



City of Tacoma, WA

**TACOMA POWER/TRANSMISSION & DISTRIBUTION
REQUEST FOR BIDS
POWER LINE VEGETATION CLEARANCE CREWS
SPECIFICATION NO. PT24-0244F**



**City of Tacoma
Tacoma Power/Transmission & Distribution**

**REQUEST FOR BIDS PT24-0244F
Power Line Vegetation Clearance Crews**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 17, 2024

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 10am on Wednesday, December 4th via TEAMS.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 244 838 538 719

Passcode: wDrPsN

Dial in by phone

[+1 253-666-4424,,909286734#](tel:+12536664424909286734) United States, Tacoma

[Find a local number](#)

Phone conference ID: 909 286 734#

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

Estimate: \$7,000,000 for initial 3-year period

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Hailey Erichsen by email to herichsen@cityoftacoma.org.

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




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

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SUBMITTAL CHECK LIST

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

<p>The following items make up your complete electronic submittal package (include all the items below):</p>	
<p>Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p>Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p>	
<p>Bid Bond (Appendix B)</p>	
<p>Certification of Compliance with Wage Payment Statutes (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</p>	
<p>State Responsibility and Reciprocal Bid Preference Information (Appendix B) Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).</p>	
<p>List of Equipment (Appendix B) Used on PWI projects with an estimate of \$1,000,000 dollars or more.</p>	
<p>Safety Plan (Appendix B)</p>	
<p>After award, the following documents will be executed:</p>	
<p>City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.</p>	
<p>Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements</p>	
<p>Payment and Performance Bonds (See samples in Appendix C) Payment Bond and Performance Bond: Must be executed by the successful bidder and his/her surety company</p>	
<p>General Release (See sample in Appendix C)</p>	
<p>LEAP Program Requirements and Forms (Appendix D)</p>	

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA

See Minimum Requirements Section

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

1. MINIMUM REQUIREMENTS

Only Respondents experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of two (2) years or more will be considered..

2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

City of Tacoma General Provisions apply.

3. INSURANCE REQUIREMENTS

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

4. DESCRIPTION OF WORK

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

Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

5. ANTICIPATED CONTRACT TERM

Contract will be for 3 years with one (1) one-year extension available at the same terms and conditions as the original contract.

6. CALENDAR OF EVENTS

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

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

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

Pre-Bid Meeting:	12/4/2024
Question Deadline:	12/5/2024
City response to Questions:	12/9/2024
Submittal Due Date:	12/17/2024
Anticipated Award Date, on or about:	12/27/2024
Public Utility Board/City Council Approval, on or about:	1/22/2025

7. INQUIRIES

- 7.1 Questions can be submitted to *Hailey Erichsen*, Senior Buyer, via email to herichsen@cityoftacoma.org. Subject line to read:
PT24-0244F – Power Line Vegetation Clearance Crews – *VENDOR NAME*
- 7.2 Questions are due by 3 pm on the date included in the Calendar of Events section.
- 7.3 Questions marked confidential will not be answered or included.
- 7.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.5 The answers are not typically considered an addendum.
- 7.6 The City will not be responsible for unsuccessful submittal of questions.
- 7.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

8. PRE-BID MEETING

A pre-bid meeting will be held at the date and time specified in the calendar of events, via TEAMS.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 244 838 538 719

Passcode: wDrPsN

Dial in by phone

[+1 253-666-4424,,909286734#](tel:+12536664424909286734) United States, Tacoma

[Find a local number](#)

Phone conference ID: 909 286 734#

9. DISCLAIMER

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

10. RESPONSIVENESS

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

11. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

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

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

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

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

- d) Quality of performance of previous contracts or services

12. PREVAILING WAGE INFORMATION

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

The project site is located in Pierce County/Counties. However, work can take place anywhere in the Tacoma Power Service Area. Please consult Appendix C for the map. Contractor is responsible for verifying Prevailing Wage information for all sites.

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

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

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

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

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

REQUIRED FILINGS

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

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

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

13. BID BONDS

The attached Bid Bond (Appendix A) 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.

- 13.1** If a Bid Bond is used, the form furnished by the City must be followed; no variation from the language thereof will be accepted. The amount of the Bid Bond must be not less than five percent (5%) of the total amount bid; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required five percent; or in lieu of dollars and cents, the bond may be completed by inserting therein, "five percent of the amount of the accompanying proposal". Bid Bonds will not be returned. Bid Bond should be submitted electronically with bid submittal. Hard copies should be postmarked no later than the submittal date.
- 13.2** If a certified or cashier's check is provided by the successful Respondent(s), the amount of their check will be refunded after award of the Contract, City's receipt of the signed Contract, and acceptance of the Performance Bond, if applicable. Unsuccessful Respondents providing certified checks will be refunded the amount of their check upon award of the Contract.
- 13.3** Failure to furnish a Bid deposit of a minimum of 5 percent shall make the bid nonresponsive and shall cause the bid to be rejected by the City.

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

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

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

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

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

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

14. PAYMENT AND PERFORMANCE BOND

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

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

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

15. COMPLIANCE WITH SPECIFICATIONS

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

16. MATERIALS AND WORKMANSHIP

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

17. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

18. LEAP REQUIREMENTS

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

19. EQUITY IN CONTRACTING

This project has no EIC requirements.

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

APPENDIX A

General Provisions

Special Provisions

Technical Specifications

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SUBMITTAL GENERAL INFORMATION

PRE-SUBMITTAL QUESTIONS

Questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, December 5th, 2024, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.

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

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.

Questions will not be accepted by telephone or fax.

Questions marked confidential will not be answered.

Individual answers will not be provided directly to Respondents.

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

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

Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about December 9th, 2024. Navigate to Contracting Opportunities / Public Works and Improvements Solicitations and scroll to this RFB. A notice will not be posted with the Specification if no questions are received.

The answers are not typically considered an addendum.

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

Communication	Addressee
For all questions regarding Specification PT24-0244F	Hailey Erichsen Senior Buyer HErichsen@cityoftacoma.org - email

REVISIONS TO SPECIFICATION

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

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

SUBMITTAL CHECKLIST

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

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page at the front of this Specification or subsequent addenda. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

The following items, in this order, make up your submittal package:		<input checked="" type="checkbox"/>
1	One electronic copy of your complete submittal package in PDF format.	
2	Signature Page with <u>ink signature</u> , including acknowledgement of any addenda. <i>This form is intended to serve as the first page of your submittal.</i>	
3	State Responsibility and Reciprocal Bid Information Form	
4	Certification of Compliance with Wage Payment Statutes	
5	Proposal Pricing Sheets The unit/lump-sum prices bid must be shown in the space provided.	
6	Proposal Questionnaire	
7	Contractor's Record of Prior Contracts , per Section 4.01.1A.	
8	List of Equipment , per Section 4.01.7E.1.	
9	Safety Plan , Submission of a plan per Section 4.09.1.	
10	Bid Bond , in the value of 5% of the contract value per Section 1.03 & 4.01.5 (A hard copy bid bond shall be mailed to the address below and must be postmarked by the submittal deadline.) City of Tacoma Procurement and Payables PT24-0244F – Bid Bond 3628 S 35th St Tacoma, WA 98409	



The following forms are to be executed after the contract is awarded:

(a) **Contract**

This agreement is to be executed by the successful bidder (Section 2.01A and 4.02.1).

(b) **Performance and Payment Bonds** (Section 2.01B & 4.07).

To be executed by the successful bidder and his surety company and countersigned by a local resident agent of said surety company.

(c) **Retainage Bond** (Section 4.06).

If it is the option of the awardee to use a retainage bond in place of the holding of retainage per invoice the bond must be submitted with the contract forms.

(d) **Insurance Certificate** (Section 2.06).

(e) **Intent to Pay Prevailing Wage** (Section 3.08B & 4.15).

To be filed with the Washington State Department of Labor & Industries.

(f) **Prime Contractor LEAP Utilization Form** (Section 4.14).

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



**Deletions, Modifications, and References to the
General Provisions**

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

DELETE: SECTION I, Paragraphs 1.15 B

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

1.14 – Firm Prices/Escalation	4.05.3 – Escalation
2.01 B – Surety Bond	4.07 – Performance Bond and Payment Bond
2.11 – City of Tacoma’s Right to Terminate Contract	4.04.3 – Cancellation of Contract
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GENERAL PROVISIONS

(Revised October 8, 2024)

SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

A. Respondent's Proposal

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

B. Alterations of Proposals Not Allowed

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

C. Filling Out City Proposal Sheets

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

1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

1.03 RESPONDENT'S BOND OR CERTIFIED CHECK

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

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

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

1.04 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

- A. Proposal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.05 LICENSES/PERMITS

- A.** Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B.** Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C.** During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

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

1.07 BID IS NONCOLLUSIVE

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

1.08 EVALUATION OF BID

A. Price, Experience, Delivery Time and Responsibility

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

B. Prequalified Electrical Contractor

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

C. Insertions of Material Conflicting with Specifications

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

D. Correction of Ambiguities and Obvious Errors

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

1.09 WITHDRAWAL OF BID

A. Prior to Bid Opening

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

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 CITY COUNCIL/PUBLIC UTILITY BOARD FINAL DETERMINATION

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

1.12 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.13 TAXES

A. Include In Proposal All Taxes

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

B. Federal Excise Tax

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

C. City of Tacoma Business and Occupation Tax

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

1.14 FIRM PRICES/ESCALATION

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

1.15 AWARD

A. Construction and/or Labor Contracts

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

B. Supply/Equipment Contracts

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

1.16 INCREASE OR DECREASE IN QUANTITIES

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

1.17 EXTENSION OF CONTRACT

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

1.18 PAYMENT TERMS

- A. Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- B. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.

1.19 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
 - EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.20 COOPERATIVE PURCHASING

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

1.21 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Respondent's Submittals, all documents and records comprising any Contract awarded to Respondent, and all other documents and records provided to the City by Respondent are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies; and Respondent has complied with the requirements to Respondent has complied with the requirements to mark records considered confidential or proprietary

as such requirements are stated below, City agrees to provide Respondent 10 days written notice of impending release. Should legal action thereafter be initiated by Respondent to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Respondent, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Respondent took no action to oppose the release of information.

B. If Respondent provides City with records or information that Respondent considers confidential or proprietary, Respondent must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Respondent expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s). Submission of materials in response to City's Solicitation shall constitute assent by Respondent to the foregoing procedure and Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.22 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION II - CONTRACT REQUIREMENTS

2.01 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

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

B. Surety Bonds

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

C. Independent Contractor

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

2.02 CONFLICTS IN SPECIFICATIONS

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

1. Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
2. Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
3. Technical Provisions prevail if they are in conflict with the General Provisions.

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

2.03 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

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

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

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

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

2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

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

2.05 INDEMNIFICATION

A. Indemnification

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

B. Limitation of Liability for Primarily Supply-Type Contracts

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

2.06 CONTRACTOR'S INSURANCE

A. During the course and performance of a Contract, Contractor will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

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

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

C. Assignment

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

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

D. Subletting

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

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

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

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

2.08 DELAY

E. Extension of Time

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

F. Unavoidable Delay

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

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

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

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

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

In case of a failure of any part of the work, materials, labor and equipment furnished by the 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.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

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

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

A. Termination for Convenience

1. **Supplies.** The City may terminate a Contract for supplies at any time upon prior written notice to Contractor. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. **Services.** The City may terminate a Contract for services at any time, with or without cause, by giving 10-business day's written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause

1. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Contractor's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach
2. **Bankruptcy.** If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.
3. **Notice.** In the event of any such termination for cause, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

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

2.13 LEGAL DISPUTES

A. General

Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma’s City Attorney’s Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

B. Attorney Fees

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

2.14 DELIVERY

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

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

Legal holidays of the City of Tacoma are:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

2.15 PACKING SLIPS AND INVOICES

A. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City’s Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

B. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.

1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.

3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

2.16 APPROVED EQUALS

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

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

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

2.17 ENTIRE AGREEMENT

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

2.18 CODE OF ETHICS

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

2.19 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

A. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.
2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

_____ Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Section III is for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

GENERAL PROVISIONS

SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS AND ARE IN ADDITION TO APPLICABLE REQUIREMENTS CONTAINED IN SECTION II CONTRACT REQUIREMENTS.

3.01 RESPONDENT'S DUTY TO EXAMINE

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

3.02 PERMITS

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

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

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

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

3.04 TRENCH EXCAVATION BID ITEM

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

3.05 SAFETY

A. General

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

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

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

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

B. Work Hazard Analysis Report

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

3.06 PROTECTION OF WORKERS AND PROPERTY

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

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

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

3.07 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

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

B. Character of Contractor's Employees

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

3.08 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

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

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

B. Prevailing Wages

If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.09 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3.10 CHANGES

A. In Plans or Quantities

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

B. Extra Work

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

C. Extra Work - No Agreed Price

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

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

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

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

D. Claims for Extra Work

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

3.11 CLEANING UP

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

3.12 PROGRESS PAYMENT

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

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

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

3.13 FINAL PAYMENT

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

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

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

3.14 FAILURE TO COMPLETE THE WORK ON TIME

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

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

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

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid, the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive; therefore, the bid will be rejected.

SECTION IV – SPECIAL PROVISIONS

4.01 – SUMMARY OF WORK

4.01.1 – PROJECT DESCRIPTION

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

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

4.01.1A – QUALIFIED RESPONDENTS

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

4.01.2 – DEFINITIONS

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

Term	Definition
RESPONDENT / BIDDER	A potential contractor offering a submittal to supply a service in accordance with these specifications.
CITY	The City of Tacoma, Department of Public Utilities.
TPU	Tacoma Public Utilities, Division of City of Tacoma.
SERVICE	The scope of work to be completed under this contract in accordance with these specifications.
SPECIFICATION	This document, detailing the scope of service required.
CONTRACTOR	The Respondent(s) awarded a contract pursuant to these Specifications.
PROJECT MANAGER	Tacoma Public Utility representative administering the project and providing decisions on project work.
RFB	Request for Bid



4.01.3 – CALENDAR OF EVENTS

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

EVENT	DATE
Pre-Bid Meeting, 10:00 a.m. PT	December 4, 2024
Questions due, 3:00 p.m. PT	December 5, 2024
Questions and answers posted	December 9, 2024
Submittal deadline, 11:00 a.m. PT	December 17, 2024
Evaluation Finalized	Late Dec/Jan 2025
Public Utility Board Approval	January 2025

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

4.01.4 – PRE-BID MEETING

All Respondents are invited to attend a pre-bid meeting on Wednesday, December 4th, at 10:00 a.m.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 244 838 538 719

Passcode: wDrPsN

Dial in by phone

[+1 253-666-4424,,909286734#](#) United States, Tacoma

[Find a local number](#)

Phone conference ID: 909 286 734#

The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as information on the City's Local Employment and Apprenticeship Training Program (LEAP) and Equity in Contracting (EIC) Program. Attendance at the pre-bid meeting is not required, but strongly recommended.

4.01.5 – BID BOND

Per Section 1.03 of the General Provisions, each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond payable to the City Treasurer for a sum of five percent (5%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. A hard copy of the bid bond must be mailed and postmarked by the submittal due date.

4.01.6 – WASHINGTON STATE BUSINESS LICENSE

Respondents are requested to identify their current Washington State Business License number in the space provided on the proposal “Signature Page”. Any Respondent that does not have a Washington State Business License at time of bid submission shall, if recommended for contract award, immediately obtain such License and provide evidence thereof to the City of Tacoma as a condition of contract award. Failure to obtain a Washington State Business License may be grounds for rejection of the proposal and recommendation of the next lowest and best responsible Respondent.

4.01.6A – BUSINESS LICENSE WEBSITE

If a Washington State Business License is needed, please refer to the following web site address for more information and application:

<http://bls.dor.wa.gov>

4.01.6B – CITY OF TACOMA BUSINESS LICENSE

Refer to Section 1.13.C and its requirement for the inclusion of the City of Tacoma’s Business and Occupation Tax in all bid pricing.

4.01.7 – ACCOMPLISHMENT OF WORK

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

4.01.7A – INDEPENDENT CONTRACTOR

During the performance of the contract, the contractor shall be an independent contractor and not an agent of the City. The contractor shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with the contract and any plans, specifications, schedules or other items approved by the City.

4.01.7B – WORKER QUALIFICATIONS

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

4.01.7C – CREW CAPABILITY

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

4.01.7C.1 – ANNUAL QUALIFICATION SUBMITTAL

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

4.01.7D – CREW STRUCTURE

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

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

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

4.01.7D.1 – USE OF APPRENTICES IN PLACE OF TRIMMER

Only with prior approval of the Tacoma Power project manager a 3rd or 4th step apprentice may be used in place of a journey level tree trimmer.

4.01.7E – VEHICLES, TOOLS & EQUIPMENT

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

Vehicles, Tools & Equipment	Requirements
Combination Aerial Man-lift	Insulated, 360-degree, horizontal rotation boom and bucket (ladder not acceptable) and hydraulic circular trim saw. Boom must be capable of operating straight out 30-feet from side to side and be suitable for work adjacent to energized lines. Man-lift must meet applicable requirements of the American National Standard for “Vehicle Mounted Elevating and Rotating Work Platforms,” ANSI A92.2, latest revision, appendix, etc.
Brush Chipper	Must be a self-feed model with all shields and guards in place that produces chips suitable for landscaping mulch.

Dump Truck	2-1/2 ton – Enclosed Dump
Chainsaws	Two saws capable of cutting material up to 48 inches in diameter Two saws for climbing work
Backpack Blower	One (1) or equivalent
Cellular Phone	Crew Leader shall have a cellular phone available for use on the work site.
Worker Tools and Equipment	Climbing equipment, ropes, safety equipment, personal protective equipment, and other tools and equipment required to perform the work.
Traffic Control	Sufficient cones and signs for roadside work. Cones and signs must meet the requirements of the MUTCD (Manual on Uniform Traffic Control Devices) and the State of Washington.

4.01.7E.1 – VEHICLE AGE

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

4.01.7E.2 – CITY’S RIGHT OF REFUSAL

The City reserves the right to refuse to allow the contractor to use vehicles, tools, or equipment which, in the opinion of the City, is inadequate, unsafe, or potentially harmful to City property.

4.01.7E.3 – ADDITIONAL VEHICLES, TOOLS, OR EQUIPMENT

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

If the work to be performed requires equipment or materials not listed in the Equipment Items 13 through 22 of the

proposal sheets, and if requested by Tacoma Power, shall follow the procedure below:

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

4.01.7E.4 – REPAIR OR REPLACEMENT

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

4.01.7E.5 – EQUIPMENT MOBILIZATION

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

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

4.01.7E.6 – MOBILIZATION VEHICLE

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

4.01.7F – ADJUSTMENT TO CREW STRUCTURE

If the crew and equipment makeup differ from Crews line items A, B, or C of the proposal sheet, and is approved by the Tacoma Power project manager or inspector prior to or during the

performance of work adjustments will be made as described in the following paragraphs.

4.01.7F.1 – ADDITION/SUBTRACTION OF CREW PERSONNEL

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

4.01.7F.2 – ADDITIONAL EQUIPMENT

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

4.01.7G – CERTIFIED ARBORIST

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

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

4.01.7H – EMERGENCY NOTIFICATION

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

4.01.7H.1 – RESPONSE TO EMERGENCY EVENT OF OTHER UTILITY

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

4.01.7H.2 – TACOMA POWER’S RIGHT OF REFUSAL

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

4.01.8 – GENERAL WORK REQUIREMENTS

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

TABLE 1	
Work Type	General Requirement
Tree Removal	Refer to Tacoma Power Standards: (Included in Appendix “C”) W-TT-0002 W-TT-0003 W-TT-0004 W-TT-0006 W-TT-0007 W-TT-0008 W-TT-0009 W-TT-0011 W-TT-0012
Clearances to High Voltage Transmission Wires (Over 35,000 Volts)	
Clearances to Primary Distribution Wires (1000 Volts to 35,000 Volts)	
Clearances to Secondary Distribution Wires (0 to 1000 Volts)	
New Right of Way	Clear rights-of-way for existing and new transmission and distribution lines as directed by the Tacoma Power Line Clearance Inspector.
Clean up of work site	Clean up and dispose of all logs, trimmings, brush, chips and other debris resulting from the work.

4.01.8A – EXCEPTIONS

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

4.01.9 – PERFORMANCE STANDARDS

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

The work will include the identification of potentially hazardous trees and may include the removal of these trees.

4.01.9A – HAZARDOUS TREES

Hazardous trees are those trees that contact exposed electrical lines, lean, are dead, have been impacted by construction activities, have dead tops, are buffer trees exposed to prevailing winds, or have conks on their trunks or main leads and show decay.

4.01.9B – CLEARANCE PER SPECIES OF TREES

Faster growing species (i.e., cottonwoods, poplars, alders, etc.) will need more clearance than slower growing species. Where removal and treatment of stumps with an approved herbicide is not allowed by the property owner, drop crotch pruning will be the acceptable trimming method. Tipping back, heading cuts, round-overs, or shearing cuts are the least desirable line clearance methods. Natural target pruning is the approved method.

4.01.9C – DISPOSAL OF WOOD CHIPS

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

4.01.9D – FIRE SUPPRESSION

The contractor shall provide fire suppression equipment when required by the Washington State Department of Natural Resources.

4.01.10 – PROJECT LOCATION

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

4.01.10A – CONTRACTOR SHOP SITE

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

4.01.10B – SPECIFIC WORK SITES

Specific work sites will be assigned by Tacoma Power's Asst. Transmission and Distribution Manager or designee. Tacoma Power's facilities are located within the State of Washington counties of Pierce, Mason, & Lewis. Small portions of lines may be

found in King and Kitsap counties. See “Appendix C” for Tacoma Power service territory map.

4.01.10C – REMOTE SHOP SITE

As work dictates there may be the need for contract crews to mobilize from a remote shop site for a short duration of time.

4.01.10D – USE OF TACOMA POWER PROPERTY

Tacoma Power will provide to the contractor use of a single site location as a provision to park vehicles and equipment associated with work on this contract. Use of this location owned by the City of Tacoma will be provided at no charge to the contractor. The designated area is of an approximate size of 110’ x 130’. Prior to use of City of Tacoma property, The contractor will be required to sign an “Permit for Use of City Property” form. A sample of this form and a location map of the site location are hereto included as “Appendix “C” of these specifications.

If during the course of the contract, a change in the location of this site is mandated by Tacoma Power, a replacement site will be identified, and a revised “Permit for Use of City Property” form would be required to be signed by the contractor.

4.02 – COMMENCEMENT OF WORK

The contractor shall begin the work to be performed in the contract within ten (10) calendar days after the date of notification to commence work.

4.02.1 – CONTRACT DOCUMENTS

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

- Contract signed by the appropriate officer of the company
- Performance and Payment Bond (Reference Section 4.07)
- Retainage Bond, if selected in lieu of holding 5% retainage (Reference Section 4.06)
- Insurance certificate including endorsements
- Intent to Pay Prevailing Wage
- Prime Contractor LEAP Utilization Form
- Contractor’s Job Hazard Analysis Report

4.02.2 – CREW MOBILIZATION

The contractor shall be capable of mobilizing up to 6 crews that meet the requirements of this specification. Up to 2 crews shall be capable of being mobilized within 2 weeks of notification. The additional 4 crews shall be capable of being mobilized within 4 weeks of notification.

4.02.3 – CONTRACT WORK TIMES

Contract work times shall be Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays as described in Section 2.14 of the General Provisions or as otherwise approved by the Assistant Manager of Transmission and Distribution or their designee.

4.02.3A – STORM RATES

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

4.03 – CONTACT PERSON

4.03.1 – PROJECT MANAGER/LEAD

A listing of Tacoma Power personnel assigned to manage this contract will be provided upon award.

4.04 – CONTRACT PERIOD

4.04.1 – AWARD DATE OF CONTRACT

The “Award Date of the Contract” will commence when all required contract, bonding and insurance documents have been fully signed and executed by the contractor and the City of Tacoma. The routing of these documents to obtain the signatures of representatives from both parties will occur following approval of the contract by the Public Utility Board.

4.04.2 – TERM OF CONTRACT

The term of this contract is from the date of award per Section 4.04.1, through the subsequent 36-month period. A single one-year contract extension may be considered if Tacoma Power finds that it is in its best interest to extend the contract under the same terms and conditions of the original contract. Contract extensions shall follow the provisions listed in General Provisions Section 1.17.

4.04.3 – CANCELLATION OF CONTRACT

In addition to the cancellation provisions of Section 2.11 of the General Provisions, the City shall have the right to cancel this contract upon thirty (30) days written notice to the contractor without cause.

4.05 – PRICING

4.05.1 – PRICES QUOTED

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

4.05.1A – INCIDENTAL WORK

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

4.05.2 – QUANTITIES

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

4.05.3 – ESCALATION

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

4.06 – RETAINAGE BOND

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

Tacoma Power will accept a bond in lieu of retainage in the value of five percent (5%) of the total value of contract(s) awarded hereunder. The bond will be required to be included with all contract documents upon inception of the contract and subsequent adjustments.

Tacoma Power may elect to issue additional contract amounts to the awarded contractor(s). In that event, the selected contractor(s) will be required to execute a contract amendment for the identified work and may be required to submit a new or supplemental retainage bond securing five percent (5%) of the new contract amount so awarded if the remaining contract value exceeds the current bond amount.

4.07 – PERFORMANCE BOND AND PAYMENT BOND

A performance bond and a payment bond, including power of attorney, for this project are required, each in the amount of one hundred percent (100%) of the Contract value, plus applicable sales tax. This is a post award requirement.

The City's bond forms must be used (Appendix "C"). Both the performance bond and the payment bond must be executed by a surety company licensed to do business in the state of Washington. Any costs associated with acquiring the bonds must be included in submittal prices. Bonds will not be reimbursed or paid as a separate line item.

4.07.1 – CONTRACT EXTENSION YEAR

Per Section 4.04.2 of this document a one-year contract extension 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 have in place a performance bond securing one hundred percent (100%) of the remaining contract value.

4.08 – CONTRACT MODIFICATIONS

4.08.1 – EXPANSION CLAUSE

Any resultant contract from this RFB 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 mutually agreed upon in writing by contract change order. Contractor profit margins are not to increase as a result of contract additions.

4.08.2 – REASONABLE CHANGE ORDER CLAUSE

In the sole discretion of the City of Tacoma, the City may, without invalidating this Contract, or any part of this Contract, may make reasonable changes to the scope of the Agreement, when such changes are in the best interest of the City.

Any adjustment to the terms of the Contract shall be documented by way of a written change order or other form of written contract amendment to include a signature of agreement from both contracting parties. If any such Change Order increases or decreases the Contractors cost of

performance of any part of the Contract, an adjustment shall be made, and the Contract modified accordingly. Modifications to the Contract which will produce a higher profit margin for the Contractor than that established by the original contract pricing will not be allowed.

4.09 – SAFETY

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

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

4.09.1 – SAFETY PLAN

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

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

4.09.2 – SAFETY VIOLATIONS AND DEFICIENCIES

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

4.09.3 – SAFETY REGULATIONS AND POLICIES

All work performed on behalf of Tacoma Power shall be done within all applicable safety regulations and Tacoma Power work practices. The following are the most commonly referred to State of Washington Administrative Code (WAC) safety regulations; however, it is the responsibility of the contractor to be familiar and follow all applicable safety regulations.

WAC No.	Title
296-24	General Safety and Health
296-45	Safety Standards for Electrical Workers
296-62	General Occupational Health Standards
296-155	Safety Standards for Construction Work

4.09.3A – STATE OF WASHINGTON REGULATIONS

Copies of the applicable safety and work regulations for the State of Washington may be obtained from the Department of Labor and Industries. Call the Office of Information and Assistance 1-800-647-0982 or refer to <http://www.lni.wa.gov/>.

4.09.4 – ENERGIZED ELECTRICAL CIRCUITS

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

4.10 – QUALITY CONTROL

4.10.1 – REFERENCE STANDARDS

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

4.10.2 – INSPECTION, TESTING, AND CERTIFICATION

The Tacoma Power project manager will be responsible for ensuring that the contractor is complying with the contract plans and specifications.

4.11 – WORKMANSHIP & SUPERVISION

4.11.1 – WORKMANSHIP

The contractor shall employ only qualified competent, skillful, and orderly persons to do the work, and whenever the Tacoma Power project

manager shall notify the contractor in writing that any person on the work is, in his/her opinion, incompetent, disorderly or otherwise unsatisfactory, the contractor shall forthwith discharge such persons from the work and shall not again employ him/her on this contract. Work shall conform to the highest industry standards.

4.11.2 – SUPERINTENDENT

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

4.12 – TRAFFIC CONTROL

All traffic controls on this project shall adhere to WAC 296-155, the latest edition of the MUTCD and any local government requirements. Adequate access shall be provided for local and emergency vehicular traffic through the project area at all times.

4.12.1 – FLAGGERS

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

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

4.12.2 – TRAFFIC SIGNS AND SIGNALS

The contractor shall be responsible for all temporary signing or barricades placed at the job site to control traffic and protect the public from construction areas. The supply, placement, and maintenance of all traffic controls shall be the responsibility of the contractor.

4.13 – EQUITY IN CONTRACTING (EIC) PROGRAM

There will be **NO EIC REQUIREMENT** on this project.

EIC - Equity in Contracting - TMC 1.07.040

NO EIC REQUIREMENTS FOR THIS SOLICITATION. However, the City of Tacoma is committed to equality in contracting for under-utilized small, minority and women-owned businesses and we encourage you to locate these firms by visiting the Washington State Office of Minority and Women’s Business Enterprises - [Washington State Office of Minority & Women's Business Enterprises Certification Management System \(diversitycompliance.com\)](http://Washington State Office of Minority & Women's Business Enterprises Certification Management System (diversitycompliance.com))

4.14 – LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS APPLY TO THIS SOLICITATION

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. See Appendix “D” for the complete regulations, forms and maps for the City’s LEAP program.

Contractors/vendors may obtain further information by contacting the City’s LEAP Coordinator at 253-591-5590 or e-mail at leap@cityoftacoma.org. The LEAP coordinator can assist contractors in the recruitment of qualified employees from Private Industry Council and other pre-employment and training organizations available in the area. The LEAP Office is located in the City’s Community and Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, Washington 98402.

4.15 – PREVAILING WAGES – ANNUAL FILING

In addition to the requirements of Section 3.08(B) of the General Provisions, the contractor shall be required to post or have available on the job site, a copy of the Statement of Intent to Pay Prevailing Wages form for the jurisdiction where the work is being done. The project work may occur within various Washington Counties.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract and annually at the anniversary date of the contract award. An Affidavit of Wages Paid must be filed with the Washington Department of Labor & Industries annually until completion of the contract. It is the responsibility of the awarded contractor to provide proof to Tacoma Power of the annual filings. See Appendix “C” for additional information regarding prevailing wage requirements for “On Call” contracts.

Additional information may be obtained by calling the Department of Labor & Industries, Prevailing Wage at 855-545-8163.

4.15.1 – REQUIRED DOCUMENTS

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

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

A copy of an approved Affidavit of Prevailing Wages Paid, L&I form. The Contracting Agency will not grant completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

Instructions to sign up for access to My L&I and additional information on submitting the required forms can be found at the following link: [Prevailing Wage Policies](#)

4.16 – EVALUATION & AWARD

4.16.1 – EVALUATED QUANTITIES

Bid rates considered in the evaluation will be a composite of regular time rates, overtime rates and storm rates. Tacoma Power will consider Items A, B, & C at the estimated hours shown on the proposal sheet. For bid evaluation purposes, unit prices will be one-third (1/3) the estimated hours at the bid rate shown, one-third (1/3) the estimated hours at the escalated percentage for the second year of the contract, and one-third (1/3) the estimated hours at the escalated percentage for the third year of the contract.

4.16.2 – AWARD OF CONTRACT

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

4.16.3 – WORK BY OTHERS DURING CONTRACT TERM

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

4.17 – BILLING PLAN, INVOICING AND PAYMENTS

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

4.17.1 – MEASUREMENT

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

4.17.2 – INVOICES

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

amount due for the work performed less any due deductions in accordance with the terms of the contract.

4.17.2A – SUBMISSION OF INVOICES

Itemized invoices shall be submitted in hard copy and electronic (Excel) formats on a weekly basis within 10 days of the work performed. Contact information for invoice submission shall be provided post-award.

The following shall apply:

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

4.17.2A.1 – END OF YEAR

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

4.17.2B – PAYMENT OF INVOICES

Prior to payment the invoices will be reconciled as follows: The Tacoma Power project manager will compare all vendor invoices against the City's Daily Inspection Report forms. No payment will be made until the invoice and signed inspection forms are in agreement. See Appendix "C" for sample of Daily Inspection Report form.

4.17.2C – CREW TIME SHEETS

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

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

4.17.2D – BILLING PLAN EXAMPLE

A sample billing plan demonstrating the ability to comply with section 4.17.2A, is requested. (See "Appendix C" for an example of an acceptable billing invoice).

4.17.2E – WORK FOR OTHER DEPARTMENTS OF TACOMA PUBLIC UTILITIES

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

4.17.3 – NON-PAYMENT FOR REJECTED OR SURPLUS PRODUCTS

Payment will not be made for any of the following:

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

4.18 – PROJECT COORDINATION

4.18.1 – PROJECT MANAGER/LEAD

The Tacoma Power project manager will direct work assigned to the contract(s).

4.18.2 – PRE-CONSTRUCTION MEETINGS

Pre-construction meetings will be held as required.

4.18.3 – RIGHT-OF-WAY PERMITS

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

4.18.4 – FIELD ENGINEERING

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

4.18.5 – COORDINATION WITH OTHERS

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

4.18.6 – DIVISION OF WORK

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

4.18.6A – MATERIAL FURNISHED AND INSTALLED BY CONTRACTOR

The contractor shall furnish and pay for the materials necessary to perform the work outlined within this project and shall provide all labor, tools, equipment and superintendent, and perform all work incidental to the completion of the project as contemplated by this contract in accordance with the plans, specifications, and instructions of the Tacoma Power project manager.

4.18.6B – CITY FURNISHED MATERIAL INSTALLED BY CONTRACTOR

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

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

4.18.7 – DAMAGE TO PLANT & EQUIPMENT

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

The contractor is responsible for protecting any customer owned utilities such as side sewers, septic systems, secondary power service or water service. If damage occurs to utilities as previously described the contractor will be responsible for the repair costs to include labor and materials.

4.18.7A – UNDERGROUND UTILITIES

For location and notification of underground utilities The Utilities Notification System is available by calling 1-(800) 424-5555.

4.18.7B – NOTIFICATION

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

4.18.7C – CITY OWNED FACILITIES OR MATERIAL

If any existing facilities or material furnished by the City is damaged, lost, stolen or destroyed by reason of any cause, whether within or beyond the control of the contractor, it shall be repaired or replaced entirely as required by the City solely at the contractor's expense.

4.18.7D – MATERIALS/TOOLS REQUIRED FOR REPAIR

Materials required to be replaced may be furnished by the City solely at the contractor's expense. The contractor will be charged the amount incurred by the City at the place of delivery. The contractor shall return to the Tacoma Power storeroom, or as directed by City personnel, all removed used material/tools and unused new materials.

4.18.7E – CITY DISCLAIMER

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

SECTION V – CONTRACT CLOSEOUT

5.01 – DOCUMENTS REQUIRED UPON COMPLETION OF WORK

5.01.1 – CLOSE OUT PROCEDURES

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

5.02 – FINAL PAYMENT - RETAINAGE

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

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

END OF SECTION

APPENDIX B

Required Documents

Signature Page

Price Proposal Form

Bid Bond

Certification of Compliance With Wage Payment Statutes

State Responsibility and Reciprocal Bid Preference Information

Contractor's Record of Prior Contracts

List of Equipment

Safety Plan

SIGNATURE PAGE

**CITY OF TACOMA
TACOMA POWER/TRANSMISSION & DISTRIBUTION**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR BIDS SPECIFICATION NO. PT24-0244F
VEGETATION CLEARANCE CREWS**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



Specification PT24-0244F
Power Line Vegetation Clearance Crews

PROPOSAL PRICING SHEET

<u>Item #</u>	<u>ITEMS</u>	<u>Estimated Hours (3 Years)</u>	<u>COST PER HOUR @ REGULAR TIME</u>	<u>COST PER HOUR @ OVERTIME</u>	<u>COST PER HOUR @ STORM RATE (Section 4.02.3A)</u>	<u>TOTAL (Regular Time Hours X Estimated Hours)</u>
A Standard Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 50-55 ft Articulating Man-Lift, 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	1,000	\$ _____	\$ _____	\$ _____	\$ _____
B Extra-Height Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 60-70 ft Articulating Man-Lift 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	27,000	\$ _____	\$ _____	\$ _____	\$ _____
C Climbing Crew	Power Line Clearance Tree Trimmer In Charge Power Line Clearance Tree Trimmer Groundperson, Operator, or Apprentice 2-1/2 Ton Enclosed Dump Truck Self Feed Chipper	2,000	\$ _____	\$ _____	\$ _____	\$ _____
Total for Announcing at Bid Opening (low submittal will be based on evaluation per Section 4.16)						\$ _____

Note – Sales tax does not apply to electrical utility directed tree trimming services as defined in WAC 458-20-226 Rule 3f

2ND YEAR ESCALATION:	Escalation percentage for contract 2nd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3.	%
3RD YEAR ESCALATION:	Escalation percentage for contract 3rd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3.	%
4TH YEAR ESCALATION:	Escalation percentage for contract 3rd year , to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. Per Section 4.04.2 – This single one year contract extension may be considered subject to mutual agreement per the same contract terms and conditions.	%



PROPOSAL PRICING SHEET – ADDITIONAL PERSONNEL ITEMS

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

<u>Item #</u>	<u>ADDITIONAL PERSONNEL ITEMS</u> (Section 4.01.7F.1)	<u>COST PER HOUR</u> <u>REGULAR TIME</u>	<u>COST PER HOUR</u> <u>OVERTIME</u>	<u>COST PER HOUR</u> <u>STORM RATE</u> (Section 4.02.3A)
1	Power Line Clearance Tree Trimmer – In Charge	\$ _____	\$ _____	\$ _____
2	Power Line Clearance Tree Trimmer	\$ _____	\$ _____	\$ _____
3	4 th Step Apprentice	\$ _____	\$ _____	\$ _____
4	3 rd Step Apprentice	\$ _____	\$ _____	\$ _____
5	2 nd Step Apprentice	\$ _____	\$ _____	\$ _____
6	1 st Step Apprentice	\$ _____	\$ _____	\$ _____
7	Tree Equipment Operator	\$ _____	\$ _____	\$ _____
8	Tree Trimmer Ground-person	\$ _____	\$ _____	\$ _____
9	Trackhoe Mower with operator & Ground-person	\$ _____	\$ _____	\$ _____
10	ISA Certified Arborist w/ Transportation (See Section 4.01.7G)	\$ _____	\$ _____	\$ _____
11	Flagger (Not to include travel time per Section 4.12.1)	\$ _____	\$ _____	\$ _____
12	2 Person Spray Crew w/ Transportation	\$ _____	\$ _____	\$ _____



**Specification PT24-0244F
Power Line Vegetation Clearance Crews**

PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS

<u>Item #</u>	<u>ADDITIONAL EQUIPMENT ITEMS</u> <u>(Section 4.01.7F.2)</u>	<u>COST PER HOUR</u> <u>REGULAR TIME</u>
13	50- 55 Foot Articulated Man-Lift	\$ _____
14	60 - 70-Foot Articulated Man-Lift	\$ _____
15	80 - 92-Foot Articulated Man-Lift	\$ _____
16	105 - Foot Articulated Man-Lift	\$ _____
17	150 - Foot Articulated Man-Lift	\$ _____
18	Off-Road (all terrain) 75 ft. maximum working height Man-lift (Bucket Truck)	\$ _____
19	Self-Feed Chipper	\$ _____
20	2-½ Ton Dump Truck	\$ _____
21	Skid Steer Mower w/ Truck & Trailer	\$ _____
22	Hi-Level mobile sign board (traffic control)	\$ _____
23	Trackhoe Mower (item #9) Mobilization (See Section 4.01.7E.5)	\$ _____
24	Trackhoe Mower (item #9) Mobilization Vehicle w/operator (See section 4.01.7E.6)	\$ _____



Specification PT24-0244F
Power Line Vegetation Clearance Crews

PROPOSAL – QUESTIONNAIRE

Please answer the questions below:

BONDING REQUIREMENTS

Can your firm obtain the Performance and Payment Bonds for one hundred percent (100%) of the dollar amount awarded as required in Section 4.07?

YES	
NO	

BUSINESS INFORMATION

1. What are your normal business hours? _____
2. The contractor(s) shall have available to the City a 24 hour on-call number for service notifications. Provide below the on-call phone number for contact outside of normal business hours:

3. State the number of years your firm has been providing power line vegetation clearance in a similar scope to that outlined in this Specification. See Section 4.01.1A for minimum requirements.

	Years
--	--------------

Herewith find deposit in the form of a cashier's check in the amount of \$ _____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**December 17th, 2024**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

Do you have industrial insurance (workers' compensation)
Coverage nor your employees working in Washington?

- Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

- Yes No

If yes, provide an explanation of your
disqualification on a separate page.

Do you have a physical office located in the state of
Washington?

- Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

If not incorporated, in what state was your business
entity formed?

State: _____

Have you completed the training required by RCW
39.04.350, or are you on the list of exempt businesses
maintained by the Department of Labor and Industries?

- Yes No

APPENDIX C

Information Documents

Insurance Requirements

Sample Invoice

Intent – Affidavit Info for On-Call Contracts

Tacoma Power Tree Trimming Standards

Tacoma Power Work Practice W-GR-4030

Permit for Use of City Property

Tacoma Power Service Territory Map

Sample Contract

Sample Payment Bond

Sample Performance Bond



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Other Insurance

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

3.8 Other Conditions

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

Sample Invoice



XYZ Company

PO Box 123
Anywhere, USA 12345
Work Week Ending Date: 12/02/2020
XYZ Crew Foreman: Tom Thumb

Invoice No. 177117
Invoice Date: 12/08/2020
Contract No. 4600005555
PO No. 450033958

DESCRIPTION	HOURS	RATE	AMOUNT
Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self-feed chipper	8	\$200.00	\$1,600.00
Standard Three Person Trimming Crew w/50-55ft man-lift, 2-1/2 ton dump truck and self-feed chipper - minus the Ground person (this hourly rate is less the current billing rate of \$25.00 for a Ground person)	8	\$175.00	\$1,400.00
Line Item #11 ISA Certified Arborist w/Transportation	24	\$100.00	\$2,400.00
Line Item #18 Off-Road (all terrain) 75ft working height Man-Lift	10	\$60.00	\$600.00
		Subtotal	\$6,000.00
		Sales Tax	-
		TOTAL	\$6,000.00

REMIT PAYMENT TO: PO Box 123, Anywhere, USA 12345
Terms: NET 30 Days

INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

- A. One Intent to Pay Prevailing Wages and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State's Department of labor and Industries (L&I) per Article 6 of the General Conditions.
- B. Immediately following the end of all work completed under this Contract, the Contractor, and each Subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the L&I.
- C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.
- D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Ace wage rate) for the same labor classification, the higher of the two shall govern.
- E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the 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 Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.



Tacoma Power Tree Trimming Standards

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

Standards Reference	Description
W-TT-0002	T&D Tree Worker's Inspection of Gear
W-TT-0003	T&D Chipper Safety
W-TT-0004	Line Clearance Tree Worker Electrical Hazards
W-TT-0006	Tacoma Power T&D Line Clearance Tree Trimmer
W-TT-0007	Vegetation Management of Overhead Lines
W-TT-0008	Chainsaw Safety Procedures
W-TT-0009	Ropes and Climbing Equipment
W-TT-0011	T&D Felling Trees
W-TT-0012	Blocking Down a Tree

Scope

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

Introduction

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

Safety

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

Topic	See Page
Pre-climb inspection	2
Equipment	3
Knots	4

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

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

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

Pre-Climb Inspection

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

Climbing techniques

Most commonly used climbing techniques include:

- Foot locking
- Body thrust
- Rope throw
- Climbing spurs
- Pole method

Equipment

All equipment used by tree workers , including climbing gear and tools must conform to applicable safety standards and should not be altered.

Equipment should be inspected according to manufacturer's guidelines.

Climbing saddles

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

Snaps

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

Climbing lines

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

Work positioning lanyards

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

Prusik loops & split tails

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

Knots

A tree worker should be familiar with the knots used in tree work. Part of knowing how to tie a knot is knowing how to dress and set the knot properly

The dressing of the knot is the aligning of the parts; setting it tightens the knot in place.

A climber must know how each of the common knots is used and the advantages and dis-advantages of each knot.

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

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

Bend A bend joins two ropes ends together

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

Common knots used are:

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

Knots that tie two ropes together are known as bends

Scope

Brush chippers can be very dangerous machines. Proper work practices are essential when operating them.

Training should include instruction on daily inspection and maintenance, towing procedures, starting the chipper, feeding brush, and the potential safety hazards involved with operation.

All instructional and warning stickers and labels on the chipper must be in place and legible.

Safety

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

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

Proper Personal Protective Equipment

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

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

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

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

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

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

Employees shall not permit spectators to stand near the machine while feeding brush into the chipper.

Proper Personal Protective Equipment, cont.

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

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

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

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

References OSHA Standard 29 CFR 1910.269

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Scope

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

Safety

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

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

An indirect contact is made when any part of the body touches any conductive object in contact with an energized conductor.

An indirect contact can be made through conductive tools, tree branches, trucks, equipment or other conductive objects, or as a result of communication wires or cables, fences, or guy wires becoming energized.

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

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

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

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Minimum Approach Distance

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

Electrical tools (except those with self-contained power source) must never be used in trees near an electrical conductor when there is a possibility of the power cord contacting the conductor. Tool operators must use tools in accordance with the manufacturer's instructions.

When tool are used aloft, an independent line or lanyard should support the electrical tool. Operators should prevent cords from becoming entangled or coming in contact with water.

Minimum approach distances from energized conductors for qualified Line clearance tree trimmers references can be found in WAC 296-45-325.

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Working in Proximity to Electrical Hazards

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

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

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

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

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

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

While climbing, the line clearance tree worker should climb on the side of the tree that is away from energized electrical conductors while maintaining the required distances shown in Table 2.

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

Rubber gloves with or without leather or other protective covering shall not be considered as providing any measure of safety from electrical hazards.

Line Clearance Tree Worker Electrical Hazards

W-TT-0004

Working in Proximity to Electrical Hazards, cont.

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

Ladders, platforms, and aerial devices, including insulated aerial devices, shall be subject to minimum approach distances in accordance to Table 2, as applicable.

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

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

References ANSI Z133.1-2006
 WAC 296-45-325

Scope

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

Safety

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

Important Facts to Consider

Personal Protective Equipment

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

Approved Safety Belts

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

Clear The Area

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

T&D
Line Clearance
Tree Trimmer

W-TT-0006

**Chipper
Concerns**

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

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

**Mobile
Equipment**

Before backing up any mobile equipment, the operator shall check the rear area of the vehicle. In areas of congestion or obstructed view, a backup alarm or an employee will assist the operator. Maintain appropriate clearances from energized conductors.

Read the equipment manuals; be trained for your job responsibilities; pre-plan – meet and discuss the job to be done with the crew; know the hazards, identify them at the job site and do a walk-around; and know where all members of the crew are located before and during felling and trimming.

Chain Saws

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

Additional Personal Protective Equipment

- Chaps
- Hearing protection
- Eye protection appropriate for additional impact hazard
- Fall protection, as necessary

Contact with Downed Lines and Live Electrical Equipment and Other Utilities

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

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

Falls from Heights

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

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

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

Limit access/set up controlled access zones

- Inspect trees and limbs for structural weakness before climbing or cutting
- Use safe climbing procedures such as breaking or cutting off dead limbs while climbing, placing hands and feet on separate limbs, and limiting shinning distance to 15 feet
- Use safe work procedures to prevent inadvertent cutting of climbing ropes, lanyards, and safety belts or straps

Additional Personal Protective Equipment

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

Use of Aerial Lifts

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

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

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

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

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

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

Additional Personal Protective Equipment

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

Personal Protective Equipment

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

General PPE includes:

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

**T&D
Line Clearance
Tree Trimmer**

W-TT-0006

- References**
- Occupational Safety and Health Administration – OSHA
 - National Institute of Occupational Safety and Health – NIOSH
 - American National Standards Institute – ANSI
 - A300-2001, Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices
 - Z133.1-2000, Pruning, Repairing and Maintaining, and Removing Trees and Cutting Brush – Safety Requirements – Arboricultural Operations Safety

Vegetation Management of Overhead Lines

W-TT-0007

Scope

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

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

Purpose

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

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers shall follow all established safe work practices and work procedures in the performance of assigned tasks.

Contents

This publication contains the following topics:

Topic	See Page
Overhead Clearances	2
Conductor Clearances	3
Pruning Techniques	6
Trimming Plans	7
Vegetation Control	11
Vegetation Zone Management Recommendations	12

Overhead Clearances

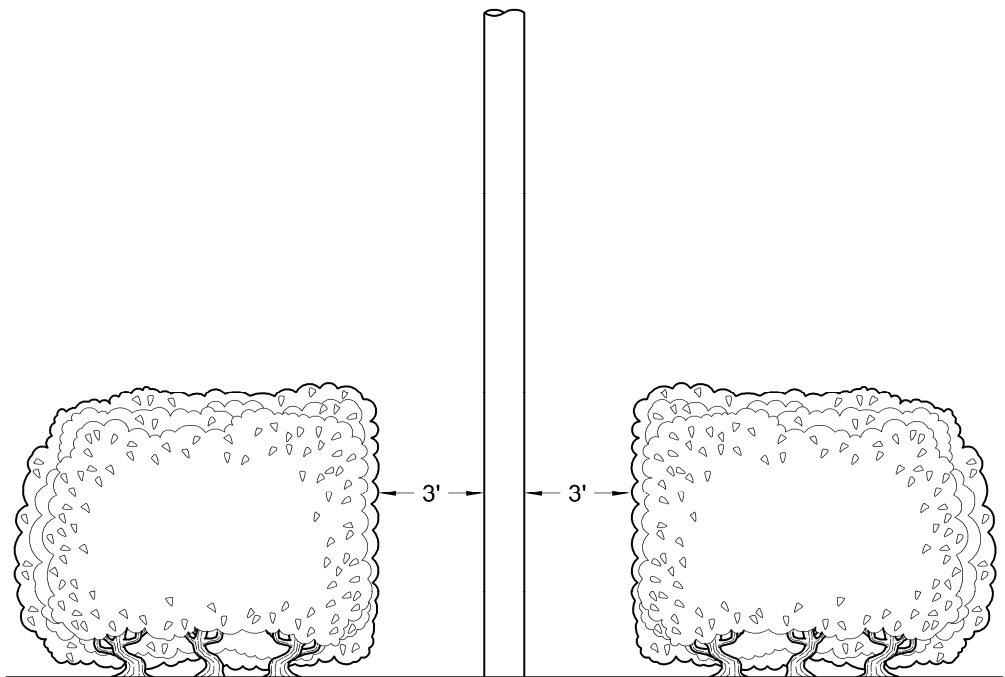
Vegetation trimmed and/or cleared per this standard **shall** follow the minimum clearances listed below.

Climbing Space

In order to ensure safe and usable climbing space for all workers of utilities that have pole attachments all vegetation will be cleared for a minimum of 3 feet from the surface of the pole in all directions. Refer to Figure #1.

Note: Ivy growing on a pole or structure shall be removed when encountered. Ivy is a climbing hazard and may become an electrical hazard if allowed to grow into the electrical utility space.

Figure #1 Climbing Space



Conductor Clearances

From Electrical Conductors

The operating voltage of the conductors determines clearances from the electrical conductors. These clearances are intended to accomplish two primary goals:

- Keep tree limbs from falling onto the conductors which result in outages to our customers and potential damage to equipment.
- Keep non-qualified workers and others far enough from the conductors when in the trees to meet the minimum approach distances set by WAC 296-155 and WAC 296-45.

Refer to Figures #2 & #3.

From Low Voltage Conductors

Tacoma Power trims low voltage conductors (0 to 600 Volts).

Low voltage service conductors (services) that extend to the customer weatherhead on their property are to be trimmed by the customer or their contractor.

Voltage of Conductors	Clearance
0 to 600 Volts	3 to 5 feet

Minimum Horizontal to High Voltage Conductors

Trees and/or limbs shall be trimmed to meet the following minimum horizontal clearances.

Voltage of Conductors (Kilovolts, Phase to Phase)	Horizontal Clearance
601 V to 50 kV	10 feet
51 kV to 121 kV	15 feet

Continued on next page

Conductor Clearances, *Continued*

**Minimum
Vertical from
High Voltage
Conductors**

Tree limbs that extend above the conductors shall be cleared to a minimum clearance as listed below:

Limbs above the minimum clearance shall be cut back in order to support normal snow load, reduce wind whipping, and any other unnecessary hazards.

Voltage of Conductors (Kilovolts, Phase to Phase)	Vertical Clearance
601 V to 50 kV	10 feet
51 kV to 121 kV	<i>No Overhanging Branches</i>

Note: Transmission and distribution feeder conductors may have large variations in sag due to the temperature of the conductors. Additional vertical clearance may be required when the conductors are heavily loaded. If there are questions concerning the sag contact T&D Engineering.

Continued on next page

Conductor Clearances, *Continued*

Figure #2 Pruning Illustration for Distribution

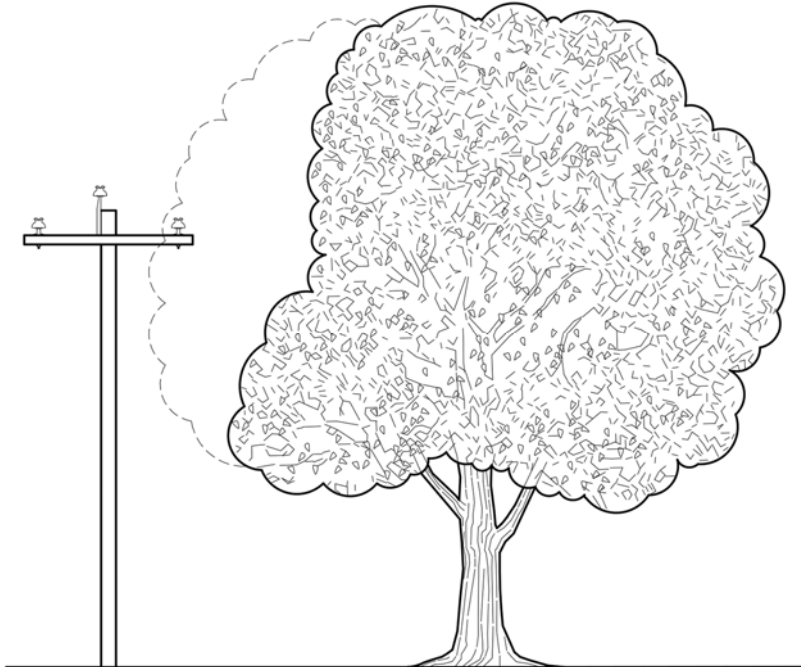
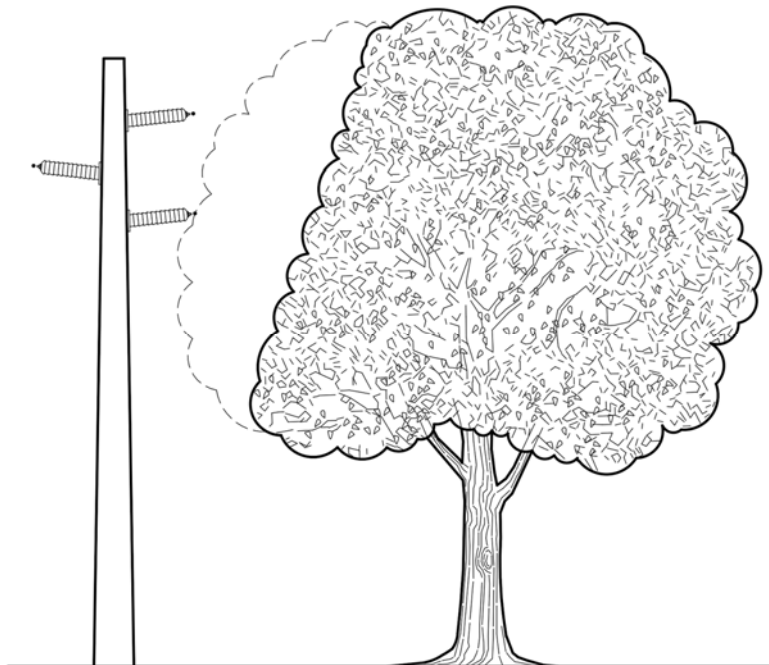


Figure #3 Pruning Illustration for Transmission



Overhead Clearances

Imminent Threat: <i>(Conditions requiring an immediate response)</i> <ul style="list-style-type: none"> • Danger trees • Severely reduced vertical or horizontal clearances 	Immediately notify System Operator of the location and nature of the problem and the potential impact on transmission line.
	Evaluate whether the vegetation can be removed or stabilized without an outage; if so, correct problem as soon as possible.
	Evaluate all other methods of mitigation prior to requesting an unscheduled outage.

Pruning Techniques

Tacoma Power uses the most recent pruning techniques including those shown in the ANSI standards 133 and 300 on tree trimming. This includes the drop crotch pruning techniques.

Undesirable Techniques

The following techniques are not practiced by Tacoma Power.

Technique	Reason
Through or V Trimming	This technique results in trees that are hard to maintain as the trees grow larger.
Pollarding and Shearing	This technique promotes excessive sucker growth.

Trimming Plans

The following portions of this standard describe how trees are trimmed in different circumstances.

General Plan The trimming of trees will follow the criteria below:

- Trees will be trimmed in such methods as to direct new growth away from electrical conductors, poles, and towers.
- When possible trees that will pose continual maintenance or hazard to the electrical facilities will be removed.

Customer Requests At times customers may request specific trimming of trees that are to be trimmed. Tacoma Power will consider such requests; however, the minimum clearances will not be compromised.

Danger Trees Danger trees are trees that are located within falling distance to our power lines and may pose a hazard to the electrical facilities due to tree health, ground conditions, or any other condition that leaves the tree unstable.

When these trees are identified Tacoma Power will notify the owner and work with the owner on a case by case basis to have the trees removed.

Diseased Vegetation Tacoma Power will identify and remove diseased portions of trees during routine tree trimming activities. Limiting the spread of tree disease is a concern of Tacoma Power.

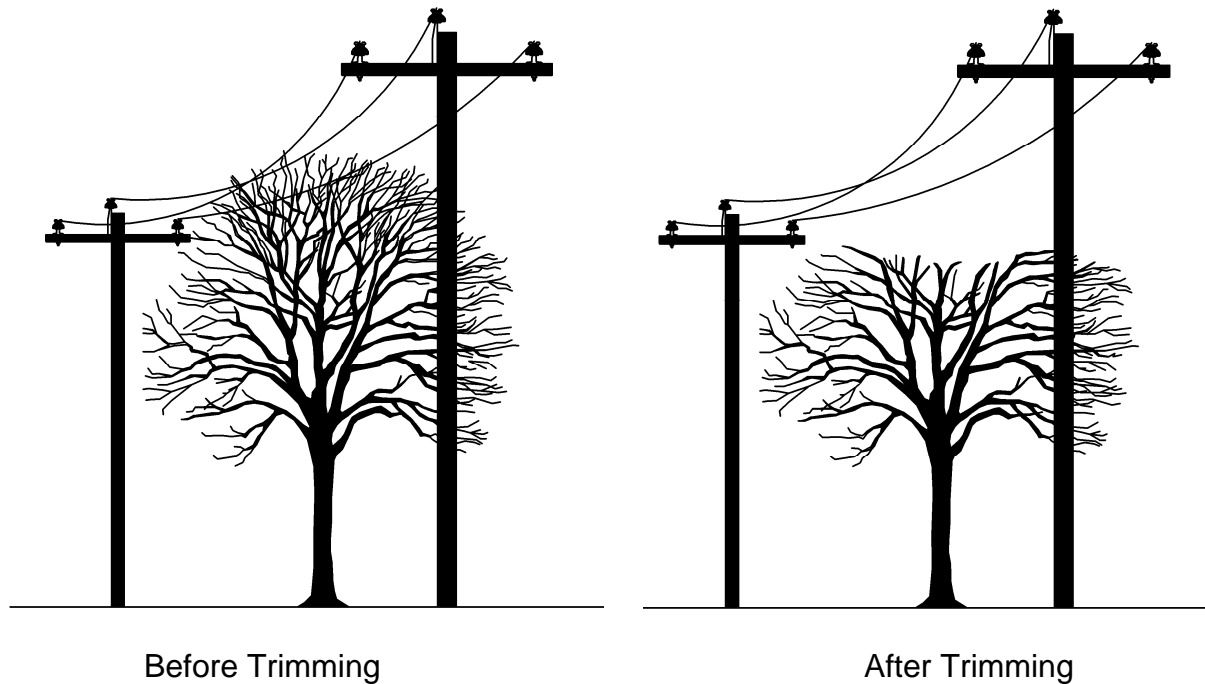
Dutch Elm Disease: Tacoma Power will not plan on trimming Elm trees between the months of March and October to reduce the potential of Dutch Elm Disease.

Crown Reduction or Topping Crown reduction is cutting back large portions of the upper portion of the tree. Crown reduction is often required when a tree is located directly beneath electrical conductors. The main leader or leaders of the tree are cut back to a suitable lateral branch. Whenever possible the lateral branch should be at least 1/3rd the diameter of the leader limb(s) being removed.

Continued on next page

Trimming Plans, *Continued*

Figure #4 **Crowning of Trees**



**Side
Trimming**

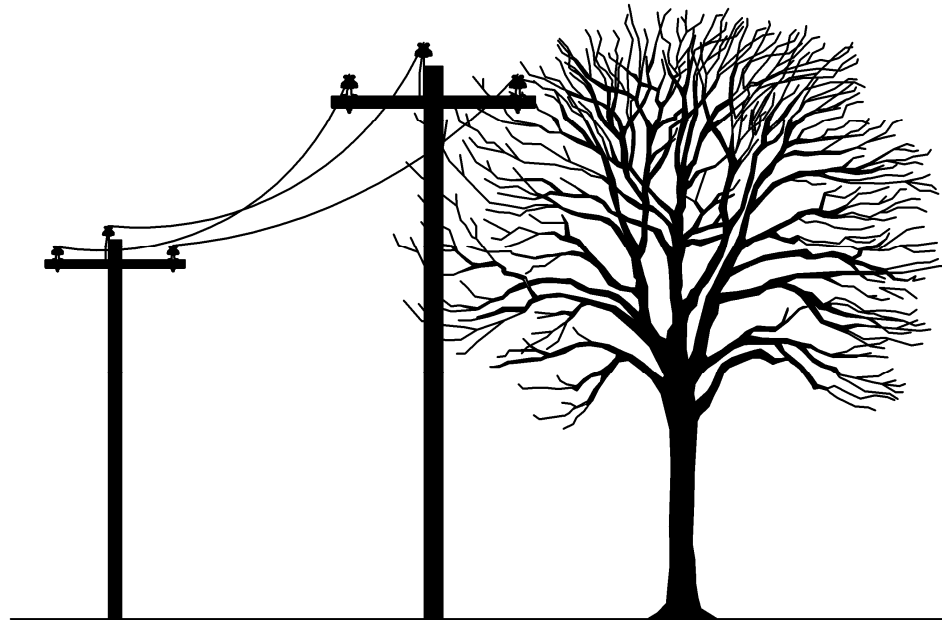
Side trimming is the removal of limbs or portions of limbs that are too close to the electrical conductors from the side. Limbs are removed at a lateral branch at least 1/3rd the diameter. Unsightly notches should be avoided when possible. Balancing the appearance of the tree by trimming branches above, below, and on the opposite side of the tree is encouraged.

Dead limbs above the electrical conductor are removed to reduce the potential of them falling on the electrical conductors. Refer to Figures #5 and #6 for examples.

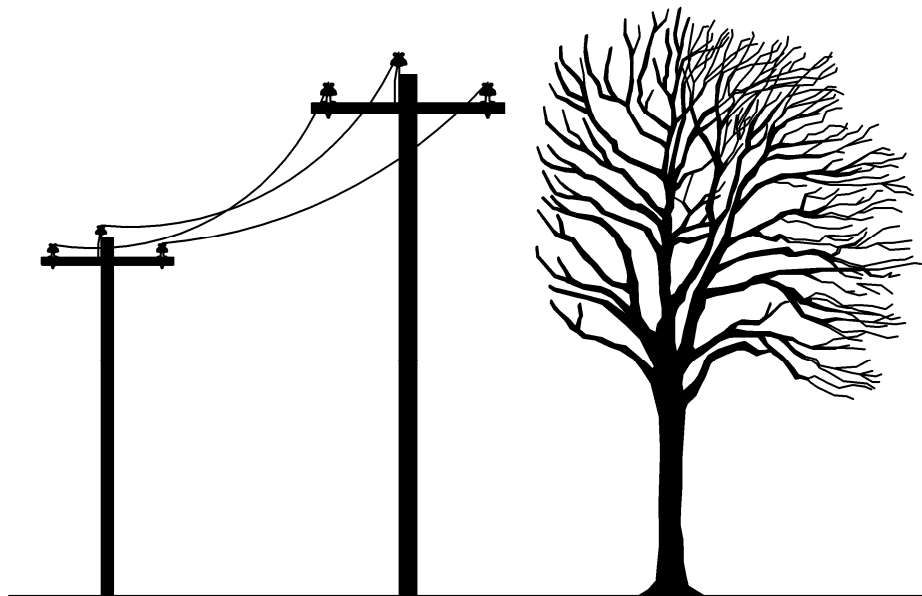
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Trimming Plans, *Continued*

Figure #5 Side Trimming



Before side trimming

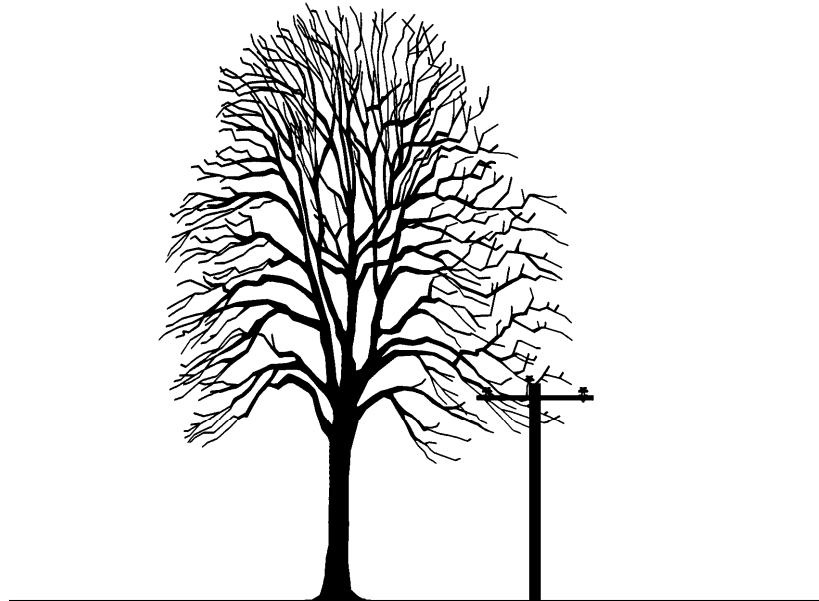


After side trimming

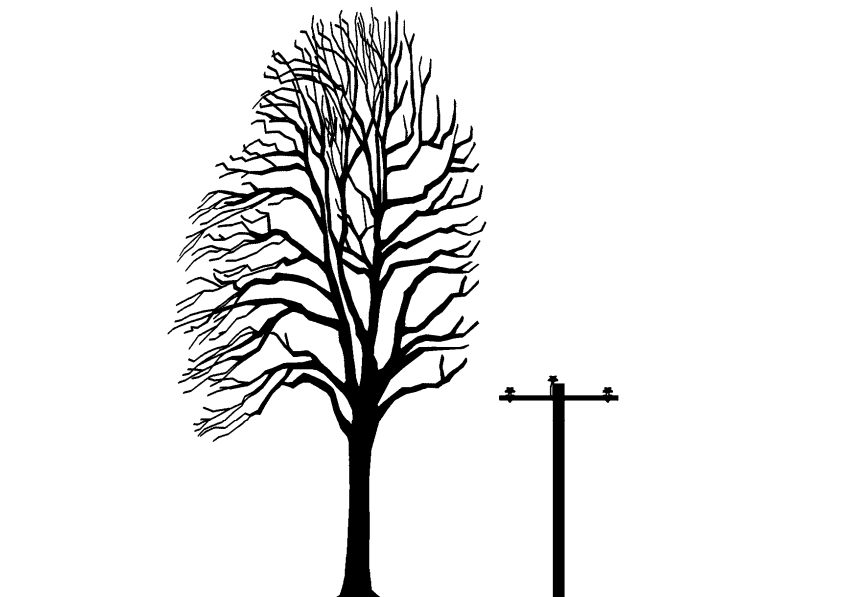
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Trimming Plans, *Continued*

Figure #6 Overhanging branches



Before trimming overhanging branches



After trimming overhanging branches

Vegetation Control

The following methods and techniques may be used to control vegetation growth in and around Tacoma Power's facilities.

Tree Replacement

Trees adjacent to and/or beneath power lines that are likely to become clearance problems within 3 years after trimming are strongly suggested to be replaced by other species of trees.

Tacoma Power will work with the property owners, and/or other agencies to identify the most appropriate species of trees to plant in place of the problem trees. Refer to the following publication for a list of alternative trees to be planted near power lines: **Tacoma Power's Guide for Planting the Right Tree in the Right Place.**

Wetlands & Environmentally Sensitive Areas

Selective trimming or removal of trees within wetlands and other environmentally sensitive areas will only be conducted where a hazard to the power lines has been identified.

Note: Tacoma Power will contact The City of Tacoma Natural Resources Department, Pierce County Department of Public Works, and/or the State of Washington Department of Natural Resources prior to any work within wetland designated areas.

Herbicide Spaying

Herbicides are used to control growth in difficult, selected areas, or in unusual circumstances as determined by the T&D Construction Office. On utility right-of-ways where root stems and sprouts flourish from cut stumps and fallen logs, stump spaying has shown good results.

Note: Caution shall be used when spraying near valuable plants, trees, and maintained properties so as not to affect them. Herbicides will not be used within wetland designated areas.

Growth Regulators

Growth regulators may be used to help extend clearance cycles in difficult areas when appropriate as determined by the T&D Construction Office.

Vegetation Zone Management Recommendations

Vegetation Mowing

When it is environmentally and economically feasible, Tacoma Power may choose to use right-of-way-mowing equipment to clear vegetation adjacent to and under conductors.

This method is typically used in rural transmission rights-of-ways. Figures #7 & #8 show examples of Vegetation Zones associated with Tacoma Power transmission structures and conductors.

Figure #7 Vegetation Zones beneath Monopole

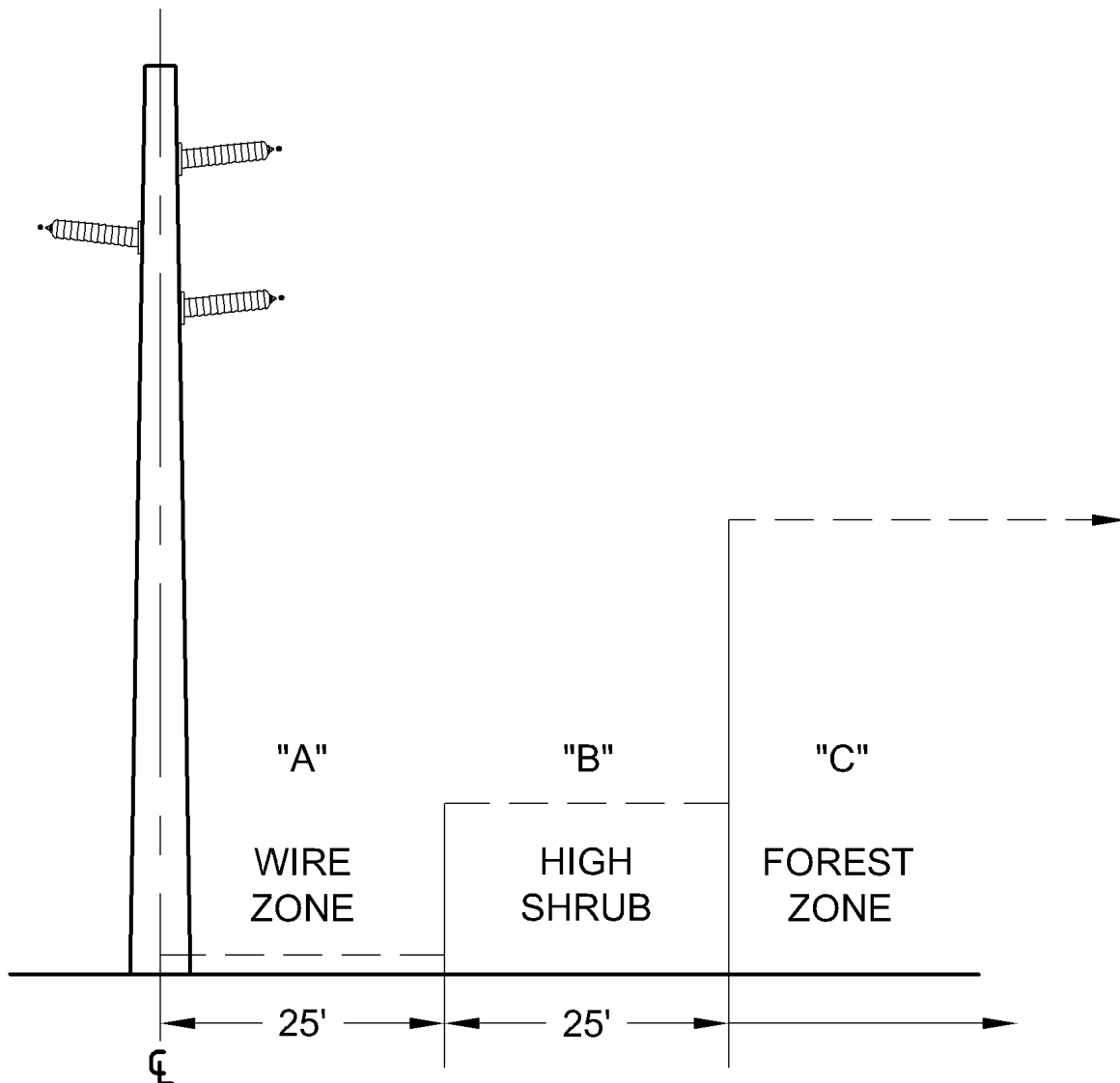
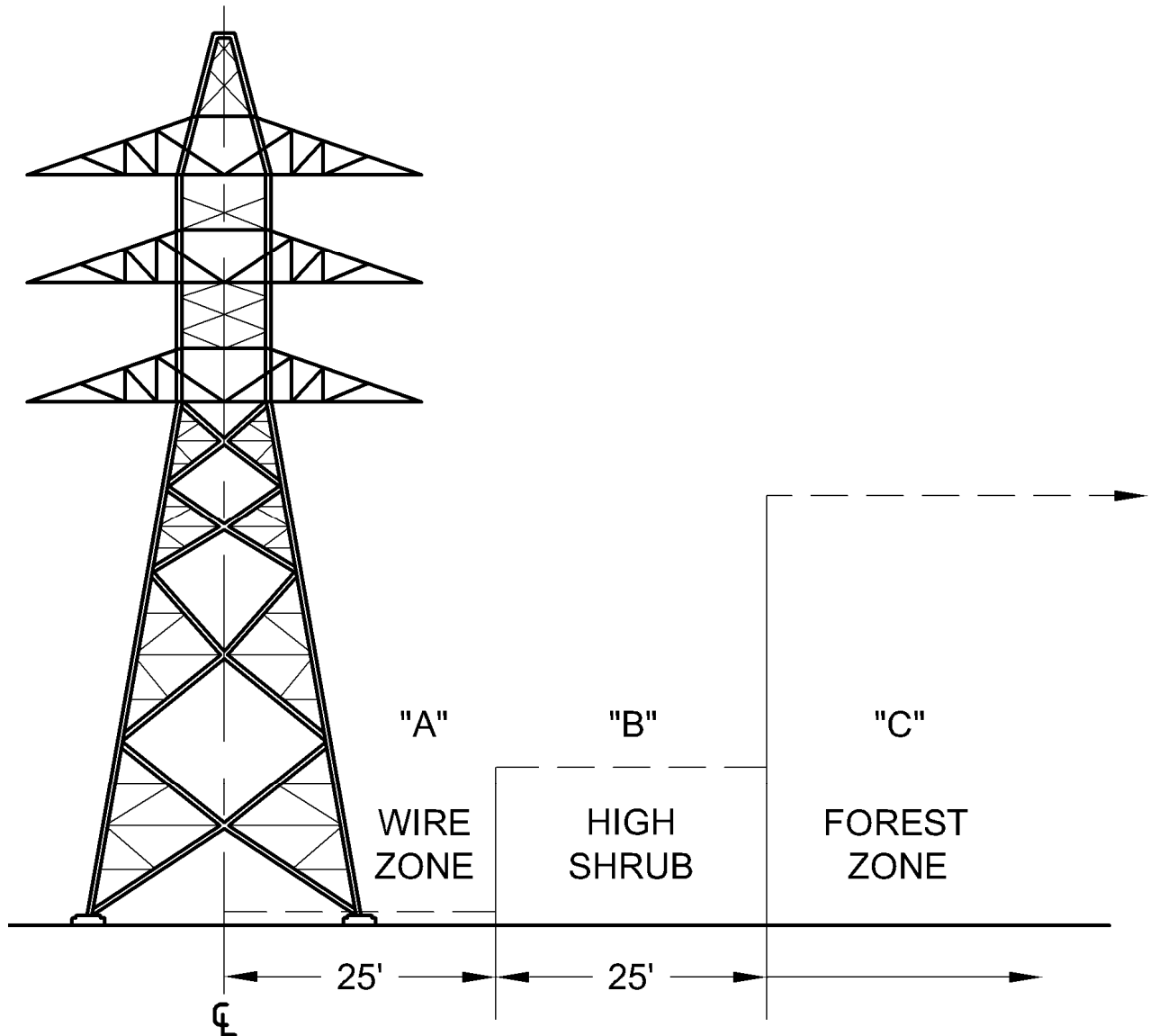


Figure #8 Vegetation Zones beneath Lattice Tower



Vegetation Management of Overhead Lines

W-TT-0007

Vegetation Zone Restrictions The following describes the requirements for each Zone which extends from structure to structure.

Note: Vegetation Zones extend equal distances on both sides of structures and conductors.

Zone		Description	Permissible Vegetation
A	Wire Zone	The area extending from center of the structure outward 25 feet on both sides	This working zone shall be kept clear of all tall brush and trees. Periodic mowing of this area is essential.
B	High Shrub	That area extending 25 feet beyond the Wire Zone	Vegetation material in this zone will consist of tall shrubs and small tree-types.
C	Forest Zone	The area beyond the High Shrub Zone <i>(This area may be outside of the established ROW)</i>	Larger trees, shrubs, some snags, and heavier vegetation are permitted. However, trees and vegetation in this area will be monitored for uprooting, leaning, or hazardous tree conditions and will be removed if they pose a hazard to the transmission line.

New Techniques Tacoma Power will continue to pursue new techniques for controlling vegetation around its facilities.

Chainsaw Safety Procedures

W-TT-0008

Scope

Hand and portable powered tools must be maintained in serviceable condition.

Each tool must be used and maintained according to the manufacturer's requirements.

The hand and portable powered tools shall be used only for purposes for which it was designed.

The cutting edge of each tool should be sharpened according to manufacturer's specifications whenever it becomes dull during the workshift.

Each tool should be stored in the provided location when not being used at a worksite.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers using hand and portable powered tools during the course of assigned tasks shall be properly trained in its usage and shall follow all established work practices and procedures in the performance of assigned tasks.

Topic	See Page
Chainsaw Procedures	2-3
Safety Clothing & Equipment	4

Chainsaw Safety Procedures

W-TT-0008

Chainsaw Procedures

Chainsaw operators shall inspect the saw before each use to assure that all handles and guards are in place and tight, that all controls function properly, and that the muffler is operational.

Chain saw operators shall follow manufacturer's instructions on operation and maintenance.

Power saws weighing more than 15 pounds that are used in trees shall be supported by a separate line, unless the work is performed from an aerial lift

When starting a chainsaw, it shall be placed on or against a solid support and the area cleared of all co-workers.

The operator shall grip the saw with both hands during the entire cutting operation.

Chainsaw operators shall, when necessary, clear the immediate area around their work to make certain that brush will not interfere with either the saw or the operator.

All chainsaws shall be equipped with "dead man" controls, so the control cannot lock in the "on" position.

Stop a chain saw

The chainsaw engine shall be stopped for the following reasons:

- When working on any part of the chain or cutting bar.
- While the saw is being moved from one location to another, including being carried up into the tree.
- While the saw is unattended.

A gasoline driven chainsaw engine shall be stopped when being refueled.

If gasoline is spilled on the chainsaw during fueling, it shall be wiped off before the engine is started.

Chainsaw Safety Procedures

W-TT-0008

Chainsaw Procedures continued

Chainsaws shall not be started within 10 feet of a fueling area.

A gasoline driven chainsaw shall not be used above shoulder level or at a distance that would require the operator to relinquish a safe grip on the saw.

Employees shall not approach a chainsaw operator within the reach of the saw while the saw is in operation.

An employee shall never hand a pneumatic or hydraulic pruner or saw to another employee unless it is disconnected or shut off.

Chainsaw brake

Always make sure the chain brake is functioning and capable of stopping the chain in the event of kickback. The hand guard must be in good condition. a good chain brake has a centrifugal clutch that will activate the brake by impact only, even if the hand guard is not activated.

Throttle lock

The lock on the top of the rear handle must be functioning and not taped down or broken to prevent unintentional acceleration of the saw from incidental contact with fingers or sticks.

Chain catcher

This protection at the rear of the chain must be in place to guard against chain that is thrown off of the bar from contacting the gas tank or your arm.

Bolts and handles

Bolts and handles should be checked before operation to ensure that they are tight.

Chainsaw Safety Procedures

W-TT-0008

Safety Clothing & Equipment

All chain saw operators must wear:

- hard hat
 - eye protection
 - hearing protection
 - leg protection that is UL listed (Chaps) unless in elevated position
 - boots with cut resistant material
-

Ropes and Climbing Equipment

W-TT-0009

Scope

It is the intent of this work practice standard to help assist the Tacoma Power Transmission & Distribution Line Clearance Tree Trimmer and Arborist in the performance of their daily task as a reminder to work smarter and cautiously when working aloft and on trees .

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and Arborists shall follow all safe work practices and established work procedures in the performance of their daily task.

Work Practices

A visual hazard assessment, including a root collar inspection, shall be performed prior to climbing, entering, or performing any work in a tree.

A second line clearance tree trimmer, arborist or other worker trained in emergency procedures shall be within visual or voice communication during arboricultural operations above 12 feet.

Climbing lines used in a split-tail system and split-tails shall be terminated with an eye splice or a knot that interfaces approximately with the connecting link that it is attached to. The termination knot selected shall remain secure under normal loading and unloading. When using a carabiner without a captive eye, the knot or eye splice shall cinch in place to prevent accidental opening and/or side-loading of the carabiner.

Line clearance tree trimmers and arborist shall inspect climbing lines, worklines, lanyards, and other climbing equipment for damage, cuts, abrasion, and/or deterioration before each use and shall remove them from service if signs of excessive wear are found.

Ropes and Climbing Equipment

W-TT-0009

Line clearance tree trimmer and arborist saddles and lanyards used for work positioning shall be identified by the manufacturer as suitable for tree climbing.

Saddles and lanyards used for work positioning shall not be altered in a manner that would compromise the integrity of the equipment.

Hardware used in the manufacturer of saddles shall meet the hardware material, strength, and testing requirements outlined in ANSI 359.1.

Climbing lines shall have a minimum diameter of $\frac{1}{2}$ inch and be constructed from synthetic fiber, with a minimum breaking strength of 5400 pounds when new. Maximum working elongation shall not exceed 7 percent at a load of 540 pounds.

Climbing lines shall be identified by the manufacturer as suitable for tree climbing.

Exception

In arboricultural operations not subject to regulations that supersede Z133.1, a line of not less than $\frac{7}{16}$ inch diameter may be used, provided the employer can demonstrate it does not create a safety hazard for the climber and the climber has been trained in its use. The strength and elongation ratings of the line selected shall meet or exceed that of $\frac{1}{2}$ inch arborist climbing line.

Prusik loops, split-tails, and work-positioning lanyards used in a climbing system shall meet the minimum strength standards for arborist climbing lines.

Snap hooks (rope snaps) used in climbing shall be self-locking and self-closing, with a minimum tensile strength of 5000 pounds.

Carabiners used in climbing shall be self-closing and self-locking, with a minimum tensile strength of 5000 pounds.

Carabiners shall be designed to release the load by requiring at least two consecutive, deliberate actions to prepare the gate for opening.

Splicing

Splicing shall be done in accordance with cordage manufacturers' specifications.

All load bearing components of the climbing system shall meet the minimum standards for arborist climbing equipment.

Ropes and Climbing Equipment

W-TT-0009

Equipment used to secure an arborist in the tree or from an aerial lift shall not be used for anything other than its intended purpose.

Exception The arborist climbing line may be used to raise and lower tools.

Rope ends shall be finished in a manner to prevent raveling.

Ropes and climbing equipment shall be stored and transported in such a manner to prevent damage through contact with sharp tools, cutting edges, gas, oil, or chemicals.

Climbing line should never be left in trees unattended.

Line clearance tree trimmers and arborist shall have available a climbing line and work positioning lanyard and at least one other means of being secured while working aloft; for example, climbing line and a work positioning lanyard.

The climber shall be tied in once the work begins and shall be tied in until the work is completed and he or she has returned to the ground. The climber shall be secured when repositioning the climbing line.

While ascending a ladder to gain access to a tree, the climber shall not work from or leave the ladder until he or she is tied in or otherwise secured.

Hands and feet should be placed on separate limbs, if possible, and three points of contact should be maintained with the tree while climbing.

A false crotch and/or false crotch redirect may be used at the discretion of the climber in lieu of a natural crotch.

The tie-in position should be well above the work area so that the climber will not be subjected to an uncontrolled pendulum swing in the event of a slip.

When a climber is working at heights greater than one-half the length of the climbing line, a figure 8 knot shall be tied in the end of the climbing line to prevent pulling the rope through the climbing hitch.

References ANSI Z133.1-2006

Tree Felling & Bucking

W-TT-0011

Scope

This document addresses many common hazards related to felling and bucking trees which the line clearance tree trimmer may encounter as well as precautions to reduce those dangers.

Introduction

The hazards of line clearance tree trimming can be great and, in many cases, result in serious injury or death. Contact with overhead power lines, being struck by fallen tree sections, and faulty or defective equipment increase the dangers associated with tree removal.

Workers must maintain a constant awareness of the work being performed as well as any changes occurring in their surroundings. The methods described in this document are useful to anyone involved with tree removal in the course of their work.

Safety

Tacoma Power Transmission & Distribution Line Clearance Tree Trimmers and workers shall follow established safe work practices and work procedures while performing tree maintenance and felling trees.

Job briefing

A job briefing must be held prior to the start of work and anytime significant changes to the work occur which might affect the safety of the workers.

Topic	See Page
Felling	2
Bucking	4
Kickbacks	6
Wedges	7

Tree Felling & Bucking

W-TT-0011

Felling

Felling is the process of causing standing trees to fall either through cutting or some type of mechanical means such as knocking over with equipment. It is inherently dangerous work and safe practices must be observed to minimize risks. The following guidelines can assist in keeping the worker and others in the area safe.

Size up work site

Examine the work area taking note of hazards and other factors affecting the work including:

- location of nearby trees
- lean of the tree to be cut
- tree decay or rot
- wind force and direction
- rocks near cut area
- loose material in branches and on the ground
- nearby structures
- overhead conductors
- other personnel in the area
- slope of the ground
- escape route obstructions

Identify hazardous trees

Be especially aware of trees which pose additional hazards and require additional caution such as:

Widow makers

Trees with broken or dead limbs or dead trees hung up in other trees that may fall during the cut.



Spring poles

Saplings or branches that are bent and held under tension by another tree. If the spring pole is cut or the other tree is removed from it, the sapling can snap up with a tremendous force and cause serious injury.



Co-dominant stems

A tree with two or more main stems of about the same size that emerge from the same location on the trunk. Joints at co-dominant stems are more susceptible to failure.



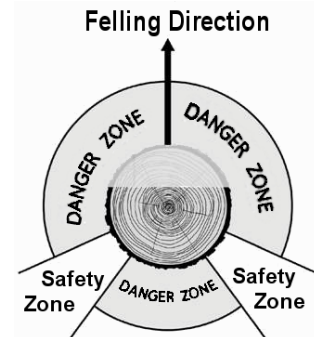
Tree Felling & Bucking

W-TT-0011

Felling (cont.)

Identify escape route

Before felling a tree, identify the direction the tree will fall and plan an escape route. The preferred escape route is 45 degrees on either side of a line drawn opposite the intended direction of the fall. Clear obstructions along the escape route and use this path once the cut has been completed and the tree has committed to the fall.



Making the cut

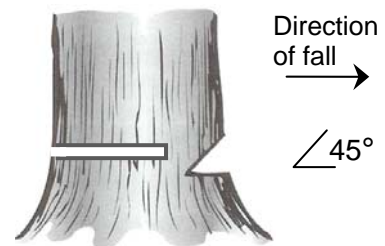
Before making the first cut, ensure the area in the direction of the intended fall is clear of structures or personnel. Be aware of the wind direction and mindful it could change unexpectedly. If another worker is felling a tree nearby, the distance between the workers must be at least two tree-lengths of the trees being felled.

Notches

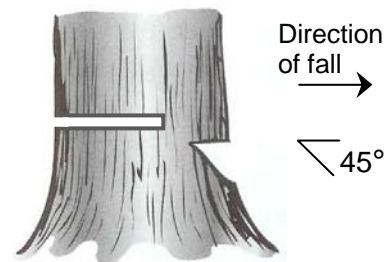
Determine the appropriate cut to make. Notching must be made on all trees greater than five inches (5") in diameter at breast height when felling whether saw cut or pushed over by mechanical means.

The three common notches for directional felling are:

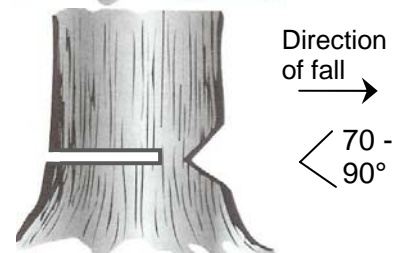
Conventional notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut above it creating a notch of approximately 45 degrees.



Humboldt notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut below it creating a notch of approximately 45 degrees.



Open face notch cut into the side of the tree facing the intended direction of fall. It consists of two cuts creating a notch greater than 70 degrees.



Tree Felling & Bucking

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Felling *(cont.)*

Ensure all necessary and required safety equipment is worn prior to starting the chain saw. Stand with feet well braced and begin the first cut of the face cut a depth of one-quarter to one-third the diameter of the tree on the side where it is to fall. Complete the notch with the second cut making sure the ends of the cuts meet.

Back cut Make a horizontal back cut on the opposite side one to two inches above the apex of the notch to create a hinge. (If cutting an open face notch, make the back cut even with the notch angle) Slow the chain as the saw approaches the notch. Do not allow the back cut to penetrate the hinge area.

Remove the saw and insert wedges into the back cut. Finish the felling by tapping the wedges into the cut causing the tree to fall in the direction of the notch. Call a warning such as "timber" to others in the area as the tree begins to fall.

Shut the saw engine off and use the predetermined escape route to move away from the falling tree to a safe area.

Bucking

Bucking is the process of sawing trees or limbs into smaller more manageable sections once they are on the ground. Because of the possibility of unseen hazards hidden in timber on the ground, additional precautions must be taken to ensure worker safety.

Prior to bucking, ensure the saw's chain brake is functioning properly.

General guidelines Trim the limbs from the opposite side keeping the tree stem between the sawyer and the chain saw.

Never make cuts with the saw between your legs or straddle the limb to be cut.

If working on a hill, stand on the uphill side unless side binding would cause the cut log to release uphill. Work towards the top.

Use extra care when cutting small trees. Trees four to five inches in diameter can usually be felled with one cut. Watch for bounce backs and limbs.

If the saw becomes pinched or bound, begin a new cut on the opposite side or use a wedge. Make all cuts at top speed on full throttle.

When bucking a tree use caution to ensure the chain does not hit the ground. Striking the ground with chain can damage and dull the chain, create sparks resulting in fires, cause the operator to lose control of the saw, and other undesirable consequences.

Tree Felling & Bucking

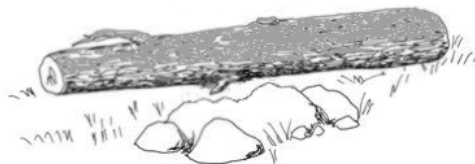
W-TT-0011

Bucking *(cont.)*

Prior to bucking Depending on where a felled tree comes to rest, it may be subjected to directional forces, or binds. Before bucking the tree, walk the entire length and evaluate it for possible hidden strains and loading. Trees resting against large rocks or standing trees may have stored energy in the form of lateral forces. Those on uneven ground or resting on objects may have top, bottom, or end binding. These binds determine bucking techniques and procedures which require added caution when cutting.

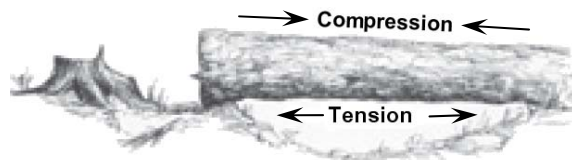
Binds The types of stresses resulting from the binds are compression, where the wood fibers are pushed together, and tension, where the fibers are being pulled apart. Identify the binds affecting the log and make the first cut through the compression side and the final cut on the tension side. Beware of hidden branches under the log which will affect binding. Multiple stresses may be present in the same log along its length.

No binding When the trunk is supported along its entire length, make cuts from the top (called over buck) one-third the diameter of the log deep, the entire length of the trunk. When this is completed, roll it over and make the final cuts.



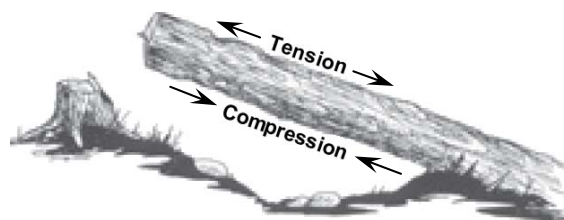
A log resting unobstructed on level ground has no binding and experiences little tension or compression.

Top bind When the log is supported from both ends (top bind), cut one-third the diameter from the top (over buck), then complete the cut by cutting upward from the underside (under buck) to meet the first cut.



The tension area is on the bottom of the log. The compression area is on the top.

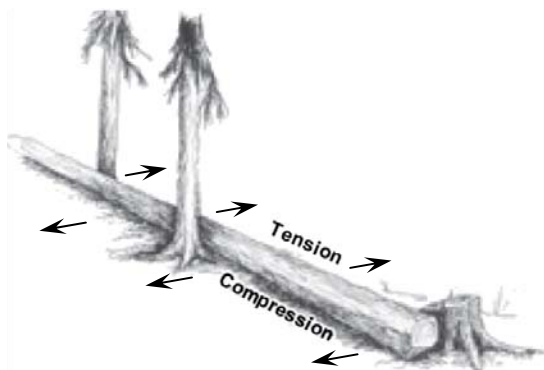
Bottom bind When the log is supported on one end (bottom bind), make the first cut (under buck) one-third the diameter, then complete from topside by over bucking the upper two-thirds to meet the under buck.



The tension area is on the top of the log. The compression area is on the bottom.

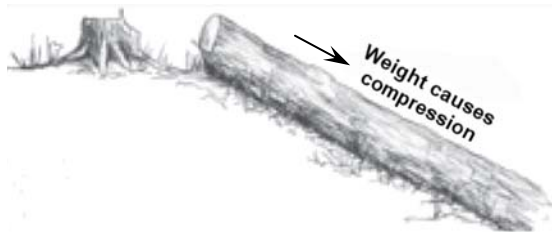
Bucking *(cont.)*

Side bind This is a particularly hazardous situation as the amount of tension and the distance the log will travel when the tension is released is unknown. Identify pivot points and direction the log will move when the pressure is released (tension side) and cut from the opposite side. Use standing trees as protection from the moving log. Remove a pie-shaped section from the compression area, and then make the release cut in the tension area.



Pressure is exerted sideways on the log. This can occur when the tree falls between multiple fixed points or is still attached to the stump.

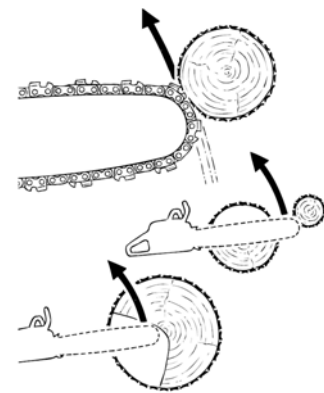
End bind Cut from the top down, inserting a wedge as soon as possible. Finish by cutting down from the top. Watch the wood chips to make sure that the chain is not cutting in the dirt (look for dark chips).



Weight compresses the log's entire cross section, often as a result of a downhill slope.

Kickbacks

Kickback occurs when a chain tooth near the nose of the bar catches on a solid object, if the saw is incorrectly used to begin a plunge or boring cut, or if the tip becomes pinched in the cut. These conditions can cause the chain to catch and violently throw the saw up and back towards the operator often resulting in serious or fatal injuries.



Tree Felling & Bucking

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Kickbacks *(cont.)*

The risk of kickback can be reduced in the following ways:

- Hold the saw firmly with both hands.
- Grip the top handle with the thumb wrapped around it.
- Use a saw equipped with chain-brake or kickback guard.
- Watch for branches that can pinch the chain.
- Do not pinch the bar while in the log cut.
- Saw with the lower part of the bar, close to the bumper, not the top near the nose.
- Maintain high saw speed when entering or leaving a cut in the wood.
- Keep the chain sharp. Dull teeth are more likely to catch.
- Cut only one piece at a time.

Do not reach above shoulder height to cut trees or branches with the saw. This position reduces control over the saw and places the chain too close to the face,

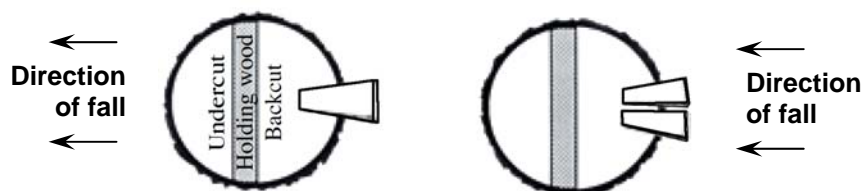
Wedges

Wedges are designed to assist in the felling and bucking of trees and are generally made of wood, plastic, or a soft metal such as aluminum. Hard metals such as steel or iron are not used in the event the chain strikes the wedge resulting in severe chain damage.

Uses Wedges may be used any time the possibility of sitback or binding of the saw exists but the saw chain must be stopped if there is a danger of driving the wedge into it.

Wedges should be used in case the lean was incorrectly established, to counter the effects of the wind, or the sawyer intends to fell the tree in a direction that differs from the tree's natural lean. Two wedges are typically used in these cases and are positioned parallel to the intended direction of the fall.

Proper positioning



When the final cut is up to the proper depth for felling the tree, remove the chain saw. Shut the chain saw off and move it back to a safe position. Then tap the wedges with a sledge or maul to fell the tree.

Blocking Down A Tree

W-TT-0012

Scope

This standard covers the process for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, trees, etc. or are under their own tensions, strains, and forces.

Introduction

Work should be done by trained professionals.

Workers shall do a hazard analysis and develop a work plan that addresses all recognized hazards.

To assure the highest level of safety, it is imperative that employees carefully inspect downed trees for any visible strains in the horizontal, vertical, or lateral directions, in addition to inspecting for rotational forces. This inspection is best done from various angles and distances.

If it is determined that there is a risk due to forces and strains, a plan that identifies those risks shall be used.

Safety

Safety is an important part of any job; this is especially true when working in, on, or near trees and poles with the ever-present threat of unknown tensions.

Tacoma Power's Transmission & Distribution Line and Line Clearance Tree Trimmers shall follow and adhere to all established work practices and safe work procedures.

Topic	See Page
Blocking Down A Tree	2
Recommended Best Practice	3
Figures 1-3	4-6

Blocking Down A Tree

W-TT-0012

BLOCKING DOWN A TREE

Tensions, strains, and forces are a considerable hazard on any work site. To ensure safe work practices, employees shall adhere to the following steps for safely removing trees that are either causing tensions, strains, and forces on power lines, communication lines, poles, etc. or are under their own tensions, strains and forces.

In some cases the removal of a tree leaning into the power lines and/or communication cables may be removed by blocking down the tree, ultimately reducing the tension gradually.

Blocking down a tree is a process of removing a tree from the butt end in pieces, and letting gravity and/or tension clear the tree off.

Blocking Down A Tree

W-TT-0012

Best Practice Method

The following is a recommended best practice:

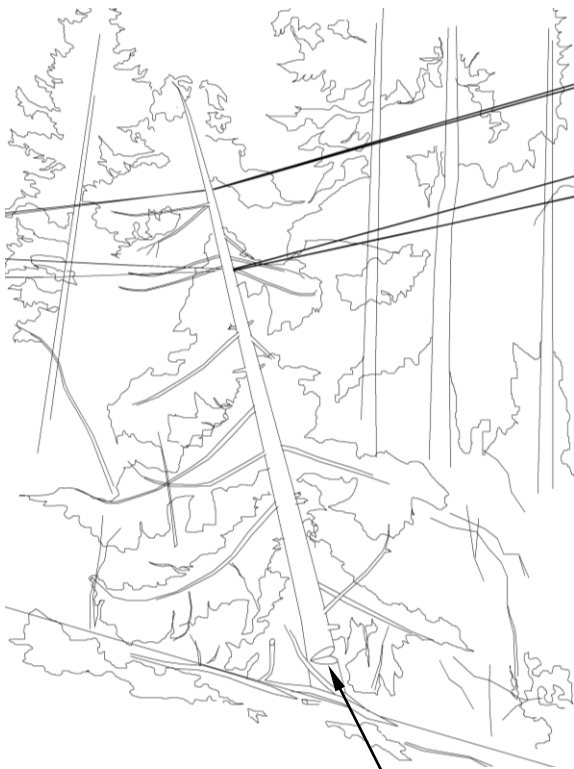
Step	Action
Note:	When working in an area where tension may be present in the downed power or communication lines, employees shall evaluate the work site and attempt to identify any and all hazards such as structural damage (i.e. adjacent poles, towers, property, and trees), tension and forces placed on remaining lines, electrical hazards, and tree hazards.
1	If a clearance is needed, employees shall follow the procedures outlined in the Red book.
2	Whenever employees must be positioned in the bite, risks need to be minimized through proper rigging techniques. A safety line shall be placed over the conductor, messenger or guy and used as a hold down device that can be relieved under tension. Every effort should be made to avoid being in the bite. Every effort must be made to avoid snap back or shock loading when load is removed.
3	When possible, the crew shall remove brush from the top of the tree, cutting branches as close to the trunk as possible, to improve visibility. Employees shall make every effort to identify when additional restraint is needed in addition to the blocking.
4	Whenever possible, the crew shall tie a tag line in the tree just below the conductors to help guide and control the tree after blocking has begun.
5	Additional references can be found in work practice W-GR-9001 (Working with Strains on Lines) .



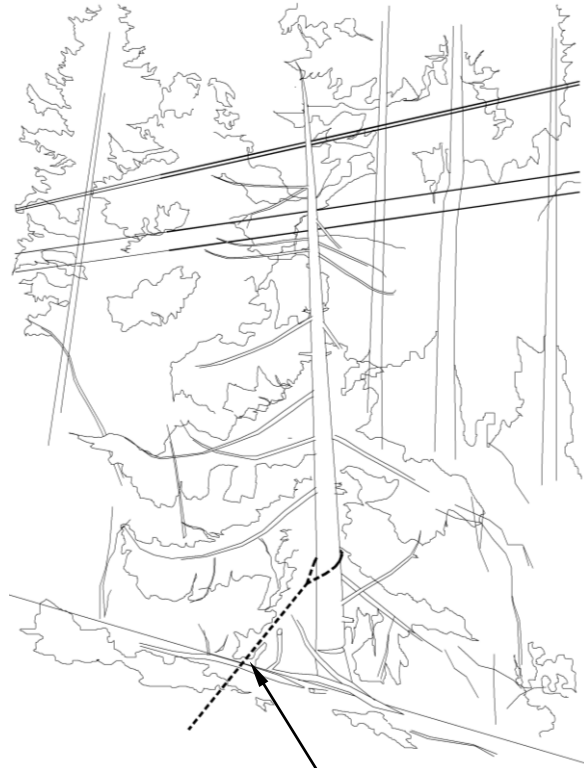
Blocking Down A Tree

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Figure 1a, b



**Trunk cut to relieve
line strain**



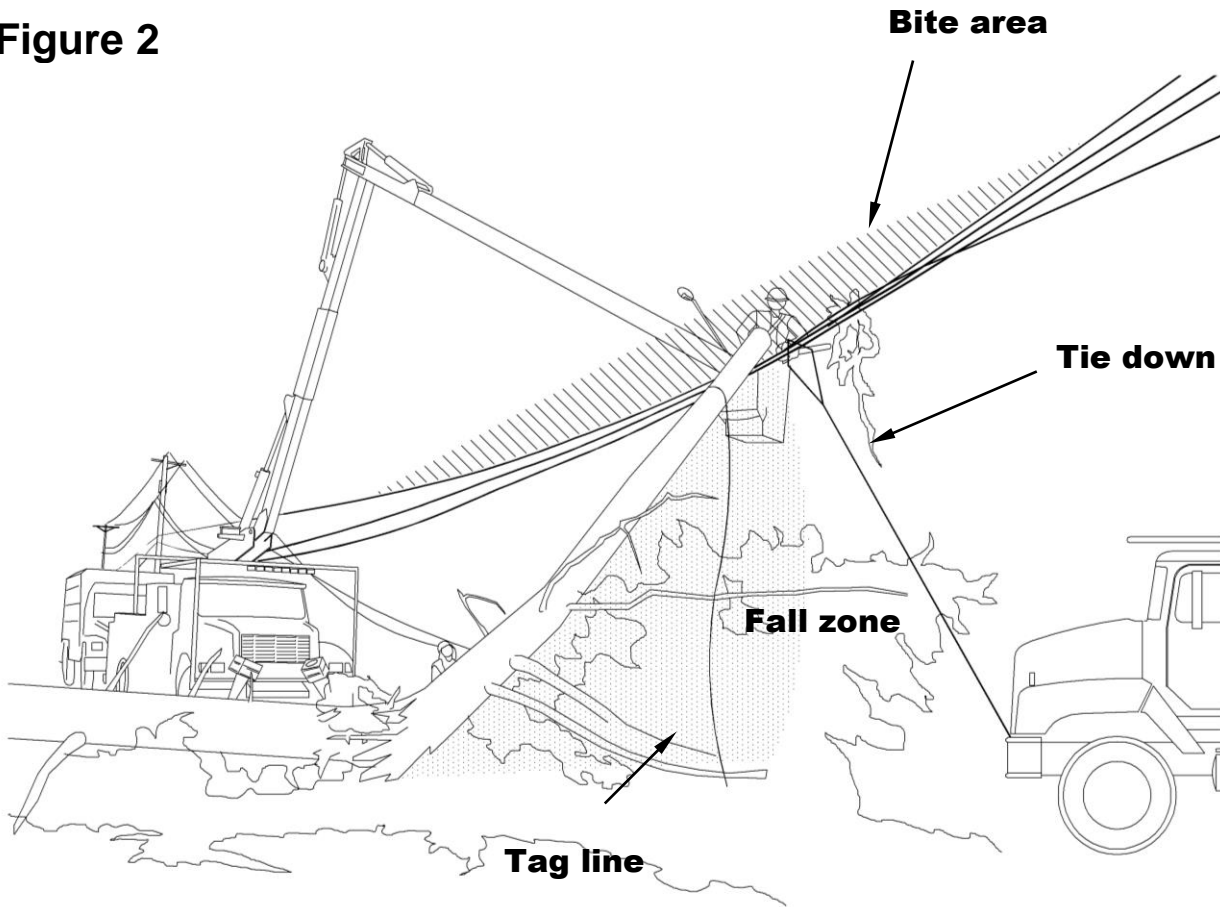
**Tag Line may be
used**



Blocking Down A Tree

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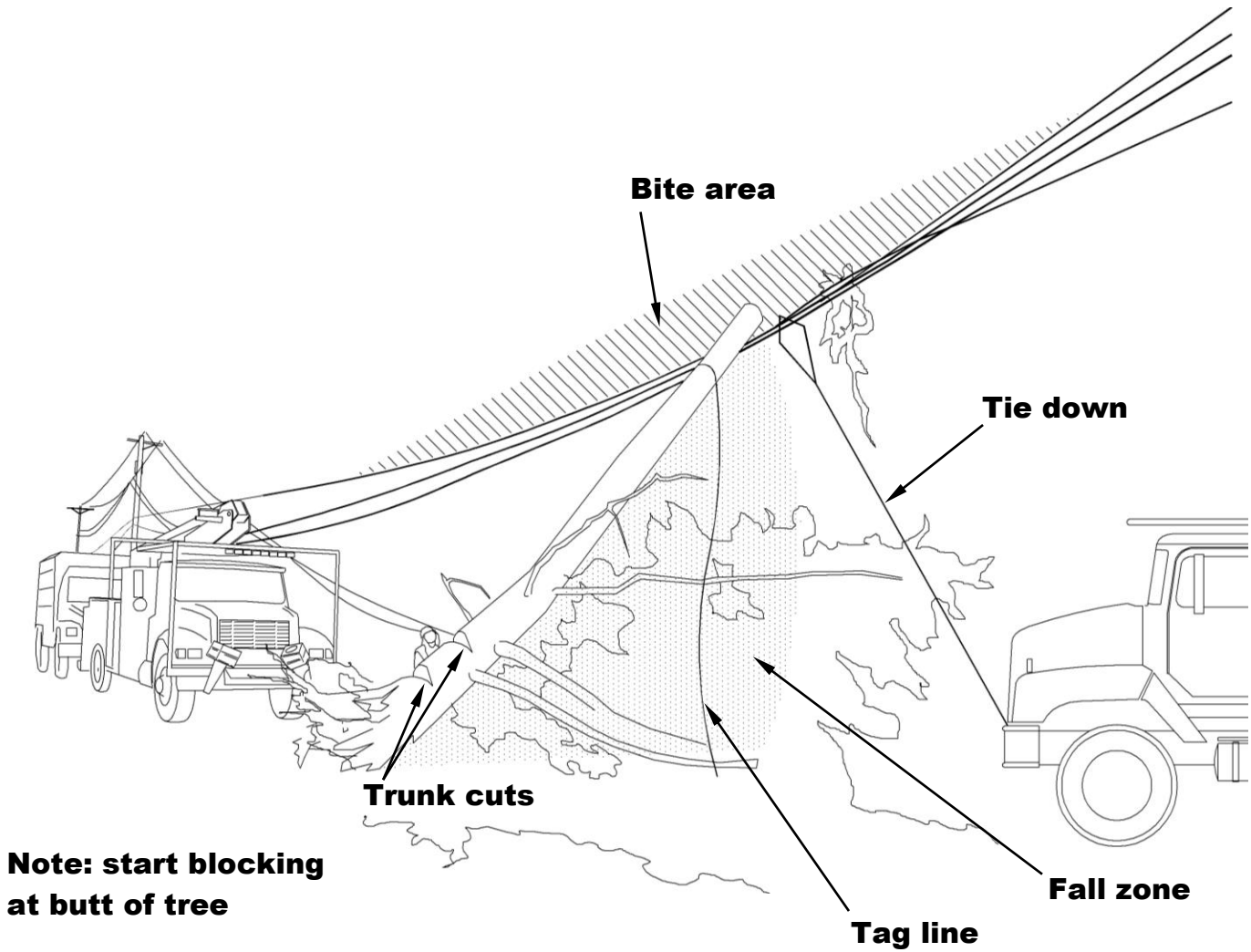
Figure 2



Blocking Down A Tree

W-TT-0012

Figure 3



Scope

This work practice documents the estimated arc flash hazard for various voltage classes and locations in the Tacoma Power system and summarizes the use of flame resistant (FR) clothing.

Arc Flash Hazard & Boundary

Arc Flash Hazard Explained

- Arc flash hazards are where second degree burns are likely to occur to exposed skin during an arc flash and is measured in calories per square centimeter (cal/cm^2) (The measurement of heat transferred to a person's skin from an arc flash. A $2 \text{ cal}/\text{cm}^2$ exposure can cause second degree (blister) burns).
- An arc flash hazard exists only while **work is being performed** on energized lines and equipment as listed in the tables of this Work Practice.

Arc Flash Boundary Explained

- At the time that an arc flash hazard exists, those employees within 15 feet of the arc flash hazard, or within a walk-in or climb-in vault or metal-clad substation switchgear (or in the immediate vicinity of an access point), must be in the same level of protection as the worker(s) performing the work.
-

Reclosing & Relaying

Reclosing

- Where available and applicable, reclosing must be tagged **off** and instantaneous overcurrent relaying must be enabled while performing work as listed in the tables of this Work Practice.
- Reclosing can be **on** or **off** when working downstream of a fused portion of the 600A main feeder without any change in the arc flash hazard.
- If reclosing is **on** when performing arc generating activities on an unfused portion of the overhead 600A main feeder, face protection is required.

Relaying

- Reclosing can be **on** when operating gang-operated switches.
 - If it is known that some relaying, such as transformer or bus differential relaying, is out of service, please contact Power System Protection Engineering to determine if a special analysis should be performed.
-

FR Clothing Requirements

Required FR Clothing

- 8 cal/cm² clothing minimum shall be worn as the outermost layer at all times (i.e. dock to dock) by the employees listed in T&D Staff Procedure T&D – 47, Appendix One. A job hazard analysis during the tailgate may determine an arc flash hazard does not exist and can reduce this minimum requirement to allow other clothing to be worn as the outermost layer.
- For arc flash hazards 40 cal/cm² and above, contact the T&D Safety Office for assistance for arc rated clothing and equipment.
- When working within the arc flash boundary, the **outermost layer** of clothing must have an arc rating not less than the estimated arc flash hazard as listed in the tables of this Work Practice.
- Shirt long sleeves must be down, buttoned and cover the wrists while employees are working inside the arc flash boundary.
- Power System Protection Engineering should be contacted for assistance in uncommon or unusual cases not addressed in this Work Practice.

Inner Layers

- Apparel worn under the outermost layer cannot be made from acetate, nylon, polyester, rayon and polypropylene, either alone or in blends, which can increase the extent of injury if the employee is exposed to an arc flash.
- Inner layers must be **completely** covered unless they have an arc rating not less than the arc flash hazard.

Face Protection



- Face protection is required as listed in the tables of this Work Practice. 20 cal/cm² and 40 cal/cm² faceshields are available.

Hand Protection

- Work gloves rated for the estimated arc flash hazard are required.


FR Clothing Care & Laundering

- Clothing and apparel should be kept clean and maintained to ensure its FR properties remain effective.
- FR-rated personal protective equipment shall be inspected before each use. FR clothing with holes, rips, or tears, or has a flammable substance on it shall be removed from service.
- Do not add or apply any material or chemical to FR clothing.
- If any lotion or spray (e.g. suntan lotion, insect repellent, etc.) is applied to the skin, they should be applied and allowed to dry before wearing FR clothing.
- FR clothing must be laundered according to the manufacturer's instructions.

Arc Flash Hazards & FR Clothing

W-GR-4030

Table A Line Worker Arc Flash Hazard Summary

Voltage	Line / Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)	
230kV	Transmission Lines, Substations and Switchyards		3.0	
	Switching @ Cowlitz Substation	✓	8.0	
115kV	Transmission Lines		3.0	
	Substations and Switchyards		4.0	
15kV	UG Distribution Feeders (UN-FUSED portions of 600A main feeder)			
	Hilltop-3 and Stadium-6	✓	10.0	
	Clement, Crescent, Defiance, Elk Plain, Fredrickson, Hawthorne, Hilltop, Huson, Knoble, Nisqually, Stadium, Union, Westgate	✓	8.0	
	UG Feeder - Magnefix Switch Only	✓	20.0	
	All Other Feeders		4.9	
	Equipment on Fused Laterals (UG or OH) <i>Assumed protected by <u>maximum</u> 100T or 125E fuse</i>		2.1	
	OH Distribution Feeders (UN-FUSED portions of 600A main feeder)	See Note Below	4.9 ^[1]	
	Westgate-1 and Westgate-4	✓	6.0	
	Action of Making/Breaking Feeder Tie			
	Overhead Feeder <i>1Ø switching only, i.e. hook-op and in-line switches</i>	✓	13.0	
2.4kV – 4.16kV	Padmount Transformer Secondaries		4.9	
480V	Panels Over 100A, Spot Networks and other exposures	(Tables J and K)		
120V – 240V	Padmount Transformer Secondaries, SSB's		4.0	

^[1] Face protection required if reclosing is ON. The Arc Flash Hazard can be as high as 8 cal/cm² with reclosing ON. Otherwise, face protection is not required.



Table B Substation Arc Flash Hazard, Open Air


Voltage	Line/Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
230kV	Transmission Lines, Substations and Switchyards		3.0
	Switching @ Cowlitz Substation	✓	8.0
115kV	Transmission Lines		3.0
	Substations and Switchyards		4.0
15kV	Collins		3.7
	LaGrande, McChord, US Oil		< 2.0
	Northeast Autotransformer Bank 2 & 3 Tertiary Windings	✓	7.1

Table C Magnefix Arc Flash Hazard


Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
15kV	UG Feeder - Magnefix Switch Only	✓	20.0

Table D 2.4kV – 4.16kV Transformer Secondaries Arc Flash Hazard




Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
2.4kV – 4.16kV	Padmount Transformer Secondaries		4.9
	Olympic Pipeline Bank Secondary		1.3

Table E 120/208/216/240 V Arc Flash Hazard ^[1]

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
120V – 240V	Metal-Clad Switchgear and Motor Control Centers	✓	8.0
	Other Equipment		4.0
	Network Secondaries	✓	4.0

^[1] See 2017 NESC, Table 410-1.

Table F Substation Arc Flash Hazard, 15kV Switchgear

Substation	Face Protection Req'd 	Hazard (cal/cm ²)
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	14.8
Alexander Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	33.1
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	1.9
Blair Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	3.9
Bridgeport	✓	13.4
Browns Point	✓	14.8
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	13.1
Cedar Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	29.0
Clement	✓	7.0
Clover Park	✓	5.4
Crandall	✓	9.2
Crescent	✓	17.0
Croft	✓	9.7
Custer	✓	16.4
Defiance	✓	4.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.4
East F Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	4.7
Elk Plain	✓	14.1
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.9
Fife Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.7
Flett	✓	5.9
Fredrickson	✓	10.9
Gove	✓	7.5
Graham	✓	16.8
Hawthorne	✓	7.5
Highland	✓	7.8
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	19.2
Hilltop Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	41.8
Huson	✓	13.9
Hylebos	✓	6.0
Knoble	✓	8.9
Lacamas	✓	15.8
Lidford	✓	6.5
Lincoln	✓	8.3
McNeil	✓	11.7
Menlo	✓	16.1

Arc Flash Hazards & FR Clothing

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Table F Substation Arc Flash Hazard, 15kV Switchgear (cont.)



Substation	Face Protection Req'd 	Hazard (cal/cm ²)
Milwaukee	✓	2.8
Mountain	✓	2.5
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	21.6
Nisqually Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	44.2
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	15.0
Northeast Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	32.7
Old Town	✓	6.4
Orchard	✓	10.4
Polk	✓	7.8
Portland	✓	10.1
Roosevelt	✓	13.2
Stadium	✓	13.5
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Open)	✓	2.7
Stobehlah Bank 1 or Bank 2 (Low Side Bus-Tie Closed)	✓	5.2
Sunset	✓	9.1
Union	✓	17.6
University	✓	6.2
Wapato Bank 1	✓	8.0
Wapato Bank 2	✓	20.5
Westgate	✓	22.6

Table G Wynoochee Arc Flash Hazard

Voltage	Equipment Type	Face Protection Req'd 	Hazard (cal/cm ²)
34.5kV	Switchgear w/ Generator online	✓	7.0
	Switchgear w/ Generator offline	✓	4.0
13.8kV	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.6
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.4
	Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	11.4

Arc Flash Hazards & FR Clothing

W-GR-4030

Table H Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment

Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm ²)
Alder	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.9
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	12.4
LaGrande	6.6	Arcs in Open Air		2.4
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	7.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	13.5
LaGrande	13.8	Arcs in Open Air		2.3
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	8.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	5.0
Cushman #1	13.2	Arcs in Open Air		1.1
		Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	3.7
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	2.3
		Arcs in Enclosures between the generator and (including) generator breaker – generator <u>online</u>	✓	13.9
Cushman #2	12.6	Arcs in Enclosures between step-up transformer and (not including) generator breakers	✓	11.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	6.1
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	22.4

Arc Flash Hazards & FR Clothing

W-GR-4030



Table H Generation Arc Flash Hazard, 6.6kV – 13.8kV Line/Equipment (cont.)

Plant Location	Voltage (kV)	Exposure	Face Protection Req'd 	Hazard (cal/cm ²)
North Fork	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	1.0
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	0.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	1.7
Mayfield	13.8	Bank 1/Units 42-44, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	12.4
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	11.0
		Bank 1/Units 42-44, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	51.0
		Bank 2/Unit 41, Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	5.0
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	3.7
		Bank 2/Unit 41, Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	16.9
Mossyrock	13.8	Arcs in Enclosures between step-up transformer and (not including) generator breaker	✓	22.8
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>offline</u>	✓	10.5
		Arcs in Enclosures between generator and (including) generator breaker – generator <u>online</u>	✓	117.5 Arc Flash Boundary = 23 feet

Arc Flash Hazards & FR Clothing


W-GR-4030

Table J 480V Panels and Spot Networks Arc Flash Hazard, Over 100A

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm ²)	
External Link Boxes for Network Protectors	Generic	✓	4.0	
Northeast Substation Station Service Panels over 100A	Northeast Sub – (5758T)	✓	9.3	
Northeast Substation Station Service Panels over 100A	NE Sub – Bank 2 Tertiary	✓	1.1	
	NE Sub – Bank 3 Tertiary	✓	1.3	
Oil Processing and Storage Facilities Panels over 100A	Southwest Sub	✓	17.8	
	Northeast Sub	✓	16.5	
Network Protectors St. Joseph Hospital	Face Protection Required 	Hazard (cal/cm²)		
		Working Distance^[1] 24"	Working Distance^[1] 36"	Working Distance^[1] 48"
Utility Vault	✓	50.9	31.6	20.7
Tower Vault	✓	40.2	23.5	15.4
Vault at Russel Pavilion (NP Banks 3 & 4)	✓	49.9	30.5	19.9

^[1] Working Distance is the distance from the arc to the worker's body, excluding arms.

Table K 480V Other Equipment Arc Flash Hazard (Generic)^[1]

Equipment Type	Location	Face Protection Req'd 	Hazard (cal/cm ²)
Self-Contained Meters and Cabinets ^[2]	Generic	✓	20.0
Metal-Clad Switchgear and MCCs	Generic	✓	40.0
Pedestals, Pull Boxes and Hand Holes	Generic	✓	8.0
Other 480V Equipment	Generic	✓	4.0

^[1] See 2017 NESC, Table 410-1.

^[2] Self-contained 480V meters are assumed 200A or less (CL200) and installed in single-socket meter panel applications. If found installed on a multi-socket panel configuration, Power System Protection Engineering should be contacted to determine arc flash hazard.

Agreement for use of City Property
RIGHT OF ENTRY & USE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2024, (“Effective Date”) by and between **The City of Tacoma, Department of Public Utilities, Light Division** (d/b/a and herein referred to as “Tacoma Power”) and _____, having its principle place of business located at _____ (herein referred to as “Permittee”) for the purpose of establishing Permittee’s rights and obligations pertaining to Permittee’s entry onto and use of real property owned and/or controlled by Tacoma Power.

NOW, WHEREFORE, in consideration of the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Tacoma Power hereby grants Permittee, for the purposes and subject to the terms and conditions set forth herein, the temporary, non-exclusive and revocable right to enter and use the following described land(s) (hereinafter referred to as the “Premises”) located in Pierce County, State of Washington: <<DESCRIBE AREA (i.e. square footage of land, whether vacant or improved, any particular structures Permittee is entitled to use, etc.)>>

Street Address: _____, Tacoma, WA

Parcel No: _____

2. **THIS RIGHT-OF-ENTRY & USE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

A. Purpose: Permittee is entitled to temporarily enter and use the Premises for the sole purpose of staging and mobilization in connection with project work under Contract No. _____, and specifically limited to:

Check all that apply and add appropriate description:

[] Parking of the following vehicles and/or job shack:

[] Storage of the following equipment, materials and/or supplies:

[] Other:

**** NO OTHER USES OF THE PREMIESE IS PERMITTED ****

B. Term: The term of this Agreement is ____ days, commencing on the Effective Date and terminating on _____. In no event shall entry or use under this Agreement extend beyond the termination of Contract No. _____, which ever first occurs. Tacoma Power may, in its sole discretion based on its operational needs or Permittee's breach of the terms and conditions hereunder, cancel and revoke this Agreement at any time upon 15 days prior written notice.

Surrender of the Premises: Permittee agrees that upon cancellation or at termination of this Agreement, Permittee will immediately vacate and deliver up the Premises to Tacoma Power in a condition as good or better than that which existed upon the Effective Date, reasonable wear and tear by the elements excepted.

C. Use Restrictions:

- (1) Permittee shall not use the Premises to park vehicles, store equipment and/or materials, or stage any work other than as strictly required for performance of work pursuant to Contract No. _____.
- (2) Permittee agrees that its use and operations on the Premises shall not interfere with the operations of Tacoma Power. Tacoma Power retains full right to access, use and regulate the Premises at all times. Tacoma Power may, in its sole discretion, immediately suspend Permittee's access and use hereunder in the event of such interference or any other violation of the terms and conditions of this Agreement.
- (3) Permittee shall not assign or sublet the rights and obligations set forth herein in whole or in part.

D. Compliance with All Laws: Permittee agrees to ensure that its employees and agents at the Premises comply with all applicable laws, rules, and regulations of Tacoma Power and of any other applicable federal, state, and local governmental authorities pertaining to the Premises.

E. Site Protection and Security: Permittee acknowledges and agrees that it shall be solely responsible for the security of the Premises and for the protection and loss of all vehicles, equipment, materials and all other personal property located on the Premises pursuant to this Agreement during its Term. Permittee shall not store any hazardous or toxic substances on the Premises.

F. No Tacoma Power Liability for Use of the Premises and Indemnification: This Agreement is made by Tacoma Power without any warranty, either express or implied, regarding the suitability or condition of the Premises. Permittee shall not hold Tacoma Power liable on account of any defect or condition in any part of the Premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its employees or agents.

PERMITTEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS TACOMA POWER, ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITY RELATED TO OR ARISING IN ANY WAY IN CONNECTION WITH THE ENTRY AND USE RIGHTS GRANTED HEREUNDER. THIS PROVISION SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL PERSONAL INJURY (INCLUDING DEATH) AND DAMAGE TO PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF TACOMA POWER, ITS OFFICERS, EMPLOYEES OR AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT. IN THIS REGARD, PERMITTEE HEREBY WAIVES IMMUNITY UNDER TITLE 51, RCW, INDUSTRIAL INSURANCE LAWS, AND ACKNOWLEDGES THAT SUCH WAIVER HAS BEEN MUTUALLY NEGOTIATED.

- G. Damage/fines:** If any action of Permittee, its employees or agents, in the exercise of this Agreement results in damage to the Premises or a spill of hazardous or toxic substances, Permittee agrees, to the fullest extent allowed by law, to reimburse Tacoma Power for the cost of repair, the cleanup costs, and any other fees, fines, and penalties (civil and criminal) imposed on Tacoma Power as a result thereof. This provision is without prejudice to any rights Tacoma Power may have to make a claim under applicable laws.
- H. Enforcement:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Pierce County Superior Court. Washington State Law shall govern. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof. This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by Tacoma Power or its employees that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the Parties hereto have mutually agreed upon the terms and conditions of this instrument, represent and warrant their respective legal authority to sign it on behalf of the entity identified, and have caused it to be executed as below subscribed:

By: _____
Printed Name: _____
Title: _____
Entity bound: _____

Date: _____

By: _____
Representative of Tacoma Power

Approved as to Form:

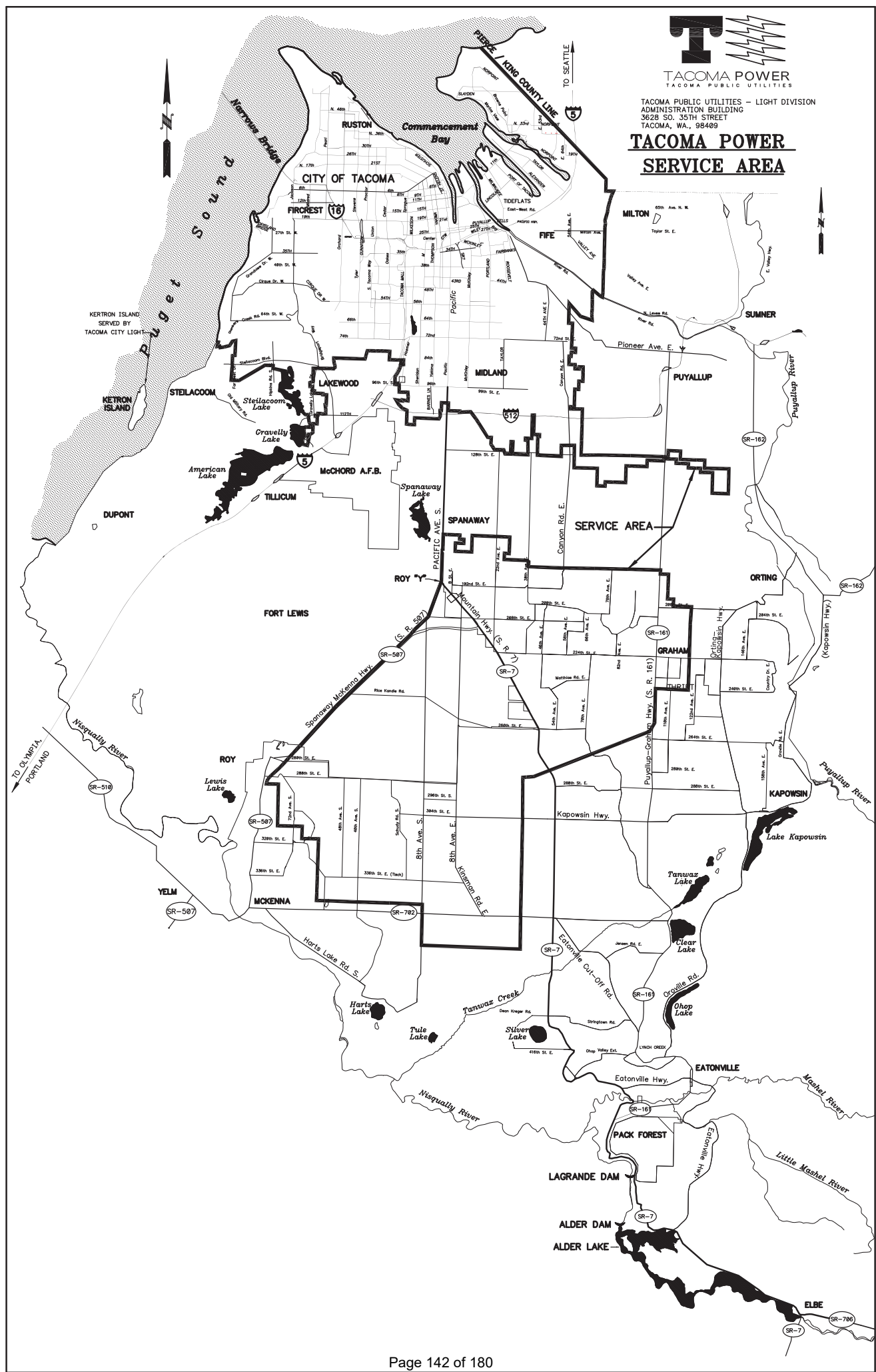
Assistant City Attorney



TACOMA POWER
TACOMA PUBLIC UTILITIES

TACOMA PUBLIC UTILITIES - LIGHT DIVISION
ADMINISTRATION BUILDING
3628 SO. 35TH STREET
TACOMA, WA., 98409

TACOMA POWER SERVICE AREA





Daily Inspection Report



Tree Contractor Daily Inspection Form

Date: _____
 Contractor: _____
 Contractor's Foreman _____
 TPU Inspector: _____
 Total Reg. Hours _____
 Total OT Hours: _____
 SAP Order# _____
 Job Title: _____

Approved: _____
 (Tacoma Power T&D)

Approved: _____
 (Contractor)

Description			
REG	OT	STORM	**Augmented/Contracted Crews**
			Standard Crew with 50' lift
			Standard Crew with 75' lift
			Climbing Crew
			Trackhoe Mower & Operator
			2 Person Spray Crew
			ISA Certified Arborist
			ISA Certified Arborist with Equipment

Description						
ADD			***Add/Deduct Personnel***	DEDUCT		
REG	OT	STORM	<i>From Crew Makeup</i>	REG	OT	STORM
			Power Line Clearance Trimmer			
			Power Line trimmer in charge			
			Apprentice 4th Step			
			Apprentice 3rd Step			
			Apprentice 2nd Step			
			Apprentice 1st Step			
			Tree Equipment Operator			
			Flagger			
			Tree Trimmer Groundperson			
			Other _____			

Description	
ADD	***Additional Equipment***
	<i>Add to Crew</i>
	50-55 Foot Articulated Man-Lift
	60-70 Foot Articulated Man-Lift
	80-92 Foot Articulated Man-Lift
	105 Foot Articulated Man-Lift
	150 Foot Articulated Man-Lift
	Off Road 75ft Max Man-Lift
	Self Feed Chipper
	2 1/2 Ton Dump Truck
	Hi-level Mobile Sign Board

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“Contractor”).

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

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

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

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated to the agency by this action:</i> \$	(viii) Total Amount of Federal Funds <i>Obligated to the agency</i>	(ix) Total Amount of the Federal Award <i>Committed to the agency</i> \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
[\$dollar value], plus any applicable taxes _____, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

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

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

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

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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

Principal: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
\$[dollar value], plus any applicable tax, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. [Enter Spec # Here] _____
Specification Title: [Enter Spec Title Here] _____
Contract No. [Enter Contract # Here] _____

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

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

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

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

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

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

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

Principal: [Supplier name] _____

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____

APPENDIX D

LEAP Requirements Apply To This Solicitation

LEAP Regulations

LEAP Documents



City of Tacoma
 Community and Economic Development Department
 LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT Requirement:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000

2. **APPRENTICE Requirement:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed.**

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, **upon request**, for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP Requirements.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements and Service Contracts related to Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

1.90.030.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.

1.90.030.B

“Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

1.90.030.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.

“Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

“Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering a contract with the City to construct a Public Work or Improvement or provide a service related to a Public Work or Improvement.

1.90.030.D

“Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

1.90.030.E

“Economically Distressed ZIP Codes”* shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the criteria of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

“Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

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

“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.

1.90.030.L

“Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement or related Service Contract, 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).

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

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

“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.

1.90.030.R

“Resident of Tacoma” 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, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

1.90.030.S

“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 or related Service Contract to be performed primarily for the Electrical Utility.

“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 or related Service Contract to be performed primarily for the Water Utility.

“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.”

“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 or related Service Contract by a Contractor.

1.90.030.T

“Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

“Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

1.90.030.W

“Washington State Labor and Industries Prevailing Wage” shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP Requirements.

A. Utilization Requirements.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

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

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

B. Failure to Meet Utilization Requirements.

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 requirements 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 requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

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

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training programs. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the LEAP Coordinator 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 LEAP Coordinator’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 LEAP Coordinator’s LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Requirement Adjustments.

1. LEAP utilization requirements 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 requirements 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 requirement adjustments may not be appealed.

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

2. The methodology of determining the appropriate adjustments to LEAP utilization requirements 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 requirements 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 LEAP Coordinator of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization requirement specified in subsection A1. of this section. The 15% utilization requirement specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The LEAP Coordinator shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the LEAP Coordinator shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and LEAP Coordinator's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

- 1. 15% Local Employment Utilization Requirement**
- 2. 15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590 or leap@cityoftacoma.org
 www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (*optional*): MALE FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprenticeship Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

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

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

- _____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma
- _____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area
- _____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)
- _____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98418
98403	98421
98404	98422
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton