	601-1899 (odd)	613			
	1900-2899	617			
S Steele Street	1900-2899	617			
			}		i i
Stewart Street		602			

# ADDRESS INDEX

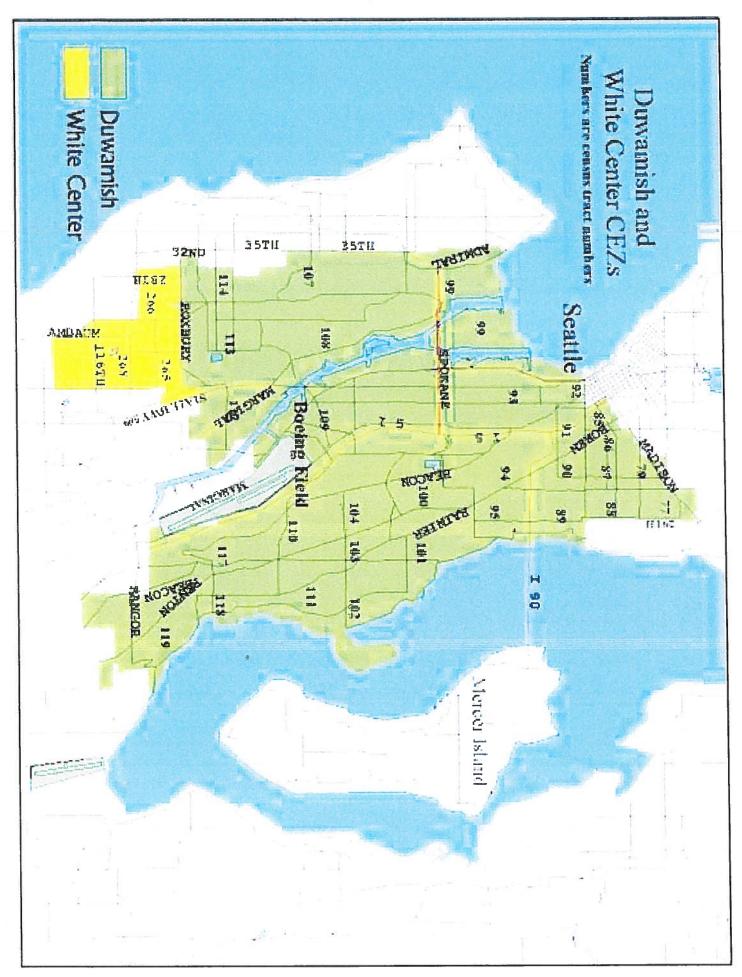
			City of Tacoma		1
ET Street	2800-3799	940007			
· · · · · · · · · · · · · · · · · · ·	3800-5599	940006			
S Tacoma Avenue	701-1499 (odd)	616.01			
E 3 <sup>rd</sup> Street	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	602	E 30 <sup>th</sup> Street	100-199	616.02
L'S Officer				200-599	602
E 7 <sup>th</sup> Street		602		1300-2199	940007
L/ Street	-	002		1300 2133	710001
T 10th Comment		602	E 31 <sup>st</sup> Street	1300-2699	940007
E 10 <sup>th</sup> Street		602	E 31 Street	1300-2099	970007
E 11th O	100.140	616.01	F 22nd C.	1200, 2600	040007
E 11 <sup>th</sup> Street	100-149	616.01	E 32 <sup>nd</sup> Street	1300-2699	940007
	150-4225	602	m o 4th o	1200.0600	0.40007
			E 34 <sup>th</sup> Street	1300-2699	940007
E 12 <sup>th</sup> Street		602			
			E 35 <sup>th</sup> Street	1300-2699	940007
E 14 <sup>th</sup> Street		602			
			E 36 <sup>th</sup> Street	1300-2699	940007
E 15 <sup>th</sup> Street	100-198 (even)	602			
	101-199 (odd)	616.02	E 37 <sup>th</sup> Street	1600-2699	940007
	200-4199	602			
			E 38 <sup>th</sup> Street	1600-2598 (even)	940006
E 17 <sup>th</sup> Street		602		1601-2599 (odd)	940007
L II Otiece		002		1001 2333 (044)	7.000,
E 18 <sup>th</sup> Street		602	E 39 <sup>th</sup> Street	1600-2599	940006
L 10 Street		002	L Jy Street	1000 2333	7 10000
E 19 <sup>th</sup> Street		602	E 40 <sup>th</sup> Street	1600-2599	940006
E 19 Stieet		002	E 40 Street	1000-2399	310000
T 215t C		602	E 41 <sup>st</sup> Street	1600-2599	940006
E 21 <sup>st</sup> Street		602	E 41 Street	1000-2399	940000
= == nrt =		600	E tond o		0.40006
E 22 <sup>nd</sup> Street		602	E 42 <sup>nd</sup> Street		940006
T.d.			- vard a	1600 0000	2 4000 5
E 23 <sup>rd</sup> Street		602	E 43 <sup>rd</sup> Street	1600-2599	940006
E 25 <sup>th</sup> Street	100-199	616.02	E 44 <sup>th</sup> Street	1600-2599	940006
	200-1599	602			
			E 45 <sup>th</sup> Street	1600-2599	940006
E 26 <sup>th</sup> Street	100-199	616.02		ς.	
	200-1740	602	E 46 <sup>th</sup> Street	1600-2599	940006
E 27 <sup>th</sup> Street	100-199	616.02	E 47 <sup>th</sup> Street	1600-2599	940006
	200-1849	602			
	200 1019	1002	E 48 <sup>th</sup> Street	1600-2599	940006
E 28 <sup>th</sup> Street	100-199	616.02	L 10 bilect	1000 2377	7.0000
L 20   Silect	200-1099	602	E 49 <sup>th</sup> Street	1600-2599	940006
			ב דש טנוככנ	1000-2355	370000
	1300-2000	940007			

# ADDRESS INDEX

			E 50 <sup>th</sup> Street	1600-2599	940006
C 20th Commen	100 100	616.02	E DO STREET	1000-2399	940000
E 29 <sup>th</sup> Street	100-199	616.02	T 51St Comment	1600 2500	040006
	200-749	602	E 51 <sup>st</sup> Street	1600-2599	940006
- and a	1300-2000	940007	a teth o	1000 0100	(12
E 52 <sup>nd</sup> Street	1600-2599	940006	S 12 <sup>th</sup> Street	1200-2199	613
E 53 <sup>rd</sup> Street	1700-2599	940006	S 13 <sup>th</sup> Street	100-599	616.01
E 33 Beleet	1,00 2333	7,0000	013 Street	600-1199	614
E 54 <sup>th</sup> Street	1700-2599	940006	*	1200-2199	613
E 55 <sup>th</sup> Street	1900-2599	940006	S 14 <sup>th</sup> Street	100-599	616.01
				600-1199	614
E 56 <sup>th</sup> Street	1900-2599 (odd)	940006		1200-2199	613
49 <sup>th</sup> Avenue N.E.	100-1699	602	S 15 <sup>th</sup> Street	100-598 (even)	616.02
TO AVEILUE IN.C.	100-1033	002	O I D STIECT	101-599 (odd)	616.01
S 4 <sup>th</sup> Street	100-398 (even)	616.01		600-1199	614
37 311551	1200-1399	613	*	1200-2199	613
	1200-1399	013	F :	1200-2199	C10
S 5 <sup>th</sup> Street	100-399	616.01	S 16 <sup>th</sup> Street	100-599	616.02
	1220-1599	613		600-1199	614
				1200-2199	613
б <sup>th</sup> Avenue	300-399	616.01		1	
	1200-1999	613	S 17 <sup>th</sup> Street	200-599	616.02
	2000-2199 (even)	613		600-1199	614
				1200-2199	613
S 7 <sup>th</sup> Street	100-499	616.01			
	500-598 (even)	616.01	S 18 <sup>th</sup> Street	200-599	616.02
	600-1198 (even)	614		600-1199	614
	1200-2199	613		1200-2199	613
th _			a solh c		616.00
S 8 <sup>th</sup> Street	100-599	616.01	S 19 <sup>th</sup> Street	200-599	616.02
	600-1199	614		600-1198 (even)	617
	1200-2199	613		601-1199 (odd)	614
o oth o	100.706	616.61		1200-2198 (even)	617
S 9 <sup>th</sup> Street	100-599	616.01		1201-2199 (odd)	613
	600-1199	614		2200-3098 (even)	617
	1200-2199	613	l a soth o	200 500	(16.00
0.10.1.0	100 700	1 61 6 21	S 20 <sup>th</sup> Street	200-599	616.02
S 10th Street	100-599	616.01		600-3099	617
	600-1199	614	0.0151.5	100 100 /	636.00
	1200-2199	613	S 21 <sup>st</sup> Street	100-198 (even)	616.02
th -				101-199 (odd)	602
S 11 <sup>th</sup> Street	100-599	616.01		200-599	616.02
	600-1199	614		600-3099	617

# ADDRESS INDEX

1200-2100	613	City of Facorina		
1200-2199	015	S 22 <sup>nd</sup> Street	100,500	616.02
100.500	616.01	3 22 311661		617
			000/3099	017
600-3099	017			
100 500	616.02			
000-3099	017			
100.500	616.02			
000-3099	017			
100-500	616.02			
000-1310	017			
100.500	616.02			
000-1310	017			
100.500	616.02			
2101-3099 (odd)				
310124399 (Odd)	017			
100,500	616.02			
100-399	010.02			
100-500	616.02			
100 333	010.02			
600-3339	617			
000 3333				
	+			
	-			
	I.	1	1	- 1
	1200-2199  100-599 600-1199 100-599 600-3099  100-599 600-3099  100-599 600-1316  100-599 600-1316  100-599 600-2399 2401-3099 (odd) 3101-4399 (odd) 100-599 600-3339	100-599       616.01         600-1199       614         100-599       616.02         600-3099       617         100-599       616.02         600-3099       617         100-599       616.02         600-1316       617         100-599       616.02         600-1316       617         100-599       616.02         600-2399       617         2401-3099 (odd)       617         100-599       616.02         600-2399 (odd)       617         100-599       616.02         100-599       616.02	S 22 <sup>nd</sup> Street	S 22 <sup>nd</sup> Street   100-599



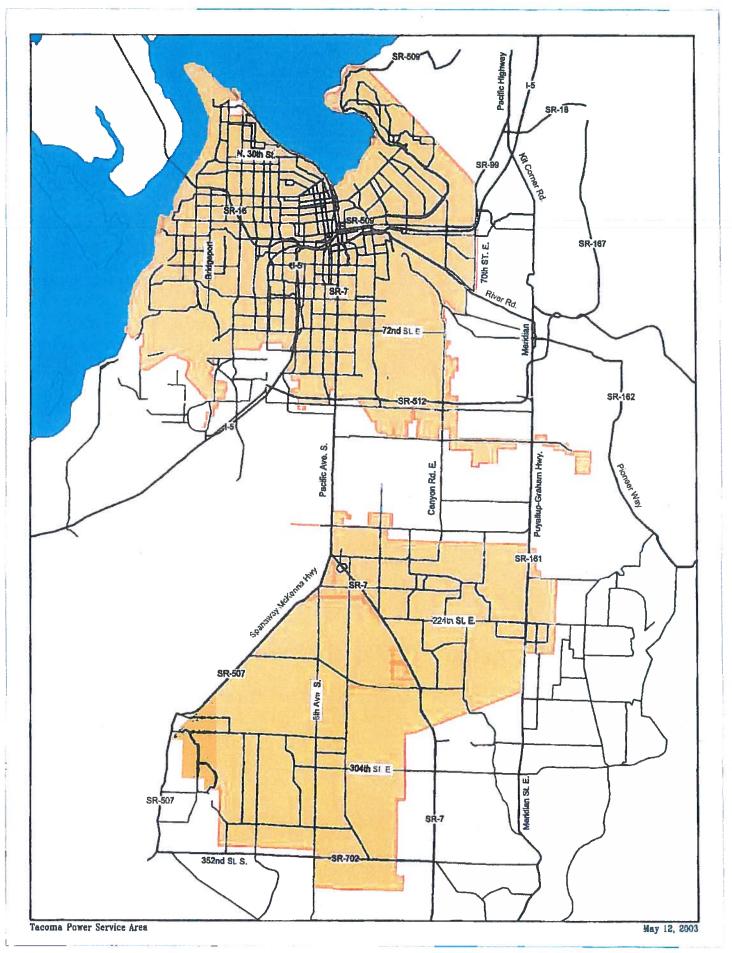


Figure 3 Page 97 of 99

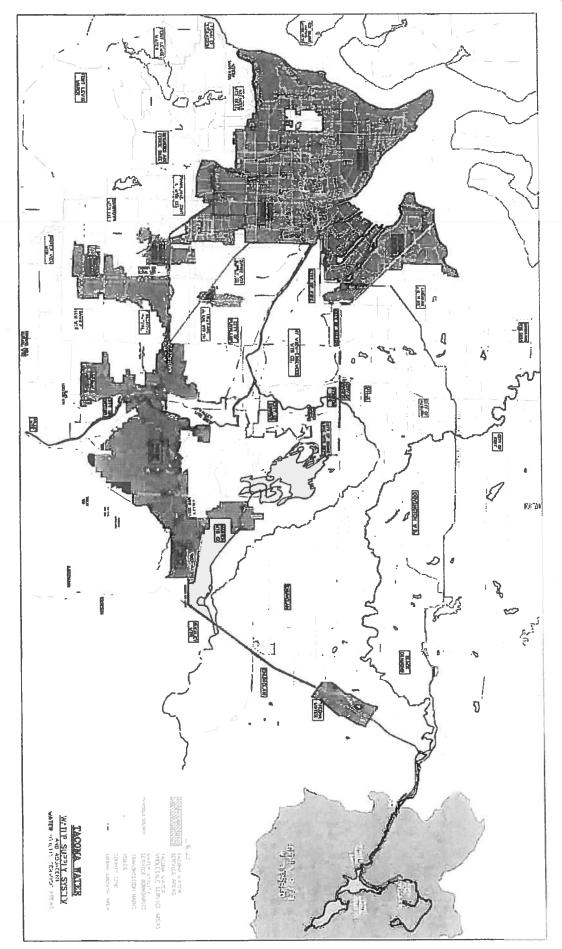


Figure 4
Page 98 of 99

