

**Summary of Record of Bid Protest for Specification No.  
PT17-0429F Power Line Vegetation Clearance Crews**

**Heard by Board of Contracts and Awards  
February 14, 2018**

**Before Tacoma Public Utility Board for  
Quasi-Judicial Hearing  
March 14, 2018**

**ISSUE:** Tacoma Power recommended awarding the contract to the second low bidder, Wright Tree Service, Inc., for Power Line Vegetation Clearance Crews after Tacoma Power's determination that the apparent low bid offered by Asplundh Tree Expert, LLC was conditioned with exceptions seeking to amend the language of the solicitation, such that Tacoma Power found the exceptions to be a material deviation which could not be waived, rendering Asplundh's bid non responsive.

Asplundh Tree Expert, LLC submitted a timely protest to the recommendation for award to Wright Tree Service.

The Contracts and Awards Board (C&A Board) heard the protest on February 14, 2018 and concurred with Tacoma Power's award recommendation to Wright Tree Service.

Asplundh Tree Expert, LLC timely requested a quasi-judicial hearing before the Tacoma Public Utility Board.

**CONTENTS OF DOCUMENTARY RECORD OF PROTEST BEFORE C&A BOARD:**

PT17-0429F Power Line Vegetation Clearance Crews;

PT17-0429F Asplundh Tree Expert, LLC bid submittal;

PT17-0429F Wright Tree Service, Inc. bid submittal;

Award recommendation memorandum (a.k.a. "C&A letter"), dated January 31, 2018, from Tacoma Power to the Board of Contracts and Awards;

Vendor notification letter from Patsy Best, Procurement and Payables Division Manager, to Asplundh Tree Expert, LLC dated February 2, 2018;

Vendor notification letter from Patsy Best, Procurement and Payables Division Manager, to Wright Tree Service, Inc. dated February 2, 2018;

Protest letter from Asplundh to City of Tacoma, dated February 5, 2018;

Email from Wright Tree Service, Inc. to City of Tacoma Procurement and Payables Division dated February 5, 2018 confirming Wright Tree Service attendance at the C&A Board meeting of February 14, 2018;

Protest Acceptance letter from Patsy Best, Procurement and Payables Division Manager to Asplundh dated February 6, 2018;

E-mail to Wright Tree Service from City of Tacoma Procurement and Payables Division, dated February 7, 2018 notifying Wright of Asplundh's protest;

E-mail to City of Tacoma Procurement and Payables Division from Asplundh dated February 8, 2018 confirming Asplundh attendance at C&A Meeting of February 14, 2018 for presentation of its protest;

Protest Decision notification letter sent to Asplundh dated February 14, 2018 noting the C&A Board decision to support the recommendation for contract award to Wright Tree Service, Inc.;

Email to Wright dated February 14, 2018 notifying of C&A Board award decision to support the award recommendation;

Letter from Asplundh's legal representation dated February 16, 2018 requesting a quasi-judicial hearing before the Public Utility Board;

Email to Asplundh dated February 28, 2018 noting receipt of request for hearing before the Public Utility Board to be heard on March 14, 2018 at 6:30 PM;

Email to Wright dated February 28, 2018 noting Asplundh's request for hearing before the Public Utility Board to be heard on March 14, 2018.

#### **MINUTES OF FEBRUARY 14, 2018 C&A BOARD MEETING:**

Attached for reference following documentary record.



City of Tacoma, WA

**TACOMA POWER**  
**TRANSMISSION & DISTRIBUTION**  
**REQUEST FOR BIDS**  
**POWER LINE VEGETATION CLEARANCE CREWS**  
**SPECIFICATION NO. PT17-0429F**





City of Tacoma  
Department of Public Utilities / Tacoma Power

**REQUEST FOR BIDS PT17-0429F  
Power Line Vegetation Clearance Crews**

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, January 23, 2018

**Submittal Delivery:** Sealed submittals will be received as follows:

<b>By Carrier:</b> City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 <sup>th</sup> Street Tacoma, WA 98409	<b>In Person:</b> City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35 <sup>th</sup> Street Tacoma, WA 98409
<b>By Mail:</b> City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	<b>Note: This is a change in location for in-person deliveries.</b>

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

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://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 9:30 AM on Thursday, January 11, 2018, in the Auditorium Conference Room, Ground Floor of the Tacoma Public Utilities Administration Building. The address is 3628 South 35th Street, Tacoma, WA 98409. The purpose of the pre-bid meeting is to answer questions about this solicitation and any special or technical requirements, as well as the City's SBE and LEAP goals.

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

**Estimate:** \$4,550,000 plus applicable sales tax.

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Jessica Tonka, senior buyer by email to [jtonka@cityoftacoma.org](mailto:jtonka@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://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 GENERAL INFORMATION**

### **PRE-SUBMITTAL QUESTIONS**

- A. Questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, January 12, 2018**, via email addressed to the Purchasing contact below. Questions received after this date and time may not be answered.
1. Please indicate the specification number and title in the email subject line.
  2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFB.
  3. Questions will not be accepted by telephone or fax.
  4. Questions marked confidential will not be answered.
  5. Individual answers will not be provided directly to Respondents.
  6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
  7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to all questions will be posted on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org) on or about **January 15, 2018**. 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.
- C. The answers are not typically considered an addendum.
- D. To receive notice of the posted answers, you must register as “bid holder” for this solicitation.

Communication	Addressee
For all questions regarding Specification PT17-0429F	<b>Jessica Tonka</b> Senior Buyer <a href="mailto:jtonka@cityoftacoma.org">jtonka@cityoftacoma.org</a> - email


### **REVISIONS TO SPECIFICATION**

- A. All revisions to this specification will be in the form of written addenda, and no oral revision should be relied upon for any purpose. In the event it becomes necessary to revise any part of this RFB, addenda will be issued to registered planholders and posted on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org). Navigate to *Current Contracting Opportunities / Public Works and Improvements Solicitations*, and scroll to this RFB. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.
- B. The information provided during the question and answer timeframe listed above is not typically considered an addendum.

## **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.

<b>The following items, in this order, make up your submittal package:</b>		
1	<b>One original and one copy of your complete submittal package</b> (with original and copy clearly identified).	
2	<b>Signature Page</b> with <u><b>ink signature</b></u> , including acknowledgement of any addenda. <i>This form is intended to serve as the first page of your submittal.</i>	
3	<b>State Responsibility and Reciprocal Bid Information Form</b>	
4	<b>Certification of Compliance with Wage Payment Statutes</b>	
5	<b>Proposal Pricing Sheets</b> (Pages 17-19) The unit/lump-sum prices bid must be shown in the space provided.	
6	<b>Proposal Questionnaire</b>	
7	<b>Contractor's Record of Prior Contracts</b> , per Section 4.01.1A.	
8	<b>List of Equipment</b> , per Section 4.01.7E.1.	
9	<b>Safety Questionnaire</b>	
10	<b>Safety Plan</b> , Submission of a plan per Section 4.09.1.	
11	<b>Equal Employment Opportunity:</b> Bid proposals for contractor labor must include fully completed <b><i>Prime Contractor's Pre-Work Form</i></b> , per Section 1.03 & 4.13.	
12	<b>Bid Bond</b> , in the value of 5% of the contract value per Section 1.04 & 4.01.5.	
13	<b>Retainage Options Form</b>	
14	<b>Invoice Sample</b> , Submission of a sample billing plan per Section 4.17.2D.	



**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 3.05).

(e) **Intent to Pay Prevailing Wage** (Section 3.09B & 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.

## **SIGNATURE PAGE**

### **CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES**

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

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

#### **REQUEST FOR BIDS SPECIFICATION NO. PT17-0429F**

##### **Power Line 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

\_\_\_\_\_  
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.)

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

**CITY OF TACOMA  
FINANCE/PURCHASING DIVISION  
SPECIAL NOTICE TO BIDDERS**

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

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

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - 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 – NOT APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

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

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

## **D. DETERMINATION OF BIDDER RESPONSIBILITY**

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

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 for your employees working in Washington?

☐ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: \_\_\_\_\_

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: \_\_\_\_\_

☐ Not Applicable

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

☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_

☐ Not Incorporated

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

State: \_\_\_\_\_



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (December 12, 2017), 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:

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

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*\* 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.*



**PROPOSAL PRICING SHEET**

<u>Item #</u>	<u>ITEMS</u>	<u>Estimated Hours</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>
<b>A Standard Crew</b>	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	<b>3,300</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>B Extra-Height Crew</b>	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	<b>18,200</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>C Climbing Crew</b>	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	<b>2,000</b>	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total for Announcing at Bid Opening</b>						<b>\$ _____</b>

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

<b>2<sup>ND</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 2<sup>nd</sup> year</b> , 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.	%
<b>3<sup>RD</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 3<sup>rd</sup> year</b> , 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:

<b><u>Item #</u></b>	<b><u>ADDITIONAL PERSONNEL ITEMS</u> <u>(Section 4.01.7F.1)</u></b>	<b><u>COST PER HOUR</u> <u>REGULAR TIME</u></b>	<b><u>COST PER HOUR</u> <u>OVERTIME</u></b>	<b><u>COST PER HOUR</u> <u>STORM RATE</u> <u>(Section 4.02.3A)</u></b>
1	Power Line Clearance Tree Trimmer – In Charge	\$ _____	\$ _____	\$ _____
2	Power Line Clearance Tree Trimmer	\$ _____	\$ _____	\$ _____
3	4 <sup>th</sup> Step Apprentice	\$ _____	\$ _____	\$ _____
4	3 <sup>rd</sup> Step Apprentice	\$ _____	\$ _____	\$ _____
5	2 <sup>nd</sup> Step Apprentice	\$ _____	\$ _____	\$ _____
6	1 <sup>st</sup> 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	\$ _____	\$ _____	\$ _____

**PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS**

<b><u>Item #</u></b>	<b><u>ADDITIONAL EQUIPMENT ITEMS</u></b> <b><u>(Section 4.01.7F.2)</u></b>	<b><u>COST PER HOUR</u></b> <b><u>REGULAR TIME</u></b>
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 PT17-0429F  
Power Line Vegetation Clearance Crews

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**PROPOSAL – QUESTIONNAIRE**

Please answer the questions below:

**SBE QUALIFICATION**

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

<b>YES</b>	
<b>NO</b>	

**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?

<b>YES</b>	
<b>NO</b>	

**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.

	<b>Years</b>
--	--------------

### **CONTRACTOR'S RECORD OF PRIOR CONTRACTS**

A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below. Two (2) years or more of prior experience in this type of work are required per Section 4.01.1A.

<b>Name of Company</b>	<b>Contract Term (Year to Year)</b>	<b>Contract Value (\$)</b>	<b>Contract Reference (Name)</b>	<b>Phone Number / Email</b>	<b>Description of Work Performed</b>
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			



## **SAFETY QUESTIONNAIRE**

#1 Please use your **(2017)** OSHA 300 Log to complete the following information:

Number of non-disabling accidents \_\_\_\_\_

Number of lost workday accidents \_\_\_\_\_

Number of fatalities \_\_\_\_\_

Your company's lost time incident rate \_\_\_\_\_

#2 Average number of employees in your company last year \_\_\_\_\_

Highest number of employees at any one time last year \_\_\_\_\_

Employee man hours worked last year \_\_\_\_\_ Hours

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

2017 \_\_\_\_\_

2016 \_\_\_\_\_

2015 \_\_\_\_\_

#4	Does your company have an accident prevention program/manual that includes an emergency action plan?	<b>Yes</b>	
		<b>No</b>	
		<b>Project</b>	
		<b>Site</b>	
	If so, is it project or site specific?		

#5 The following questions address your safety program:

Does your company have a formal policy concerning safety?	<b>Yes</b>	
	<b>No</b>	
If requested may we obtain a copy of the policy?	<b>Yes</b>	
	<b>No</b>	
Does your company have safety person / officer?	<b>Yes</b>	
	<b>No</b>	
If so, where is this person located on site or at corporate office?	<b>On site</b>	
	<b>Office</b>	
What percentage of the time does this person spend on safety?		%
Does your company conduct on-site safety inspections?	<b>Yes</b>	
	<b>No</b>	
If so, how often?		/ mo
Does your company hold craft "tool box" safety meetings?	<b>Yes</b>	
	<b>No</b>	
If so, how often are they held?		/ mo

#6 The following questions concern your corporate training & programs:

Does your company have an orientation program for new hires?

Yes	
No	

Do you have a training program for newly hired or promoted foremen?

Yes	
No	

Are your employees trained in First Aid and CPR?

Yes	
No	

How often is updated training offered?

Year(s)

What percentage of employees are trained?

%

Do you have a written program for bloodborne pathogens?

Yes	
No	

If so, who is responsible for training?

Name \_\_\_\_\_

Position \_\_\_\_\_

Phone # \_\_\_\_\_

Do you have a substance abuse program?

Yes	
No	

Does your company conduct drug testing?

Yes	
No	

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

Yes	
No	

Signed

Date

Print Name

( )

Title

Phone #

( )

email

Cell Phone#

(Note this questionnaire does not take the place of the safety plan required by this specification in section 4.09.1)







City of Tacoma  
Community & Economic Development  
Office of Small Business Enterprise  
747 Market Street, Room 808  
Tacoma, WA 98402  
253-594-7933 or 253-591-5224

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## PRIME CONTRACTOR'S PRE-WORK FORM

Company Name

Telephone

Address/City/State/Zip Code

Specification Number

Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

### CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

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

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

1. "Heading" the company name and address should reflect the prime contractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-594-7933 or 253-591-5224.

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 \_\_\_\_\_

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## 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_

\_\_\_\_\_

## RETAINAGE OPTIONS

### Request for Bids Specification No. PT17-0429F- Power Line Vegetation Clearance Crews

- A. Complete and return this form with your submittal. If your company is awarded the project, the information below will be used to determine the appropriate contract documents and retainage method.**
- B. As provided for in RCW 39.08.010, a bond is required on any work resulting from this solicitation, provided that on contracts of \$150,000 or less, the contractor may, in lieu of the performance bond and payment bond, elect to have the City of Tacoma retain 10 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later.
- C. Please specify your choice:
- ☐ Performance bond\* and payment bond\* (5% retainage)
  - ☐ Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts \$150,000 or less per RCW 39.08.010)
  - ☐ Bond in-lieu-of retainage\*
  - ☐ Escrow agreement\*

**\*The City's forms must be used. Contractor may not substitute its own forms.**

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Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
  2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
  3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
  4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed, and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
-



## **I. GENERAL REQUIREMENTS**

- A. The City of Tacoma (the City) reserves the right to approve or reject the insurance provided based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance (COI), and/or endorsements. The insurance must be provided by an insurer with a rating of (A-) VII or higher in the A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>), and pursuant to RCW 48, licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus Lines broker).
- B. The Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- C. The liability insurance policies required by this section shall:
  - 1. Contain a "severability of insureds," "separation of interest," or "cross liability" provision.
  - 2. Be primary and non-contributory insurance to any insurance coverage or self-insurance program the City may maintain.
  - 3. Contain a Waiver of Subrogation clause in favor of the City.
  - 4. Other than Professional Liability, reflect coverage on an "occurrence," not "claims-made" policy form.
- D. The Contractor shall provide the City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- E. The Contractor shall forward to the City, a full and certified copy of the insurance policy(s) including endorsements required by this section upon the City's request.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- G. Failure on the part of the Contractor to obtain and maintain the insurance as required by this section shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business day notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to the City by the Contractor upon demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by the City to the Contractor.
- I. For all liability insurance policies required by this Section, the City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities as required by the Contract, shall be named as additional insured(s) by amendatory endorsement, EXCEPT Professional Liability (if applicable), Workers' Compensation, Owners and Contractors Protective Liability, and Railroad Protective Liability.

## **II. EVIDENCE OF INSURANCE**

The Contractor shall deliver a COI and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work to the City. The certificate and endorsements must conform to the following requirements:



- A. An ACORD certificate or a form determined by the City to be equivalent.
- B. Copies of all endorsements showing the policy number and naming the City as an additional insured.
- C. The endorsement is to state that the insurance is primary and non-contributory over any City insurance or self-insurance.
- D. The endorsement is to extend "Products/Completed Operations" coverage to the City as an additional insured.
- E. A statement of additional insured status on an ACORD COI shall not satisfy this requirement.
- F. Any other amendatory endorsements to show the coverage required herein.

### **III. CERTIFICATE REQUIREMENTS SPECIFIC REPRESENTATIONS**

The following must be indicated on the COI:

- A. The City is named as an additional insured ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may carry" ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- C. A Waiver of Subrogation in favor of the City for General Liability and Automobile Liability.
- D. Self-Insured Retention and applicable deductible limits must be disclosed on the COI and be no more than Ten Thousand Dollars (\$10,000).
- E. Contract or Permit number and the City Department.
- F. All coverage other than Professional Liability, Cyber/Privacy and Security, and Pollution Liability must be written on "occurrence" form and not "claims-made" form.
- G. Reflect the existence and form numbers of all required endorsements.

### **IV. SUBCONTRACTORS**

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

### **V. CERTIFICATE REQUIREMENTS FOR COVERAGES AND LIMITS**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. The policies and/or coverages required by this section shall be subject to a deductible or self-insured retained limit up to Ten Thousand Dollars (\$10,000) unless first approved in writing by the City of Tacoma, Risk Management Division.

#### **A. General Liability Insurance**

##### **1. Commercial General Liability (CGL) Insurance**



The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an "occurrence," not "claims-made," basis and shall include the following coverage:

- a. Must use (Insurance Services Office (ISO) form CG0001(04-13) or its equivalent).
- b. A per project aggregate policy limit.
- c. Products Hazard/Completed Operations- for a period of one year following final acceptance of the work.
- d. Personal/Advertising Injury.
- e. Contractual Liability.
- f. Explosion, Collapse, or Underground Property Damage.
- g. Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds).
- h. If Contractor is performing work within fifty (50) feet of a railroad right of way, the General Liability policy shall be endorsed to eliminate the Contractual Liability exclusion pertaining to work within fifty (50) feet of a railroad right of way using ISO form CG2417(10-01) or equivalent.
- i. Abuse and Molestation, by a separate coverage part or an endorsement to the CGL, with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate including but not limited to Contractors working directly with youth under the age of 18. If Abuse and Molestation coverage is provided on a "claims-made" basis, coverage must be maintained for not less than three years following the end of the contract. This may be done by policy renewals or an Extended Reporting Period Endorsement.
- j. Include the City as additional insured and:
  - 1) Use ISO forms CG2010(04-13) and CG2037(04-13) or equivalent for Contractors performing work on behalf of the City and name the City as an additional insured for ongoing and completed operations.
  - 2) Use ISO form CG2012(04-13) or equivalent for Permits and name the City as an additional insured.
  - 3) Use ISO form CG2026(04-13) or equivalent for Facility Use Agreements and name the City as an additional insured.
  - 4) Blanket additional insured provisions within a policy form will not be accepted in lieu of the specific additional insured endorsement forms specified herein. However, a blanket additional insured endorsement providing the equivalent coverage provided by specific additional insured endorsements specified herein, may be accepted upon written approval from City of Tacoma, Risk Management Division.





**B. Commercial Automobile Liability (CAL) Insurance**

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

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

Must use ISO form CA 0001 or equivalent.

**C. Workers' Compensation**

**1. State of Washington Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**D. Employers' Liability (EL) (Stop-Gap) Insurance**

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

**E. Excess or Umbrella Liability (UL) Insurance**

The Contractor shall provide Excess or UL coverage at limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This Excess or UL coverage shall apply, at a minimum, to the CGL, EL and Automobile Liability forms required herein.



**F. 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 the City. The costs of such necessary and appropriate insurance coverage shall be borne by the Contractor.

**VI. CONTRACTOR**

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

**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

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

1.03 – Small Business Enterprise (SBE) Program and Equal Opportunity Employment	4.13 – Small Business Enterprise (SBE) Program
1.14 – Firm Prices/Escalation	4.05.3 – Escalation
2.01 B – Surety Bond	4.07 – Performance Bond and Payment Bond
2.10 – City of Tacoma's Right to Terminate Contract	4.04.3 – Cancellation of Contract
2.13 - Delivery	4.02.3 – Contract Work Times
3.09 B – Prevailing Wages	4.15 – Prevailing Wages
3.13 – Final Payment	5.02 – Final Payment – Contract Retainage

# **GENERAL PROVISIONS**

(Sections 1, 2 &3)

## GENERAL PROVISIONS

(Revised January 17, 2017)

### SECTION I - BIDDING REQUIREMENTS

SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

#### 1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

##### A. Respondent's Proposal

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

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

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

##### C. Filling Out City Proposal Sheets

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

#### 1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

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

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

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

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

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

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

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

**B. ~~Purchase of Goods and/or Services Contracts:~~**

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

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

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

~~➤ **Personnel Inventory Form**~~

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

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

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

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

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

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

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

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

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

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

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

**1.06 CONTRACTOR'S STATE REGISTRATION NUMBER**

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

**1.07 BID IS NONCOLLUSIVE**

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

## **1.08 EVALUATION OF BID**

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

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

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

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

### **C. Insertions of Material Conflicting with Specifications**

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

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

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

## **1.09 WITHDRAWAL OF BID**

### **A. Prior to Bid Opening**

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

### **B. After Bid Opening**

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

## **1.10 OPENING OF BIDS**

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

## **1.11 PUBLIC UTILITY BOARD FINAL DETERMINATION**

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

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

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

## **1.13 TAXES**

### **A. Include In Proposal All Taxes**

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

## **B. Federal Excise Tax**

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

## **C. City of Tacoma Business and Occupation Tax**

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

### **1.14 FIRM PRICES/ESCALATION**

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

### **1.15 AWARD**

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

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

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

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

### **1.16 INCREASE OR DECREASE IN QUANTITIES**

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

### **1.17 EXTENSION OF CONTRACT**

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

### **1.18 PAYMENT TERMS**

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

### **1.19 COOPERATIVE PURCHASING**

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

### **1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION**

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

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



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

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

## **SECTION II - CONTRACT REQUIREMENTS**

### **2.01 CONTRACTOR'S RESPONSIBILITY**

#### **A. Contract Documents**

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

#### **B. Surety Bonds**

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

#### **C. Independent Contractor**

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

### **2.02 CONFLICTS IN SPECIFICATIONS**

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

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

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

## **2.03 INSPECTION**

### **A. Of the Work**

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

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

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

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

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

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

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

## **2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS**

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

## **2.05 INDEMNIFICATION**

### **A. Indemnification**

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to 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 ASSIGNMENT AND SUBLETTING OF CONTRACT**

**A. Assignment**

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

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

**B. Subletting**

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

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

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

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

**2.07 DELAY**

**A. Extension of Time**

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

**B. Unavoidable Delay**

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

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

**2.08 GUARANTEE**

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

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

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

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

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

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

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

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

#### **C. Guarantee Period Extension**

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

### **2.09 DEDUCTIONS FOR UNCORRECTED WORK**

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

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

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

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

~~equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.~~

## **2.11 LIENS**

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

## **2.12 LEGAL DISPUTES**

### **A. General**

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

### **B. Attorney Fees**

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

## **2.13 DELIVERY**

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

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

Legal holidays of the City of Tacoma are:

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

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

## **2.14 Shipping Notices and Invoices**

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

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

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

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

Invoices shall be mailed to:

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

**2.15 Approved Equals**

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

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

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

**2.16 Entire Agreement**

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

**2.17 Code of Ethics**

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

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

## **GENERAL PROVISIONS**

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

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

#### **3.01 RESPONDENT'S DUTY TO EXAMINE**

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

#### **3.02 PERMITS**

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

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

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

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

#### **3.04 TRENCH EXCAVATION BID ITEM**

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

#### **3.05 CONTRACTOR'S INSURANCE**

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



#### **A. Compensation Insurance**

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

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

#### **B. Public Liability and Property Damage Insurance**

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

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

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

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

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

#### **C. Builder's Risk**

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

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

#### **D. Proof of Carriage of Insurance**

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

### **3.06 SAFETY**

#### **A. General**

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

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

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

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

#### **B. Work Hazard Analysis Report**

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

### **3.07 PROTECTION OF WORKERS AND PROPERTY**

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

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

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

### **3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES**

#### **A. Superintendent to Supervise Contractor's Employees**

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

#### **B. Character of Contractor's Employees**

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

### **3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW**

#### **A. Hours of Labor**

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

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

#### **B. Prevailing Wages**

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

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

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

### **3.10 CHANGES**

#### **A. In Plans or Quantities**

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

#### **B. Extra Work**

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

### **C. Extra Work - No Agreed Price**

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for 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. Also, before final payment is made, the Contractor shall be required to:

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

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

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

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

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

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

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

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

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

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

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

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

### **3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE**

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

### **3.16 LIST OF SUBCONTRACTORS**

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid,

the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive, therefore, the bid will be rejected.

## **SECTION IV – SPECIAL PROVISIONS**

### **4.01 – SUMMARY OF WORK**

#### **4.01.1 – 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:

<b>Term</b>	<b>Definition</b>
<b>RESPONDENT / BIDDER</b>	A potential contractor offering a submittal to supply a service in accordance with these specifications.
<b>CITY</b>	The City of Tacoma, Department of Public Utilities.
<b>TPU</b>	Tacoma Public Utilities, Division of City of Tacoma.
<b>SERVICE</b>	The scope of work to be completed under this contract in accordance with these specifications.
<b>SPECIFICATION</b>	This document, detailing the scope of service required.
<b>CONTRACTOR</b>	The Respondent(s) awarded a contract pursuant to these Specifications.
<b>PROJECT MANAGER</b>	Tacoma Public Utility representative administering the project and providing decisions on project work.
<b>RFB</b>	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, 9:30 a.m. PT	January 11, 2018
Questions due, 3:00 p.m. PT	January 12, 2018
Questions and answers posted	January 15, 2018
Submittal deadline, 11:00 a.m. PT	January 23, 2018
Evaluation Finalized	January 30, 2018
Public Utility Board Approval	February 14, 2018

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 Thursday, January 11, 2018, at 9:30 a.m. in the Auditorium Conference room – Ground Floor of the Tacoma Public Utilities Administration Building. The address is 3628 South 35th Street, Tacoma, WA 98409.

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

#### **4.01.5 – BID BOND**

Per Section 1.04 of the General Provisions, each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond payable to the City Treasurer for a sum of five percent (5%) of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit.

#### **4.01.6 – 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 WEB SITE**

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.



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#### **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) groundperson, operator, or Step 1 thru 4 Apprentice

The majority of the personnel and equipment use on this contract will occur within the standard crew items A, B, & C. On occasion, 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 3<sup>rd</sup> or 4<sup>th</sup> 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.

<b>Vehicles, Tools &amp; Equipment</b>	<b>Requirements</b>
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	<ul style="list-style-type: none"> <li>▪ Two saws capable of cutting material up to 48 inches in diameter</li> <li>▪ Two saws for climbing work</li> </ul>
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.

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#### **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 sheet, and if requested by Tacoma Power, shall follow the procedure below:

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

#### **4.01.7E.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.

<b>TABLE 1</b>	
<b>Work Type</b>	<b>General Requirement</b>
Tree Removal	<u>Refer to Tacoma Power Standards:</u> (Included in Appendix "A") 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 K" 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.

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#### **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 J" 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 2.13 and 3.09A 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**

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

<b>Name</b>	<b>Assigned</b>	<b>Position</b>	<b>Contact</b>
Gordon Caudill	Project Manager	Power Supervisor	253-502-8720
Roberta Cox	Contract Manager	Management Analyst	253-396-3156

#### **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 24 month period. A single one-year contract extension may be considered if Tacoma Power finds that it is in its best interest to extend the contract under the same terms and conditions of the original contract. 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 2.10 of the General Provisions, the City shall have the right to cancel this contract upon thirty (30) days written notice to the contractor without cause.



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#### **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 submit a new or supplemental retainage bond securing five percent (5%) of the new contract amount so awarded.

#### **4.07 – PERFORMANCE BOND AND PAYMENT BONDS**

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, excluding sales tax. This is a post award requirement.

The City's bond forms must be used (Appendix "G"). 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 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 value assigned to the extended contract year.

#### **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 terms and conditions within the general 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 “B”. 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 insuring 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 so directed by Tacoma Power the contractor will be responsible for obtaining qualified flaggers. Tacoma Power retains the capacity to provide qualified flaggers for work assigned to contractors.

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

##### **4.12.2 – 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 – SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

This contract is subject to the Small Business Enterprise Program (SBE) of the City of Tacoma. All bidders must complete and submit with their bid the following solicitation forms which are contained in the Bid Proposal documents:

- **Prime Contractors Pre-Work Form**

Contractors/vendors may obtain further information by contacting the City's SBE Program Coordinator, at 253-591-5224 or e-mail at [SBEOffice@cityoftacoma.org](mailto:SBEOffice@cityoftacoma.org). The SBE Office is located in the City's Community & Economic Development Department, Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, Washington 98402.

#### 4.13.1 – SINGLE TRADE DESIGNATION

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

##### 4.13.1A – SBE PREFERENCE

Therefore in accordance with City of Tacoma Municipal Code (TMC) Chapter 1.07 (Appendix “E”) an SBE submitting the lowest responsible bid for a Single Trade contract shall be deemed the lowest responsible respondent, if such bid is not more than **five percent** greater than the lowest bid submitted by any Respondent that is not an SBE.

#### 4.14 – LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP is a City of Tacoma economic development program adopted to provide employment opportunities for City of Tacoma residents on qualifying City funded projects. The program requires the prime contractor or service provider performing a qualifying public works project or service contract to ensure that 15-percent of the total labor hours worked on the project are performed by apprentices approved by the Washington State Apprenticeship Council (SAC) that reside in Pierce County and/or residents of Tacoma. Compliance may be met through any combination of utilizing residents of Tacoma or SAC apprentices on the project. The goal is to establish a means of providing for the development of a trained workforce possessing the skills necessary to fully participate in the construction trades. See Appendix “D” for the complete regulations, forms and maps for the City’s LEAP program.

##### 4.14.1 – LEAP UTILIZATION GOAL

The goal for this project requires that the lesser of at least 15 percent of the total Labor Hours actually worked on the Project, or 15 percent of the Estimated Labor Hours (ELH), are performed by Apprentices residing in the state of Washington and/or employees who are Residents of Tacoma. The ELH for this project is 23,500. 15% of 23,500 labor hours equals 3525 labor hours. The LEAP Utilization Goal for this project is 3525 labor hours. The LEAP Goal Form for this project is included in Appendix “D”.

##### 4.14.2 – FAILURE TO MEET LEAP GOAL

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

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

##### 4.14.3 – ADJUSTMENTS OF LEAP GOAL

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

##### 4.14.4 – CITY OF TACOMA LEAP COORDINATOR

Contractors/vendors may obtain further information by contacting the City’s LEAP Coordinator at 253-591-5826 or e-mail at [leap@cityoftacoma.org](mailto: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**

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 no less than the applicable prevailing rate of wage.

The project work may occur within various Washington Counties.

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

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

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

[www.lni.wa.gov/tradeslicensing/prevwage/wagerates/default.asp](http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/default.asp). These rates shall apply for the duration of the contract.

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. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
- b. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). 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.

#### **4.16 – EVALUATION & AWARD**

##### **4.16.1 – EVALUATED QUANTITIES**

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

##### **4.16.2 – EVALUATION CRITERIA**

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

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



#### **4.16.3 – OTHER FACTORS**

The City may also take into consideration other criteria for determining award. Other elements or factors, whether or not specifically provided for in these specifications, which would affect the final cost to and the benefits to be derived by the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City. (Refer to Section 1.08.)

#### **4.16.4 – AWARD OF CONTRACT**

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

#### **4.16.5 – WORK BY OTHERS DURING CONTRACT TERM**

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

### **4.17 – BILLING PLAN, INVOICING AND PAYMENTS**

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

#### **4.17.1 – MEASUREMENT**

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

#### **4.17.2 – INVOICES**

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

##### **4.17.2A – SUBMISSION OF INVOICES**

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

Tacoma Power  
Gordon Caudill, T&D Supervisor  
P.O. Box 1717  
3628 S. 35<sup>th</sup> St.  
Tacoma, WA 98401-1717

The following shall apply:

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



#### **4.17.2A.1 - END OF YEAR**

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

#### **4.17.2B – PAYMENT OF INVOICES**

Prior to payment the invoices will be reconciled as 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 "I"** for sample of Daily Inspection Report form.

#### **4.17.2B.1 – PAYMENT METHODS**

The City will compensate the Supplier in accordance with the contract. Payment methods include:

1. The City's preferred method of payment is by Visa credit card (aka procurement card). Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
  - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
  - b. 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.
2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
3. Check or other cash equivalent.
4. The City may consider cash discounts when evaluating submittals. See Section 1.18 of the General Provisions.

#### **4.17.2C – CREW TIME SHEETS**

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

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

#### **4.17.2D – BILLING PLAN EXAMPLE**

For the purpose of evaluating submittals, a sample billing plan demonstrating the ability to comply with section 4.17.2A, is requested with the bid documents. (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.

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#### **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.

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#### **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	<p>The Tacoma Power contract administrator generates the General Release documents to be mailed to the Contractor:</p> <ul style="list-style-type: none"> <li>▪ A final acceptance letter from the appropriate Tacoma Power Assistant Manager</li> <li>▪ General Release to the City of Tacoma to be signed by the contractor (attached as Appendix "L")</li> </ul>
2	<p>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 &amp; License Department. The signed General Release is attached.</p>
3	<p>The Tacoma Power contract administrator verifies that the following documents have been completed by the Contractor.</p> <ul style="list-style-type: none"> <li>▪ The contractors Intent to Pay Prevailing Wages form</li> <li>▪ The contractors Affidavit of Wages Paid form</li> </ul>
4	<p>The Tacoma Power contract administrator submits a Notice of Contract Completion form to the following Washington State entities:</p> <ul style="list-style-type: none"> <li>▪ Department of Labor and Industries</li> <li>▪ Department of Revenue</li> <li>▪ Employment Security Department</li> </ul>
5	<p>The Tacoma Power contract administrator must receive releases from the following entities in order to complete the final payment:</p> <ul style="list-style-type: none"> <li>▪ Washington State Department of Labor and Industries</li> <li>▪ Washington State Department of Revenue</li> <li>▪ Washington State Employment Security Department</li> <li>▪ City of Tacoma Clerk</li> </ul>
6	<p>Tacoma Power contract administrator initiates the final payment to the contractor.</p> <ul style="list-style-type: none"> <li>▪ A Retainage Payment Authorization form is sent to the City Accounts Payable department.</li> </ul>

**END OF SECTION**

## **APPENDIX “A” – 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.

<b>Standards Reference</b>	<b>Description</b>
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



**T&D  
Tree Workers  
Inspection of Gear**

**W-TT-0002**

## 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

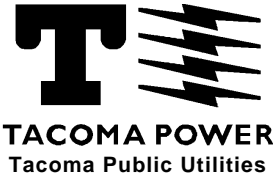
Tacoma Power Transmission & Distribution Line clearance tree trimmers shall inspect and follow all approved safe work practices and work procedures before beginning the task assigned.

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.



**T&D  
Tree Workers  
Inspection of Gear**

**W-TT-0002**

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## **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

**T&D  
Tree Workers  
Inspection of Gear**

**W-TT-0002**

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## **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.

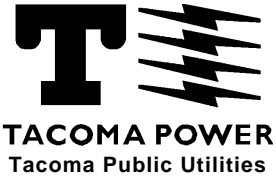
**Bend**                    A bend joins two ropes ends together

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



## **T&D Chipper Safety**

**W-TT-0003**

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### **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.

## **T&D Chipper Safety**

**W-TT-0003**

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### **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.

**T&D  
Chipper Safety**

**W-TT-0003**

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## **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**

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### **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**

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### 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**

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### 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





**T&D  
Line Clearance  
Tree Trimmer**

**W-TT-0006**

## **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.

**T&D**  
**Line Clearance**  
**Tree Trimmer**

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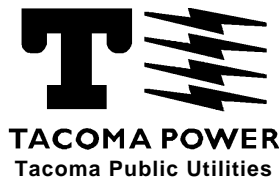
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## **Chain Saws**

- 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



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Tree Trimmer**

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## **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)

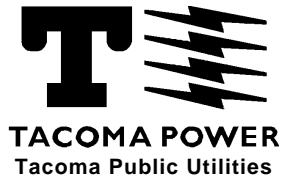
Never override hydraulic, mechanical, or electrical safety devices,  
**One exception-** emergency retrievals.

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



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Line Clearance  
Tree Trimmer**

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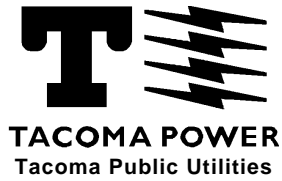
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## **Personal Protective Equipment**

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**

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- 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

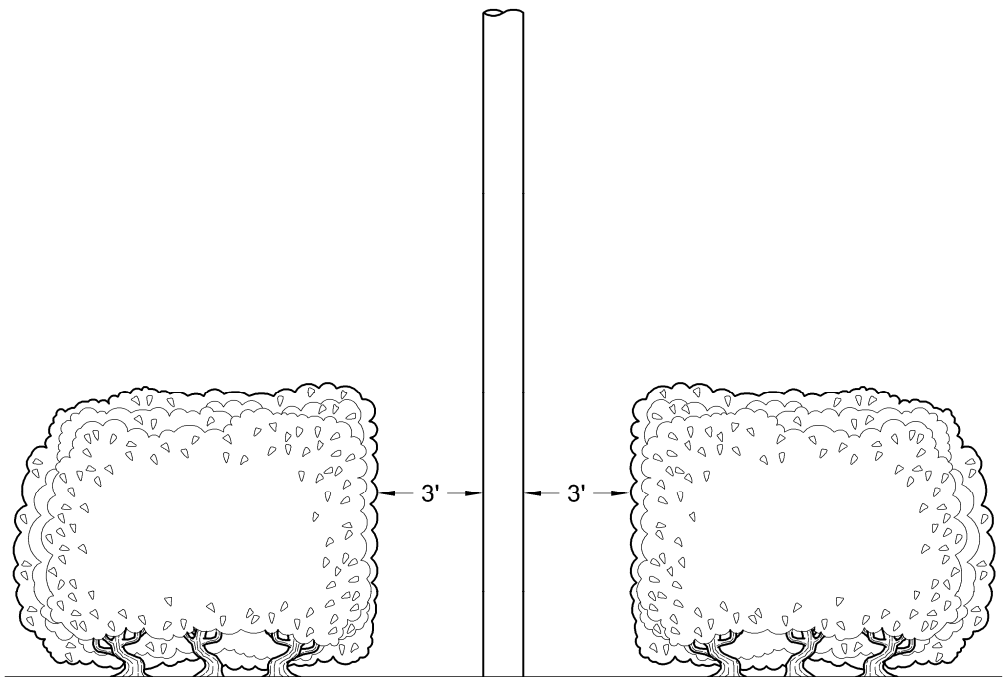
Vegetation trimmed and/or cleared per this standard **shall** follow the minimum clearances listed below.

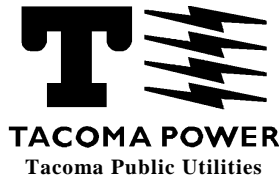
### Climbing Space

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





## Vegetation Management of Overhead Lines

**W-TT-0007**

### 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.

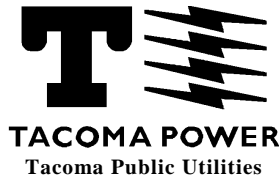
Voltage of Conductors	Clearance
0 to 600 Volts	3 to 5 feet

#### 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*



## Vegetation Management of Overhead Lines

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### 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.

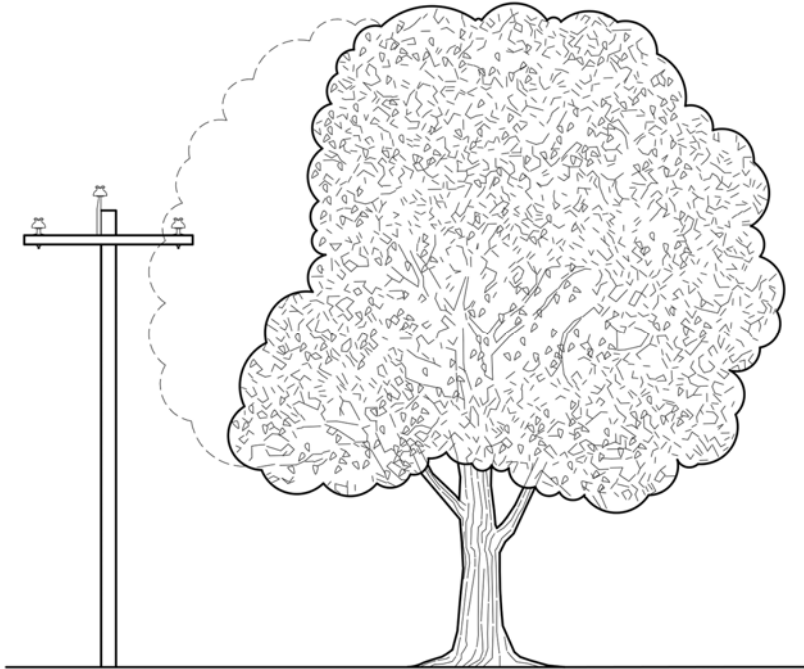
Voltage of Conductors (Kilovolts, Phase to Phase)	Vertical Clearance
601 V to 50 kV	10 feet
51 kV to 121 kV	<b><i>No Overhanging Branches</i></b>

**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.

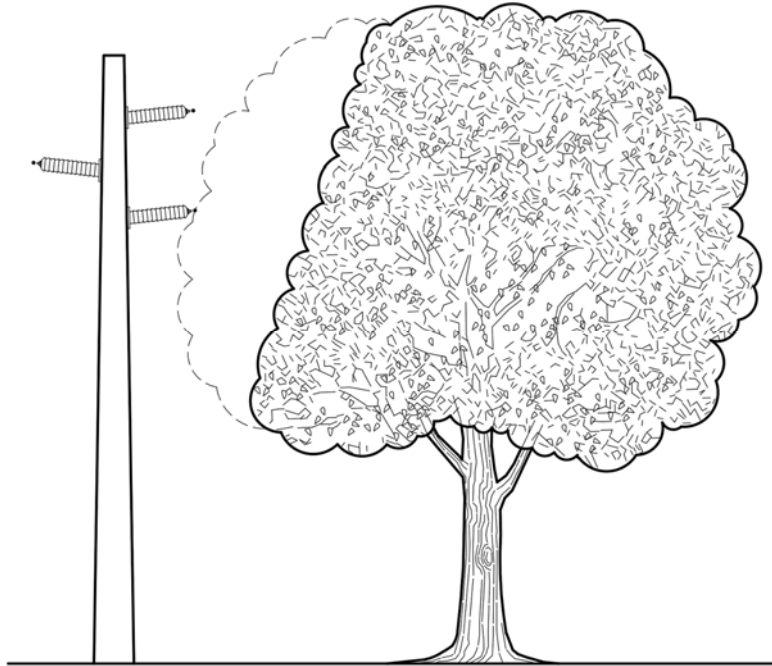
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**Conductor Clearances, *Continued***

**Figure #2** Pruning Illustration for Distribution



**Figure #3** Pruning Illustration for Transmission





## Vegetation Management of Overhead Lines

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### Overhead Clearances

<b>Imminent Threat:</b> (Conditions requiring an immediate response) <ul style="list-style-type: none"><li>• Danger trees</li><li>• Severely reduced vertical or horizontal clearances</li></ul>	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.

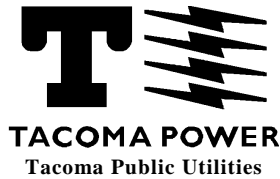
### Pruning Techniques

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.



## Vegetation Management of Overhead Lines

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### Trimming Plans

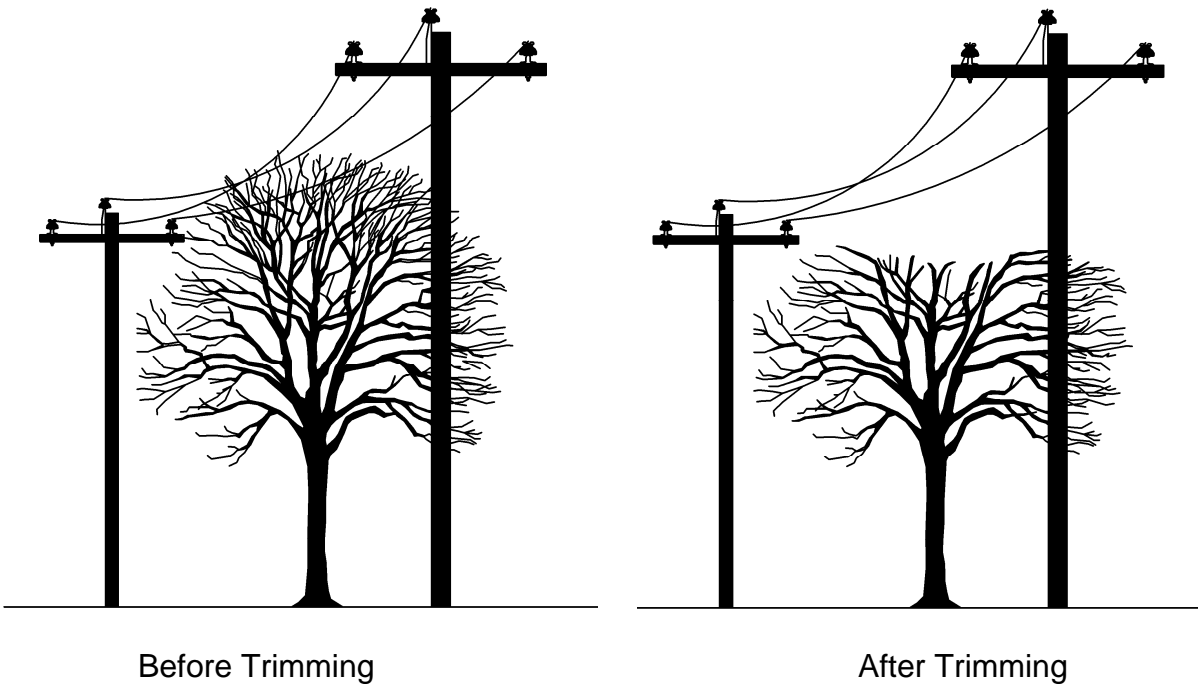
The following portions of this standard describe how trees are trimmed in different circumstances.

<b>General Plan</b>	<p>The trimming of trees will follow the criteria below:</p> <ul style="list-style-type: none"><li>• Trees will be trimmed in such methods as to direct new growth away from electrical conductors, poles, and towers.</li><li>• When possible trees that will pose continual maintenance or hazard to the electrical facilities will be removed.</li></ul>
<b>Customer Requests</b>	<p>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.</p>
<b>Danger Trees</b>	<p>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.</p> <p>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.</p>
<b>Diseased Vegetation</b>	<p>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.</p> <p><b>Dutch Elm Disease:</b> Tacoma Power will not plan on trimming Elm trees between the months of March and October to reduce the potential of Dutch Elm Disease.</p>
<b>Crown Reduction or Topping</b>	<p>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 1/3<sup>rd</sup> the diameter of the leader limb(s) being removed.</p>

*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 1/3<sup>rd</sup> 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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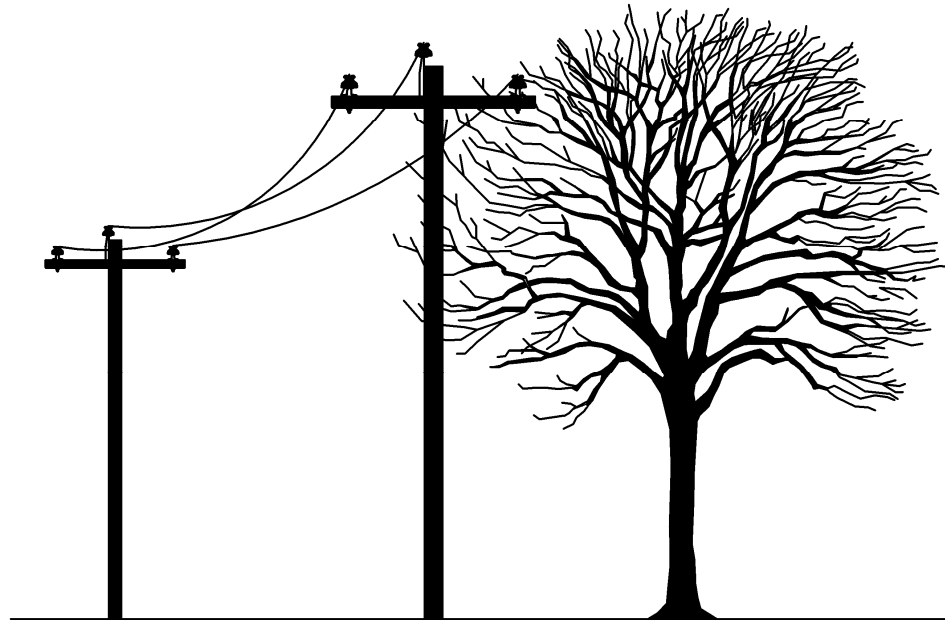


## Vegetation Management of Overhead Lines

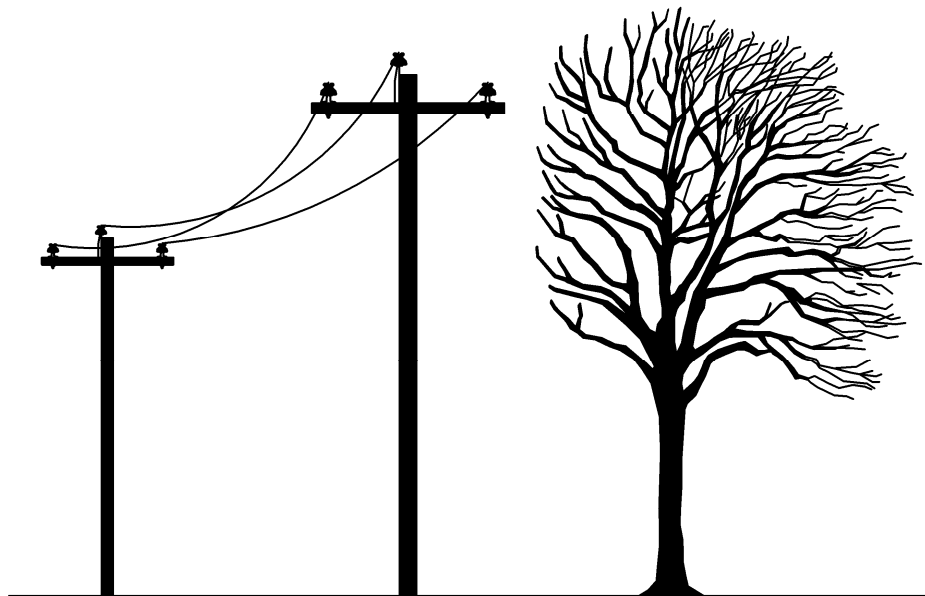
**W-TT-0007**

### Trimming Plans, *Continued*

**Figure #5**      Side Trimming



Before side trimming



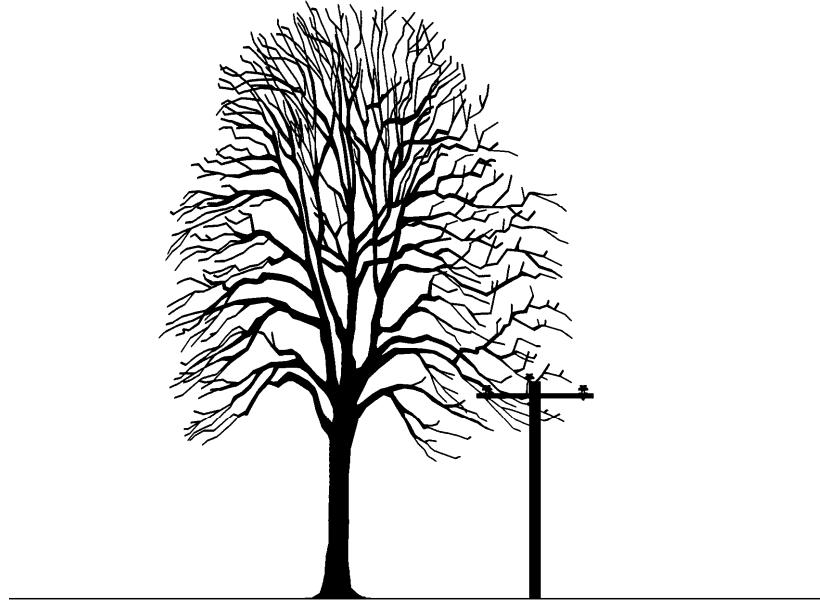
After side trimming

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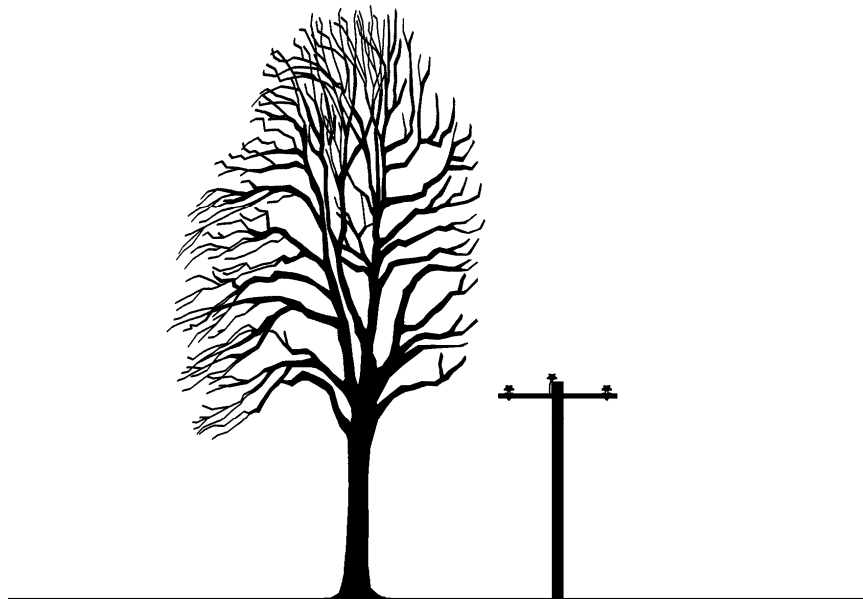
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**Trimming Plans, *Continued***

**Figure #6**      Overhanging branches



Before trimming overhanging branches



After trimming overhanging branches



## Vegetation Management of Overhead Lines

**W-TT-0007**

### Vegetation Control

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

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#### 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.**

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#### Wetlands & Environ- mentally 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.

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#### Herbicide Spraying

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

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

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#### 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.

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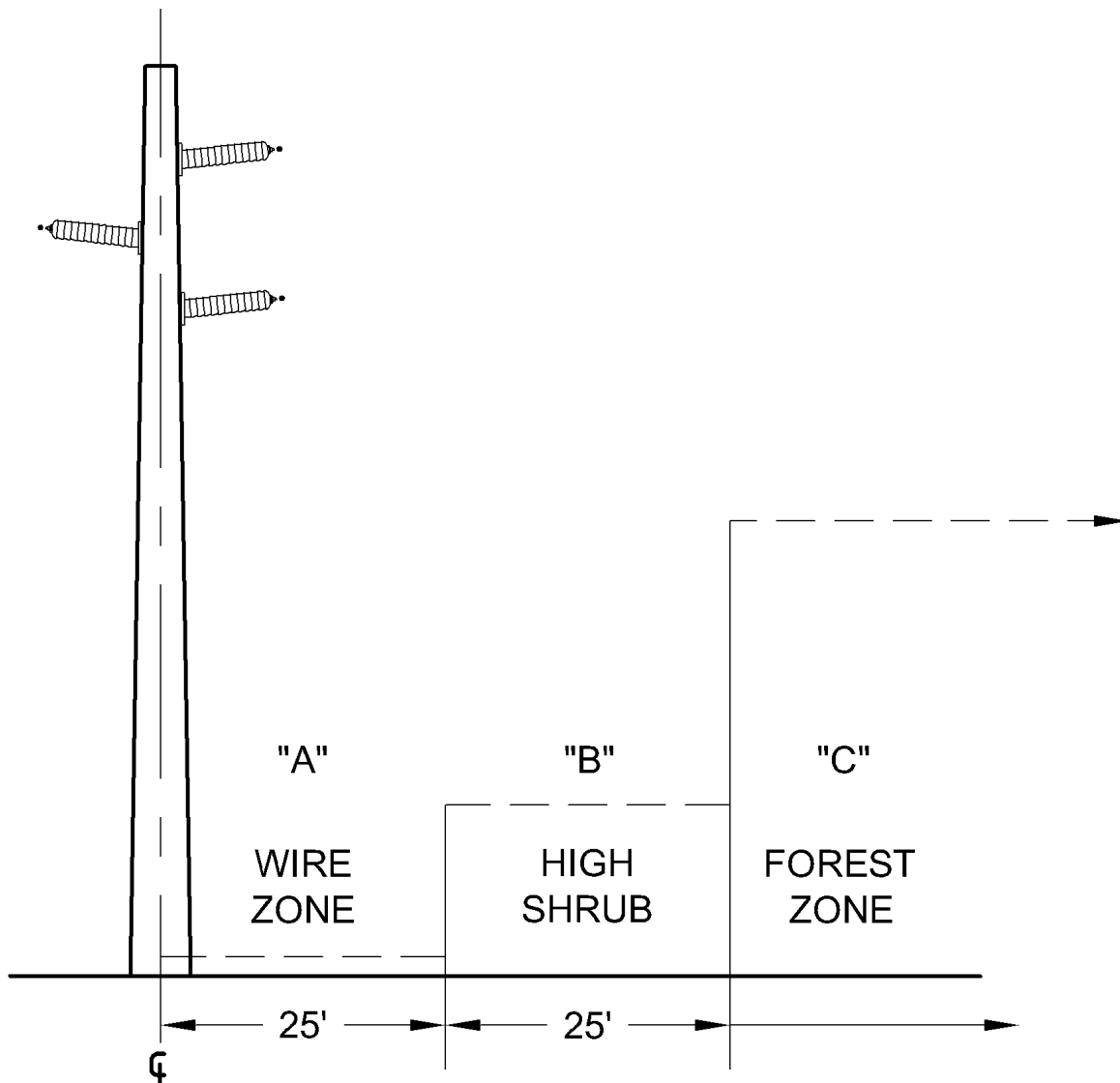
## Vegetation Zone Management Recommendations

### 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.

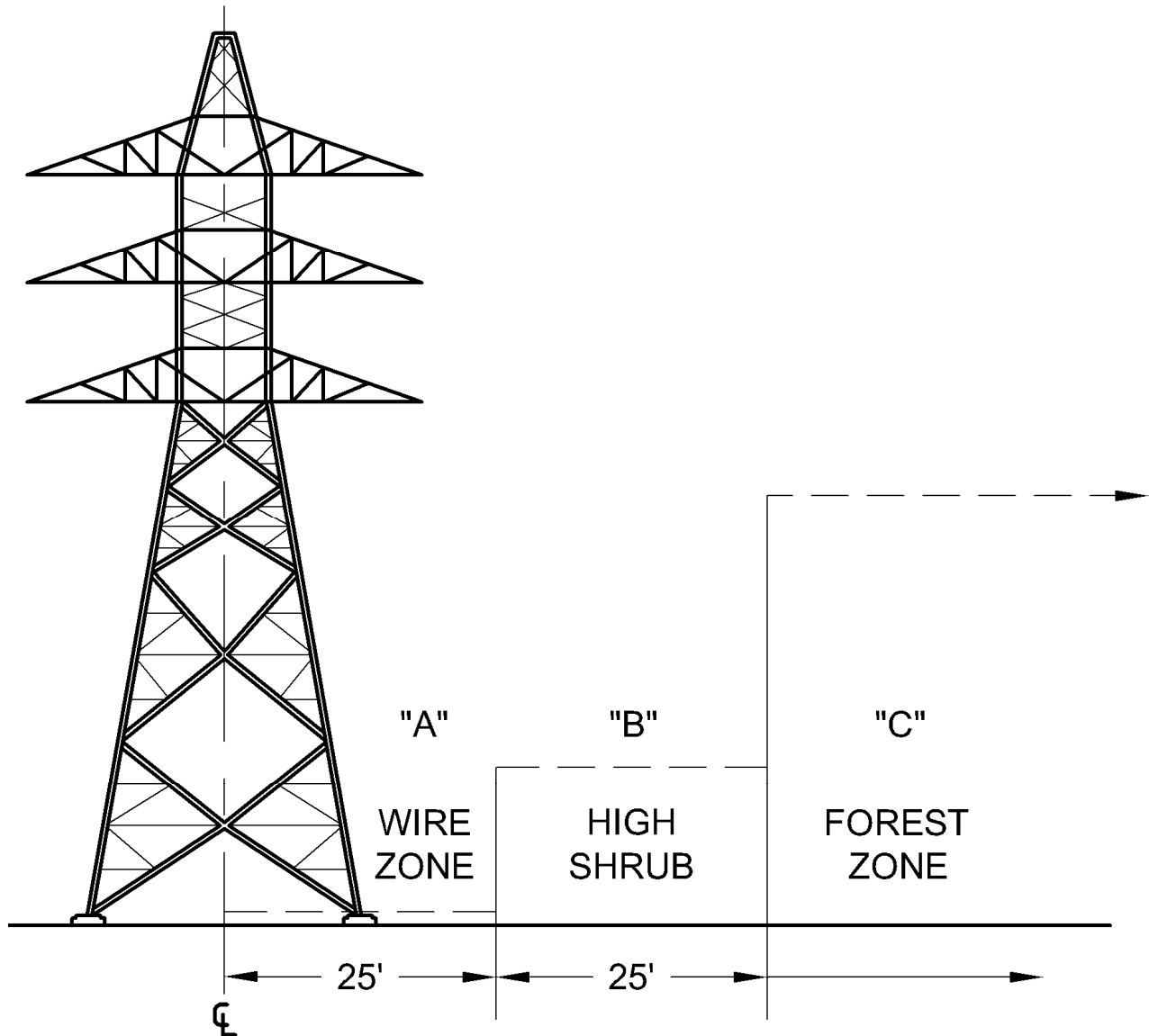
**Figure #7** Vegetation Zones beneath Monopole

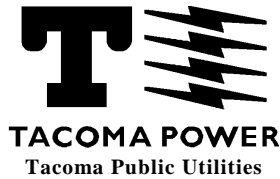


## Vegetation Management of Overhead Lines

**W-TT-0007**

**Figure #8**      Vegetation Zones beneath Lattice Tower





## Vegetation Management of Overhead Lines

**W-TT-0007**

### Vegetation Zone Restrictions

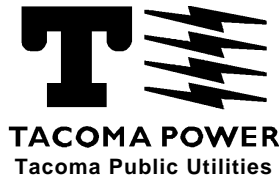
The following describes the requirements for each Zone which extends from structure to structure.

**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**

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### **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**

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### **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.

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#### **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.

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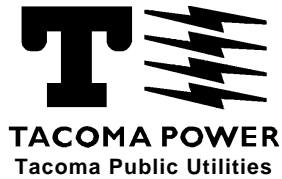
#### **Chain catcher**

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.

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#### **Bolts and handles**

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



## Chainsaw Safety Procedures

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### 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**

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### **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 ½ inch and be constructed from synthetic fiber, with a minimum breaking strength of 5400 pounds when new. Maximum working elongation shall not exceed 7 percent at a load of 540 pounds.

Climbing lines shall 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 7/16 inch diameter may be used, provided the employer can demonstrate it does not create a safety hazard for the climber and the climber has been trained in its use. The strength and elongation ratings of the line selected shall meet or exceed that of ½ inch arborist climbing line.

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

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

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

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

### **Splicing**

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

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

## **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.

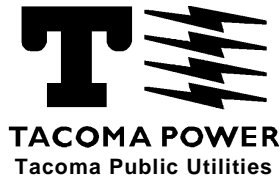
Hands and feet should be placed on separate limbs, if possible, and three points of contact should be maintained with the tree while climbing.

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.

<b>Topic</b>	<b>See Page</b>
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:

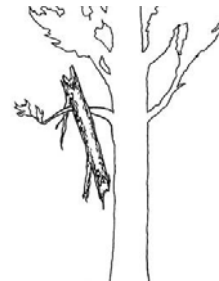
- location of nearby trees
- lean of the tree to be cut
- tree decay or rot
- wind force and direction
- rocks near cut area
- loose material in branches and on the ground
- nearby structures
- overhead conductors
- other personnel in the area
- slope of the ground
- escape route obstructions

#### Identify hazardous trees

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

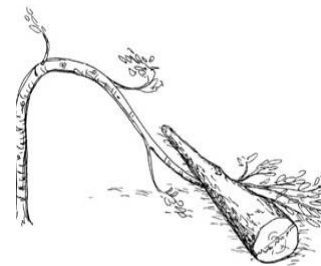
##### Widow makers

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.



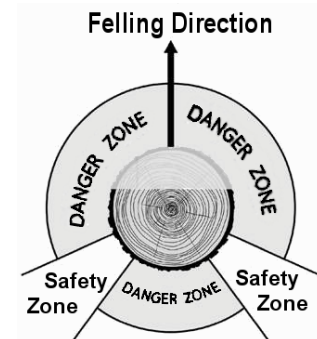
## Tree Felling & Bucking

**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

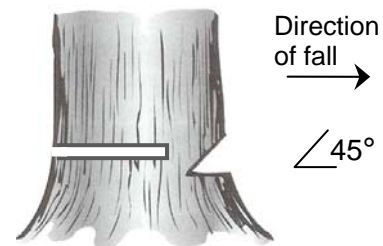
Before making the first cut, ensure the area in the direction of the intended fall is clear of structures or personnel. Be aware of the wind direction and mindful it could change unexpectedly. If another worker is felling a tree nearby, the distance between the workers must be at least two tree-lengths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

#### Notches

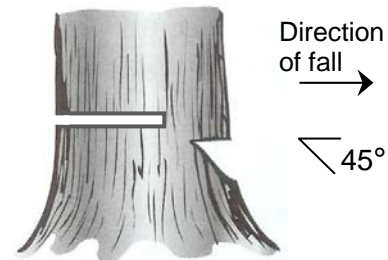
Determine the appropriate cut to make. Notching must be made on all trees greater than five inches (5") in diameter at breast height when felling whether saw cut or pushed over by mechanical means.

The three common notches for directional felling are:

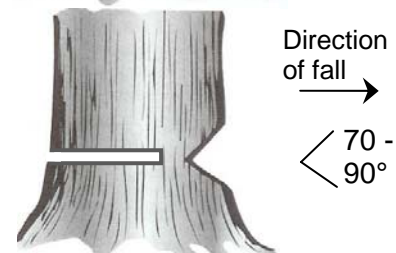
**Conventional** notch cut into the side of the tree facing the intended direction of fall. It consists of a horizontal face cut and an angle cut above it creating a notch of approximately 45 degrees.



**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**

**W-TT-0011**

### **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

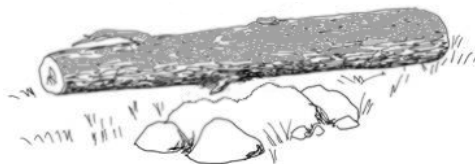
Depending on where a felled tree comes to rest, it may be subjected to directional forces, or binds. Before bucking the tree, walk the entire length and evaluate it for possible hidden strains and loading. Trees resting against large rocks or standing trees may have stored energy in the form of lateral 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

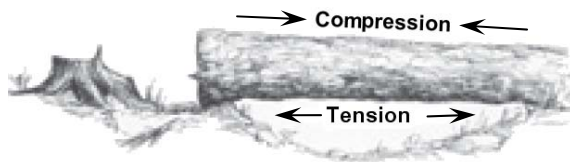
When the trunk is supported along its entire length, make cuts from the top (called over buck) one-third the diameter of the log deep, the entire length of the trunk. When this is completed, roll it over and make the final cuts.



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

#### Top bind

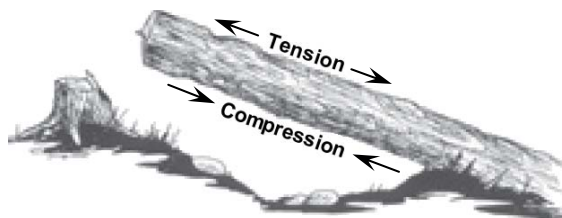
When the log is supported from both ends (top bind), cut one-third the diameter from the top (over buck), then complete the cut by cutting upward from the underside (under buck) to meet the first cut.



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.

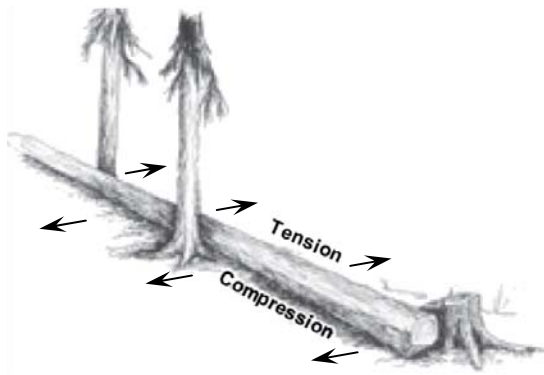
## Tree Felling & Bucking

**W-TT-0011**

### Bucking (cont.)

#### Side bind

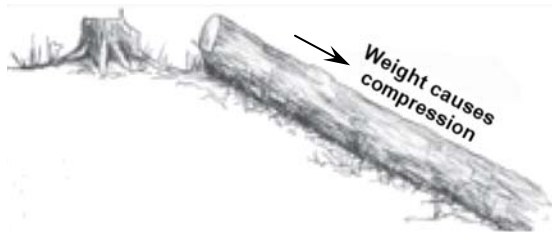
This is a particularly hazardous situation as the amount of tension and the distance the log will travel when the tension is released is unknown. Identify pivot points and direction the log will move when the pressure is released (tension side) and cut from the opposite side. Use standing trees as protection 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

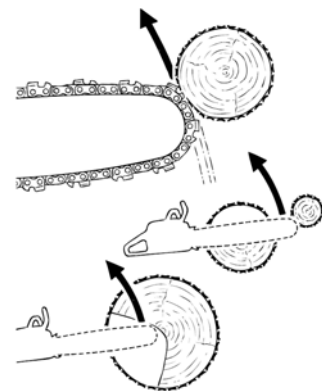
Cut from the top down, inserting a wedge as soon as possible. Finish by cutting down from the top. Watch the wood chips to make sure that the chain is not cutting in the dirt (look for dark chips).



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

**W-TT-0011**

### 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

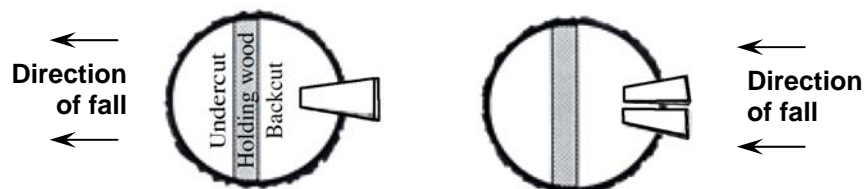
Wedges are designed to assist in the felling and bucking of trees and are generally made of wood, plastic, or a soft metal such as aluminum. Hard metals such as steel or iron are not used in the event the chain strikes the wedge resulting in severe chain damage.

#### 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.

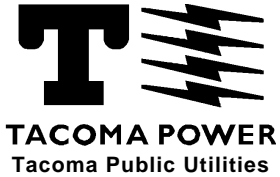
If it is determined that there is a risk due to forces and strains, a plan that identifies those risks shall be used.

### 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**

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### **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

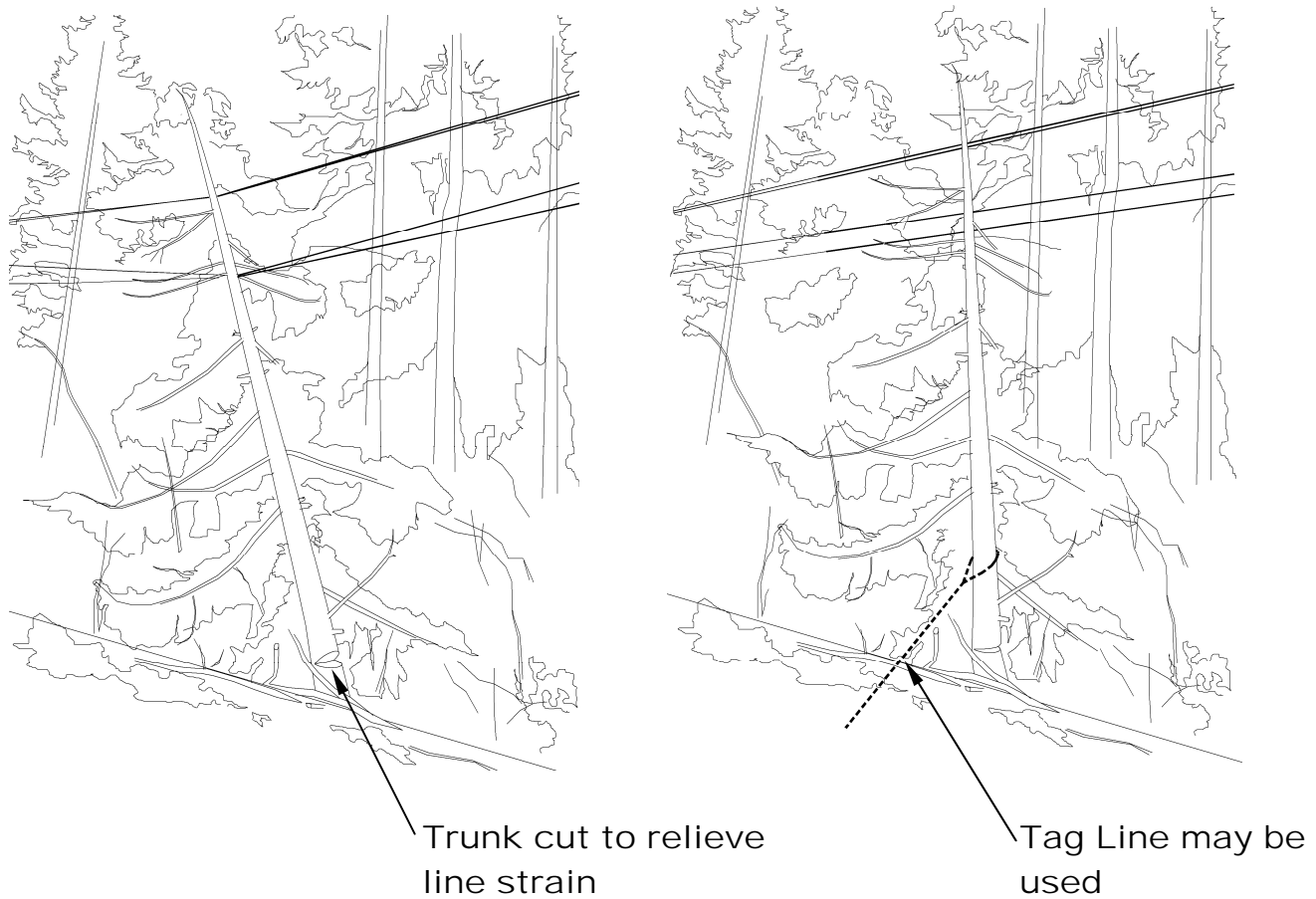
The following is a recommended best practice:

Step	Action
<b>Note:</b>	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.
<b>1</b>	If a clearance is needed, employees shall follow the procedures outlined in the Red book.
<b>2</b>	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.
<b>3</b>	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.
<b>4</b>	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.
<b>5</b>	Additional references can be found in work practice <b>W-GR-9001 (Working with Strains on Lines)</b> .

## Blocking Down A Tree

**W-TT-0012**

**Figure 1a, b**

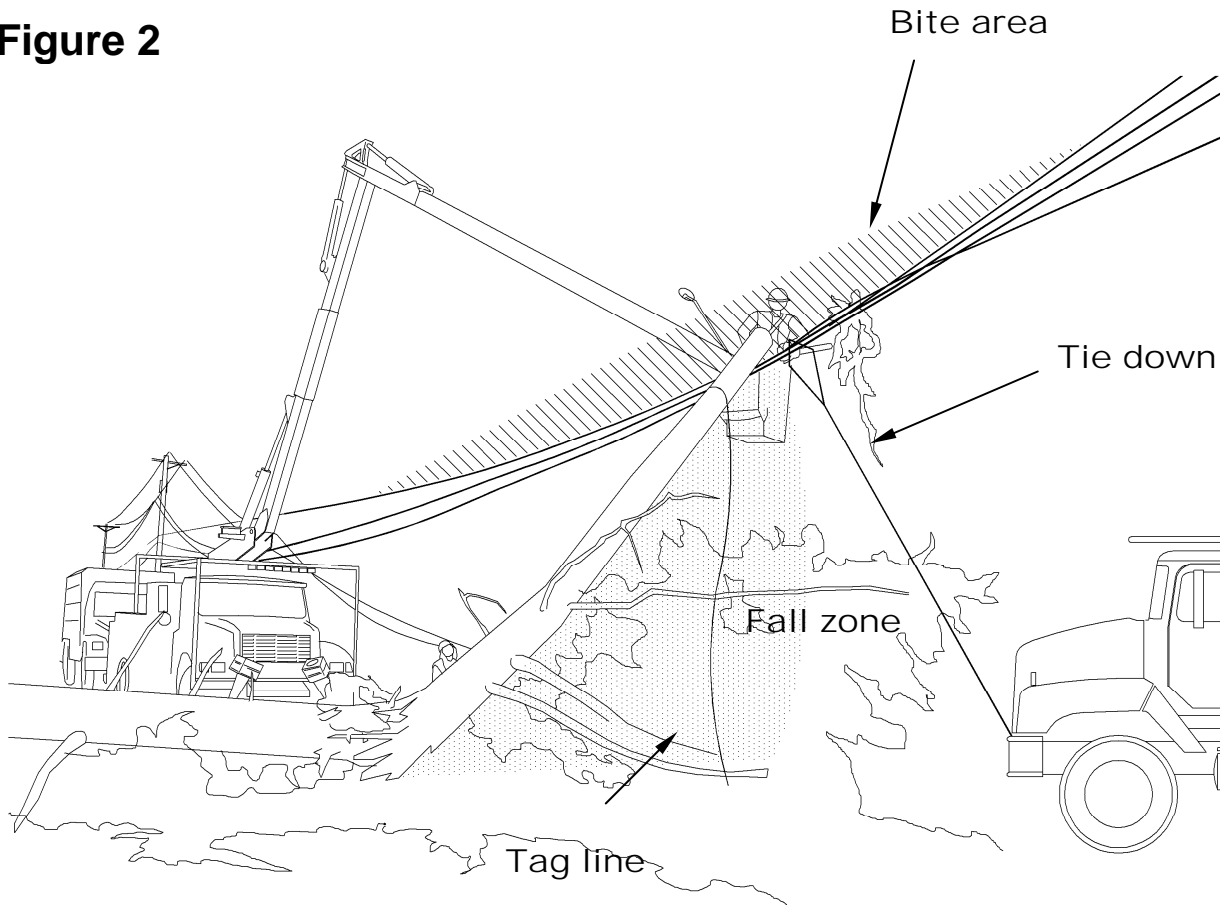




## Blocking Down A Tree

**W-TT-0012**

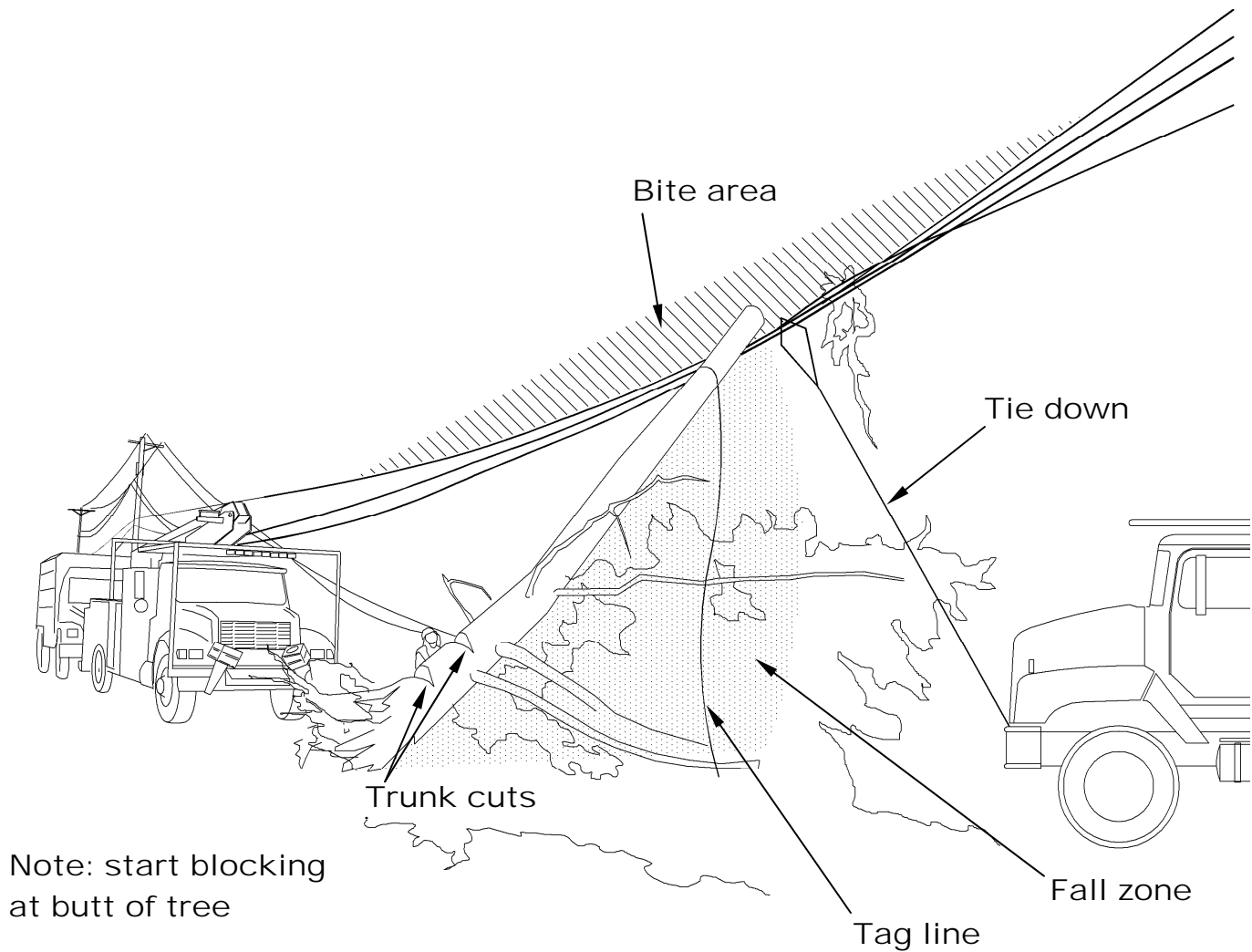
**Figure 2**



## Blocking Down A Tree

**W-TT-0012**

**Figure 3**



## **APPENDIX “B”**

### **TACOMA POWER WORK PRACTICE W-GR-4030**

## **Arc Flash Hazards, Distances & Clothing**

**W-GR-4030**

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### **Scope**

This work practice documents the anticipated level of arc energy for Transmission & Distribution personnel who work on or near energized electrical parts or equipment and discusses the use of flame resistant clothing.

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### **Purpose**

The purpose of this work practice is to provide guidelines and requirements for flame resistant (FR) work related apparel and related personal protective equipment (PPE) for Tacoma Power workers.

The FR Safety Program has been established to help reduce the extent of burn injuries which could result from clothing ignition from an arc flash while working on or near exposed energized electrical parts or equipment in the workplace.

By self-extinguishing, FR clothing will not add to the extent of injury in the event of an arc flash. However, FR clothing is not fireproof and by itself should not be relied upon to prevent all arc flash injuries.

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### **Program Overview**

The FR program is administered by the Tacoma Power T&D Safety Department under the guidelines established by Staff Procedure T&D-47. The wearing of flame resistant clothing is considered an integral part of T&D's overall personal protective equipment program and is enforced in a similar manner.

All clothing and equipment will be worn in accordance with safety policies and manufacturer's instructions. Flame resistant apparel shall be worn as the outermost apparel at all times when exposed to a potential arc flash hazard.

Personal protective clothing includes, at a minimum, Tacoma Power issued 8-calorie/cm<sup>2</sup> FR shirt and pant combination or coveralls. Long sleeves of the shirt must be down and buttoned covering the wrists while employees are working inside the arc flash boundary.

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### General

- Required FR clothing** When working on or near energized electrical parts or equipment the outermost layer, or combination of layers, of clothing must have an arc level rating not less than the anticipated level of arc energy for the activity or task being performed based on the tables which follow.
- Job hazard analysis** The job hazard analysis completed during the tailgate will identify the level of FR protection required for the activity or task.
- When the job hazard analysis documents no arc flash exposure *and* no arc flash boundary exist, non-FR raingear, oil suits, or asbestos coveralls may be worn as the outer layer when necessary.
- Arc flash boundary explained** The arc flash boundary establishes the limits at which second degree burns are likely to occur to exposed skin during an arc flash. Within this boundary appropriate FR clothing is required.
- For the purpose of this document, an arc flash boundary exists *only while work which may result in an arc flash is being performed*. For example, the simple presence of a circuit breaker does not establish an arc flash boundary but the *operation* of the breaker does.
- Layering** Adding layers of FR clothing will increase the overall FR rating of worn clothing and may be used when greater levels of protection are needed.
- The table below lists the clothing necessary to achieve the different cal/cm<sup>2</sup> protection levels using clothing issued by Tacoma Power T&D.
- Layering table**
- | Cal       | Required FR Clothing   |
|-----------|--|
| <b>8</b>  | Long Sleeve Shirt + Pants  |
| <b>12</b> | Long Sleeve Shirt + Pants + Sweatshirt                                     |
| <b>25</b> | Long Sleeve Shirt + Pants + Bibs or Coveralls + Coat                       |
| <b>40</b> | Long Sleeve Shirt + Pants + "40 cal" Bibs + Coat + <i>Note<sup>1</sup></i> |
- Note<sup>1</sup>:** Contact T&D Safety for assistance with 40 cal exposures.
- Employee responsibility** The employee is responsible for ensuring their personal apparel worn under the FR layer is made of materials that will not increase the extent of injury if the employee is exposed to flames or electrical arcs, such as natural fiber, cotton, wool, silk, or FR material.
- Inner layers must be **completely** covered unless they have an arc level rating not less than the anticipated level of arc energy for the activity or task being performed.

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

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<b>Face protection</b>	An FR face shield approved by the T&D Safety Department shall be worn whenever connecting or disconnecting energized 480V meters.
<b>Hand protection</b>	Work gloves made entirely of leather are available to Tacoma Power T&D employees and provide 40 cal/cm <sup>2</sup> protection.
<b>Short sleeve FR shirts</b>	Short sleeve FR shirts which are a minimum of 8 cal/cm <sup>2</sup> may be worn as allowed by the WAC.
<b>Repellents and lotions</b>	Do not apply suntan lotions or insect repellents containing DEET directly to FR clothing. When exposed to an arc flash, the DEET itself will continue to burn and prevent the material from self-extinguishing. When using these substances on the skin, they should be applied and allowed to dry before wearing the clothing.
<b>Alterations</b>	Patches, pins, decorations, addition of logos, or other changes to approved FR garments are not allowed.
<b>Clothing Inspection</b>	FR-rated personal protective equipment shall be inspected before each use. FR clothing with holes, rips, or tears, or has a flammable substance on it shall be immediately removed from service.

---

### Maintenance

	Clothing and apparel should be kept clean and maintained to ensure its FR properties remain effective. Any torn or damaged clothing should be repaired prior to its use in the workplace.
<b>Laundering</b>	<p>It is the responsibility of the employee to launder and clean all flame resistant apparel in accordance with the manufacturer's specifications. The recommended laundry soap should be used whenever possible.</p> <p>FR clothing should be laundered separately to prevent contamination from lint and other particles from non-FR clothing articles.</p> <p>Chlorine bleach or bleach additives, laundry soap with bleach, fabric softeners, or dryer sheets with fabric softener should never be used when laundering FR garments.</p>
<b>Repairs</b>	<p>Minor repairs to garments should be made with the manufacturer's repair kits available from the T&amp;D Safety Department.</p> <p>Clothing with damage too extensive for the repair kit should be returned to the T&amp;D Safety Department for appropriate repair or replacement.</p>

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## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

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### Engineering Support

<b>Responsible department</b>	Transmission & Distribution Engineering, Protection & Control, is responsible for the Arc Flash Hazard Analysis. The Analysis populating the cal/cm <sup>2</sup> and Boundary columns of the tables in this work practice is based upon the following:
<b>Basis of data</b>	<ul style="list-style-type: none"><li>• Distance</li><li>• Voltage</li><li>• Enclosure (open vs. closed)</li><li>• Bolted fault current (fault current when conductors make contact)</li><li>• Grounding</li><li>• Arc gap</li><li>• Clearing time (exposure time to arc)</li></ul>
<b>Tasks not addressed</b>	<p>In situations not specifically addressed in this Work Practice, use information from the activity which most closely approximates the type of work being performed.</p> <p>If a task is routinely being performed but not included below, contact Protection &amp; Control for inclusion in this Work Practice.</p>
<b>Uncommon conditions</b>	Protection & Control may be contacted for assistance in unusual cases not addressed in this Work Practice.

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### Safety

Quickly clearing arcing faults is critical to minimizing the level of arc energy. Where available and applicable, reclosing must be tagged off and instantaneous overcurrent relaying must be enabled while performing the tasks listed in this Work Practice.

<b>Relaying</b>	If it is known that some relaying, such as transformer or bus differential relaying, is out of service, please contact Transmission & Distribution Engineering, Protection & Control to determine if a special analysis should be performed.
<b>Crew lead responsibilities</b>	Crew leads are responsible for the safety of their work site. Prior to performing work, the arc flash hazard must be discussed during the tailgate safety meeting. When personnel approach the work site, the crew lead must advise the personnel of the arc flash boundary and, while work which may create an arc flash is being performed, restrict encroachment of anyone who is not wearing appropriate FR clothing per this work practice.
<b>Stop work authority</b>	The crew lead has the authority to stop work and contact T& D Safety if a safe work site cannot be maintained per this work practice.

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## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Definitions

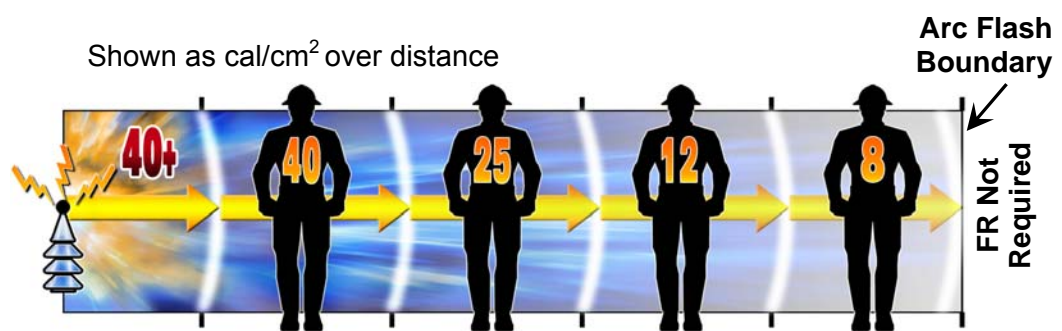
Term	Definition
Flame Retardant	A chemical substance applied to inherently flammable material making it flame resistant.
Flame Resistant ( <i>FR</i> )	The property of a material which resists ignition and will self extinguish if ignited.
Flame Resistant ( <i>FR</i> ) Clothing	FR clothing is made from either treated natural fiber or synthetic fiber. FR clothing does not continue to burn once the ignition source is removed.
Arc Rating	Maximum heat energy resistance demonstrated by a material prior to break open or onset of second-degree burn.
Arc rating labeling	The measure of the amount of protection the garment affords to the worker. All Tacoma Power FR garments have a label that shows the arc rating.
Arc Thermal Performance Value ( <i>ATPV</i> )	The incident energy on a material that results in sufficient heat transfer through the material to cause the onset of a second-degree burn based on the Stoll curve.
Calories per Square Centimeter ( <i>cal/cm<sup>2</sup></i> )	The measurement of heat transferred to a person's skin from an arc flash. A 2 cal/cm <sup>2</sup> exposure can cause second degree (blister) burns.
Working Distance ( <i>Distance</i> )	Defined as the approximate distance from the arc source to the worker's <i>face and body</i> , not their hands or arms.
Working on or near energized electrical parts or equipment	Defined as actively participating in any of the tasks listed in this work practice or of passively participating in (e.g., observing) these tasks while within the Arc Flash Boundary.
Arc Flash Hazard Assessment ( <i>Assessment</i> )	The process of determining where potential exposure to an electric arc for personnel who work on or near energized electrical parts or equipment will exceed 2 cal/cm <sup>2</sup> . The process of approving this work practice, prior to calculating cal/cm <sup>2</sup> and Boundary, constitutes the Assessment.
Arc Flash Hazard Analysis ( <i>Analysis</i> )	Following the Assessment, the Analysis is the engineering study that calculates cal/cm <sup>2</sup> and Boundary based upon arcing fault current, clearing time, distance, and other factors.
Arc Flash Boundary ( <i>Boundary</i> )	The approximate distance at which second degree burns may occur without proper FR protection. This boundary exists <i>only while work which could result in an arc flash</i> is actually being performed.



## Arc Flash Hazards, Distances & Clothing

W-GR-4030

Arc flash  
exposure  
levels



Working  
distances

Tacoma Power recognizes that working distances vary from worker to worker. For this reason, the following tables are arranged and presented to allow the worker to determine the proper level of protection he or she needs to perform work at his or her normal working distance or to adjust the working distance to correspond with the level of protection worn.

In the following tables the values given are the nearest *distance the worker's face or body may be to a potential source of arc flash (the working distance)* based on the level of protection worn.

### Padmount, Overhead, and Vault-style Transformer Secondary Applications

**NOTE: Working distance measured to the worker's face and body.**

Equipment Type	Secondary Voltage	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
Open air	120/240 (1Φ)	14"	11"	8"	6"	3 ft
	240 (3Φ)	17"	14"	10"	8"	4 ft
	208Y/120	16"	14"	9"	8"	4 ft
	480 (1Φ)	14"	11"	8"	6"	3 ft
	480 (Δ)	15"	12"	9"	6"	4 ft
	480Y/277	14"	11"	8"	6"	3 ft
Enclosed (padmounted transformers, secondary service boxes, meters, etc.)	120/240 (1Φ)	12"	10"	6"	5"	4 ft
	240 (3Φ)	17"	14"	9"	6"	5 ft
	208Y/120	16"	12"	8"	6"	4 ft
	480 (1Φ)	36"	24"	16"	12"	9 ft
	480 (Δ)	36"	24"	18"	15"	10 ft
	480Y/277	36"	24"	16"	12"	9 ft
	2400 (Δ)	13 ft	9 ft	4 ft	2½ ft	88 ft
	4160 (Δ)	9 ft	6 ft	3 ft	2 ft	60 ft
	4160Y/2400	7 ft	5 ft	2 ft	1½ ft	46 ft

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Task Lists

#### Secondary Services

- Connecting/disconnecting service to potentially energized source
- Splicing/cutting potentially energized cable
- Testing for rotation/voltage present/voltage absent

For these tasks, refer to **Padmounted, Overhead-style, and Vault-style Transformer Secondary Applications** on page 6

**NOTE: Except for Downtown Network secondaries**

#### Underground Primary Distribution Lines

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
Padmounted switchgear	Tying feeders/breaking tie with a hotstick	7 ft	4½ ft	2½ ft	16"	48 ft
	<b>Except: Hilltop-3, Stadium-6</b>	<b>8 ft</b>	<b>5 ft</b>	<b>2½ ft</b>	<b>1½ ft</b>	<b>54 ft</b>
	Switching, testing for phasing/voltage present/voltage absent, applying shorts & grounds	3 ft	2 ft	10"	8"	22 ft
	<b>Except: Hilltop-3, Stadium-6</b>	<b>4 ft</b>	<b>2½ ft</b>	<b>14"</b>	<b>9"</b>	<b>26 ft</b>
Padmounted transformers	Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts & grounds	3 ft	2 ft	10"	8"	22 ft
	<b>Except: Hilltop-3, Stadium-6</b>	<b>4 ft</b>	<b>2½ ft</b>	<b>14"</b>	<b>9"</b>	<b>26 ft</b>
J-Boxes	Tying feeders/breaking tie	7 ft	4½ ft	2½ ft	16"	48 ft
	<b>Except: Hilltop-3, Stadium-6</b>	<b>8 ft</b>	<b>5 ft</b>	<b>2½ ft</b>	<b>18"</b>	<b>54 ft</b>
	Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts & grounds	3 ft	2 ft	10"	8"	22 ft
	<b>Except: Hilltop-3, Stadium-6</b>	<b>4 ft</b>	<b>2½ ft</b>	<b>14"</b>	<b>9"</b>	<b>26 ft</b>
Tacoma Mall & Port of Tacoma vaults	Tying feeders/breaking tie	6 ft	4 ft	2 ft	14"	42 ft
	Switching, testing for phasing/voltage present/voltage absent, applying shorts & grounds	3 ft	22"	11"	6"	20 ft

**NOTE:** When an arc flash hazard has been identified in a vault, all personnel within that vault are considered to be within that Boundary.

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Overhead Primary Distribution Lines

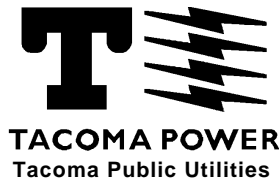
The following table applies to the following feeder(s):

- Cedar-1, 2, 5
- Hilltop-3
- Westgate-1, 3, 4
- Clement-1, 2, 4
- Nisqually-8
- Crandall-1, 4
- Stadium-6

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>Switching</b>	Switching by MOD, crank, lever, or with a hotstick:					
	Tying feeders/breaking tie (measured to switch contacts)	5 ft	4½ ft	3 ft	2½ ft	13 ft
	Other cases (cold load pickup, etc)	3½ ft	3 ft	2 ft	1½ ft	9 ft
<b>Cutouts</b>	Opening/closing cutouts					
<b>Lifting wires</b>	Connecting/lifting wires to energized phases					
<b>Covers</b>	Placing/removing protective covers on energized lines	3½ ft	3 ft	2 ft	1½ ft	9 ft
<b>Moving phases</b>	Moving energized phases					
<b>Testing</b>	Testing for phasing/voltage present/voltage absent, applying shorts & grounds					

The following table applies to **all other feeders**.

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>Switching</b>	Switching by MOD, crank, lever, or with a hotstick:					
	Tying feeders/breaking tie (measured to switch contacts)	4½ ft	4 ft	2½ ft	2 ft	12 ft
	Other cases (cold load pickup, etc)	3 ft	2½ ft	21"	16"	8 ft
<b>Cutouts</b>	Opening/closing cutouts					
<b>Lifting wires</b>	Connecting/lifting wires to energized phases					
<b>Covers</b>	Placing/removing protective covers on energized lines	3 ft	2½ ft	21"	16"	8 ft
<b>Moving phases</b>	Moving energized phases					
<b>Testing</b>	Testing for phasing/voltage present/voltage absent, applying shorts & grounds					



## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Transmission Lines

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>110kV</b>						
<b>Corner work (1)</b>	Opening/closing a corner or lifting / closing taps, etc					
<b>Shorts / grounds (2)</b>	Applying shorts & grounds	13 ft	11 ft	7½ ft	6 ft	33 ft
<b>G.O. HV switches</b>	Operating by hand crank, lever, or motor-operator (measured to contacts)					
<b>230kV</b>						
<b>Shorts / grounds (2)</b>	Applying shorts & grounds (3)	11 ft	9 ft	6½ ft	5 ft	29 ft

- (1) The given distances and FR requirements do not apply to wood pole structures with insulated guys provided all the following conditions are met:
- a) phase spacing and insulator length preclude the possibility of jumpers/ taps contacting unlike phase, guy wire or pole during installation or removal **and**
  - b) energizing or de-energizing takes place on short sections of line with taps or jumpers (on longer line sections where it is anticipated that longer arcs will be drawn due to charging current, use the table above) **and**
  - c) prior to energizing sections of line with jumpers or taps, a thorough visual inspection is performed to verify all shorts and grounds have been removed and there are no defective or damaged insulators. (Phasing across the open is a good way to verify condition of the line prior to energizing)
- When all the above conditions are met, standard 8-cal clothing is acceptable for all distances.
- (2) When two independent, industry accepted methods are used to test the lines, 8-cal clothing is acceptable for all distances
- (3) Because clearing times are normally quicker on 230kV lines as compared to 110kV lines, heat generate by an arc flash is less and distances are reduced

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Substation Switchgear, Control Houses & Getaways

The following table applies to the following substations:

- Alexander
- Browns Point
- Crandall
- Crescent
- Custer
- East F
- Elk Plain
- Ft. Lewis Central
- Graham (main bank)
- Lacamas
- Lidford
- McChord
- Orchard
- Union
- Wapato
- Westgate

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
Circuit breakers	<ul style="list-style-type: none"> <li>Opening/closing breaker with control handle or pushbutton on breaker by hand</li> <li>Racking in/out</li> </ul>					
Potential transformer (P.T.) fuses	Removing/replacing for clearance point	7 ft	5 ft	2½ ft	16"	49 ft
Testing	Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts & grounds					

### Substation Switchgear, Control Houses & Getaways

The following table applies to the following substations:

- Cedar
- Hilltop
- Olympic Pipeline
- Nisqually
- NE Distribution

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
Circuit breakers	<ul style="list-style-type: none"> <li>Opening/closing breaker with control handle or pushbutton on breaker by hand</li> <li>Racking in/out</li> </ul>					
Potential transformer (P.T.) fuses	Removing/replacing for clearance point	13 ft	9 ft	4 ft	2½ ft	91 ft
Testing	Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts & grounds					

## Arc Flash Hazards, Distances & Clothing

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The following table applies to **all other substations**:

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>Circuit breakers</b>	<ul style="list-style-type: none"> <li>Opening/closing breaker with control handle or pushbutton on breaker by hand</li> <li>Racking in/out</li> </ul>	5 ft	3 ft	17"	11"	32 ft
<b>P.T. fuses</b>	Removing/replacing for clearance point					
<b>Testing</b>	Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts & grounds					

### Substation Yards

The following table applies to the medium-voltage (12.5kV, 13.8kV) and high-voltage (110kV, 230kV) portions of substation yards.

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>Regulators 12.5kV &amp; 13.8kV</b>	Opening/closing disconnect and bypass switches with a hotstick	4 ft	3 ft	2½ ft	20"	10 ft

### 110kV

<b>Capacitor banks</b>	Closing ground switch, testing with a hotstick for current or voltage present/voltage absent	13 ft	11 ft	7½ ft	6 ft	33 ft
<b>G.O. HV switches</b>	Operating by hand crank, lever, or motor-operator ( <i>measured to contacts</i> )					
<b>Grounds</b>	Applying shorts & grounds					

### 230kV

<b>G.O. HV switches</b>	Operating by hand crank, lever, or motor-operator ( <i>measured to contacts</i> )	11 ft	9 ft	6½ ft	5 ft	29 ft
<b>Grounds</b>	Applying shorts & grounds					

### **NE Bank Tertiaries**

<ul style="list-style-type: none"> <li><b>Overhead</b> Opening cutouts, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</li> <li><b>Padmounted Transformer</b> Pulling/landing/parking elbows, testing for phasing/voltage present/voltage absent, applying shorts &amp; grounds</li> </ul>	2½ ft	2 ft	16"	14"	7 ft
	5 ft	3½ ft	1½ ft	1 ft	35 ft

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Substation Station Services / Oil Processing Facility

Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
	8	12	25	40	
Wiring potentially energized, opening/closing potentially energized panel door, testing for voltage present/voltage absent for...					
120/240V & 208V	12"	10"	6"	5"	3½ ft
480V	3½ ft	2½ ft	18"	15"	10 ft

### Switchyards at Generation Facilities

Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
	8	12	25	40	
Station service					
Wiring potentially energized, opening/closing potentially energized panel door, testing for voltage present/voltage absent	12"	10"	6"	5"	3½ ft

#### 110kV

**G.O. HV switches**

**Grounds**

Operating by hand crank, lever, or motor-operator ( <i>measured to contacts</i> )	5 ft	4½ ft	3 ft	2½ ft	13 ft
Applying shorts & grounds					

#### 230kV

**G.O. HV switches**

**Grounds**

Operating by hand crank, lever, or motor-operator ( <i>measured to contacts</i> )	5½ ft	4½ ft	3½ ft	2½ ft	14 ft
Applying shorts & grounds					

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

**Powerhouses: 1,000V and above**

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
Testing	Testing with a hotstick for phasing/voltage present/voltage absent, applying shorts & grounds	6 ft	4 ft	2 ft	14"	41 ft
	<b>Except: Mossyrock</b>	<b>17 ft</b>	<b>12 ft</b>	<b>5½ ft</b>	<b>3½ ft</b>	<b>119 ft</b>
Breaker & bus disconnects	Opening/closing disconnect switches with a hotstick ( <i>Escape path may be limited by location of structural steel.</i> )	3 ft	2½ ft	20"	15"	8 ft
Circuit breakers	<ul style="list-style-type: none"> <li>• Racking in/out</li> <li>• Opening/closing breaker with control handle on breaker by hand</li> </ul>	6 ft	4 ft	2 ft	14"	41 ft
	<b>Except: Mossyrock</b>	<b>17 ft</b>	<b>12 ft</b>	<b>5½ ft</b>	<b>3½ ft</b>	<b>119 ft</b>
Potential transformer (P.T.) fuses	Removing/replacing for clearance point	5 ft	3½ ft	18"	11"	35 ft
	<b>Except: Mossyrock</b>	<b>7 ft</b>	<b>5 ft</b>	<b>2½ ft</b>	<b>16"</b>	<b>49 ft</b>



## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Powerhouses, Hatcheries, and Parks: below 1,000V

An Arc Flash analysis may be performed due to varied system configurations and large motor fault current contributions. Where analyses indicate a lower level of hazard exists than stated in the table, arc flash labels may be posted with appropriate exposure level and distance. These tables are applicable when working on or near exposed energized electrical parts and equipment with exposed energized parts.

The following tasks shall apply to the following two tables:

- Racking breaker in/out
- Removing/placing protective covers on panel
- Applying shorts and grounds
- New circuit/equipment connection
- Opening/closing disconnect
- Opening/closing by control handle/push button on breaker by hand with panel door open
- Switching/transferring
- Testing for voltage/phase
- Cable splicing/cutting
- Removing/replacing fuse
- Moving conductor

Voltage	Equipment Type	Min. Working Distance* while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
50 – 250VAC	Metal-Clad Switchgear	18"	14"	7"	5"	5½ ft
	Motor Control Center	18"	15"	9"	4"	5 ft
	Transformer	Refer to section "Padmount, Overhead, And Vault-style Transformer Secondary Applications" on page 6				
	CT Meters, Control Wiring	12"	9"	6"	5"	3½ ft
	Pedestal, Pull Boxes, Hand Holes	12"	9"	6"	5"	3½ ft
	Panel Boards: 1Φ and 3Φ	12"	9"	6"	5"	3½ ft
	Open Air	13"	11"	8"	6"	3 ft
251 - 999VAC	Metal-Clad Switchgear	4 ft	3½ ft	2 ft	18"	16½ ft
	Motor Control Center	4 ft	3½ ft	2 ft	18"	13 ft
	Transformer	Refer to section "Padmount, Overhead, And Vault-style Transformer Secondary Applications" on page 6				
	CT Meters, Control Wiring	12"	10"	6"	5"	3½ ft
	Pedestal, Pull Boxes, Hand Holes	18"	15"	9"	7"	5 ft
	Panel Boards: 1Φ 3Φ ( ≤100 Amps )	18"	15"	9"	7"	5 ft
	3Φ ( >100 Amps )	2 ft	18"	12"	9"	6½ ft
	Open Air	13"	11"	8"	6"	4 ft

\* Working Distance is defined as the approximate distance from the arc source to the worker's face and body, not their hands or arms.

## Arc Flash Hazards, Distances & Clothing

**W-GR-4030**

### Downtown Vaults

NOTE: For low-voltage work on spot networks, one feeder must be isolated.

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary						
		8	12	25	40							
Bus	Landing/removing cables, phasing/testing for voltage on the following: <table><tr><th>Ceiling bus</th><th>Wall bus</th></tr><tr><td>216V</td><td>216V</td></tr><tr><td>480V</td><td>480V</td></tr></table>	Ceiling bus	Wall bus	216V	216V	480V	480V	3 ft	2 ft	1½ ft	1ft	9 ft*
	Ceiling bus	Wall bus										
216V	216V											
480V	480V											
Cutting cables	Splicing/cutting cable (216V)											
Network protectors	Landing/removing cables, phasing / testing for voltage, installing/ removing protector links, rolling network protectors in and out 216V 480V	3 ft 5 ft	2 ft 4 ft	1½ ft 3 ft	1ft 1½ ft	10 ft* 17 ft*						
Magnefixes	Switching, pulling caps, phasing / testing 12.5kV for voltage, grounding	6½ ft	4½ ft	2 ft	15"	46 ft*						
	Tying feeders/breaking tie	15 ft	9½ ft	4½ ft	3 ft	102 ft*						
Isoquenchers	Phasing/testing for voltage (12.5kV)	6½ ft	4½ ft	2 ft	15"	46 ft*						
Automatic transfer switches	Pulling/landing/parking elbows (12.5kV)											

\*Personnel within vaults are considered to be within the Boundary.

### Revenue Metering

NOTE: For low-voltage work on spot networks, one feeder must be isolated.

	Task	Min. Working Distance while wearing (cal/cm <sup>2</sup> )...				Arc Flash Boundary
		8	12	25	40	
<b>Transformers</b>	Padmounted, Overhead-style, or Vault-style Transformers: Setting/pulling/auditing meters	*	*	*	*	*
<b>Network Transformers</b>	Setting/pulling/auditing meters <ul style="list-style-type: none"> <li>216V</li> <li>480V</li> </ul>	3 ft	2 ft	1½ ft	1ft	9 ft

\* Refer to **Padmounted, Overhead-style, and Vault-style Transformer Secondary Applications** page 6

## **Arc Flash Hazards, Distances & Clothing**

**W-GR-4030**

### **Equipment Owned by Others**

Electrical Inspectors and Construction & Maintenance personnel working as contractors may find themselves working on or near energized electrical parts or equipment owned by Tacoma Power customers, other utilities, or customers of other utilities.

When inspecting customer-owned equipment over 1,000V (medium voltage), Electrical Inspectors must remain outside the potential arc source boundary while any work is being performed (including removing covers or opening doors). The Electrical Inspector may then approach to inspect with the base FR clothing, unless the customer has documented more stringent FR requirements.

When inspecting customer-owned equipment less than 1,000V (low voltage), the customer should provide a report or label indicating the hazard level, or the equipment should be de-energized before inspection. If the equipment cannot be de-energized and either no engineering study was performed, or the report or labeling looks suspicious to the Electrical Inspector, then the hazards for revenue metering shown previously in this work practice should be used.

When Construction & Maintenance contracts with customers or other utilities, the customer or other utility must provide the distance, level of arc energy, and arc flash boundary. However, for work on primary metered services connected to Tacoma Power distribution feeders, the tables for Underground or Overhead Primary Distribution Lines contained in this work practice may be used. Additionally, the other portions of this work practice and any special requirements that the customer or other utility may have must be followed.

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### **References**

- IEEE 1584-2002
- NESC Section 410
- Staff Procedure T&D-47

**APPENDIX "C" – SAMPLE INVOICE**



XYZ Company

PO Box 123  
Anywhere, USA 12345  
Work Week Ending Date: 12/02/2015  
XYZ Crew Foreman: Tom Thumb

Invoice No. 177117  
Invoice Date: 12/08/2015  
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 - <u>minus the</u> <u>Groundperson</u> (this hourly rate is less the current billing rate of \$25.00 for a Groundperson)	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
<b>Subtotal</b>			\$6,000.00
<b>Sales Tax</b>			-
<b>TOTAL</b>			\$6,000.00

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

**APPENDIX "D"**  
**LEAP INSTRUCTIONS, GOAL**  
**FORM AND REGULATIONS**

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

## LEAP REQUIREMENTS & PROCEDURES:

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

### Post-award Submittals:

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

LEAP is a mandatory City of Tacoma Program that requires the Prime Contractor performing a qualifying public work project to ensure that 15 percent of the total labor hours worked on the project are performed by Pierce County residents who are: Veterans and/or youth (18-24) and/or apprentices approved by the Washington State Apprenticeship Council (SAC). Or, residents of Tacoma (see \*Exceptions and \*\*Exceptions). The 15% labor hour goal is described as the LEAP Utilization Goal (LUG). A mandatory sub goal requires the prime contractor to ensure that 25% of the LUG is performed by residents of the City of Tacoma's "Community Empowerment Zone". Compliance may be met through any combination of utilizing LEAP-Qualified residents of Tacoma or SAC apprentices, youth and/or veterans of Pierce County. The accompanying LEAP Regulations, forms, maps and street addresses are included in these specifications.

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

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

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

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

## CITY OF TACOMA

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

#### I. PURPOSE

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

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

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

#### II. DEFINITIONS

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

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

**B. "Building Projects"** shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

**C.** "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

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

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

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

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

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

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

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

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



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

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

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

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

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

**R. "Resident of Community Empowerment Zone" (CEZ resident)** shall mean any person who continues to occupy a dwelling within the boundaries of the Community Empowerment Zone, has a present intent to continue residency within the boundaries of the Community Empowerment Zone, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature; provided, however, that an individual initially certified as a CEZ resident and is no longer a CEZ resident, shall retain such certification status for a period of up to 2 years or 1000 Labor Hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any Civil Project, Building Project, or Service Contract covered by this chapter for said certification period. For example, if an individual initially certified as a CEZ resident on January 1 of calendar year 1 on project A works 900 hours in that calendar year on project A, and is thereafter hired to work 700 hours in year 2 on project B, the individual will retain his or her CEZ status for all hours worked on project B; provided, if the individual commences work on project C after he or she has worked 100 or more hours on project B in year 2, the Contractor for project C

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

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

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

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

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

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

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

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

**AA.** "Tacoma Power Hydro Project Areas" shall mean those areas within the boundaries of the Cowlitz, Cushman, Wynoochee, and Nisqually Hydroelectric projects, which are located in Lewis, Mason, Grays Harbor, Pierce and Thurston counties.

**BB.** "Tacoma Water's Green River Headworks and Watershed Area" shall mean that area in King County that is served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a public work or improvement to be performed primarily for the water utility." (See Figure 5)

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

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

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

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

### **III. LEAP goals**

#### **A. Utilization Goals.**

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

per subsection B below.

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

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

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

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

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

## **B. Adjustments.**

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



1. The number of hours worked by a Resident of the CEZ or Seattle's Duwamish and White Center CEZ shall be multiplied by two;

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

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

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

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

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

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

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

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

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

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

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

#### **D. LEAP Reports.**

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

#### **E. LEAP Goal Adjustments.**

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

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the

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

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

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

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

#### **F. Utilization**

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

#### **G. Utilization**

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

#### **H. Emergency**

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

### **I. Conflict With State or Federal Requirements**

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

## **IV. MISCELLANEOUS PROVISIONS**

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

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

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

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



THESE REGULATIONS SHALL BE EFFECTIVE the 17th day of May, 2013

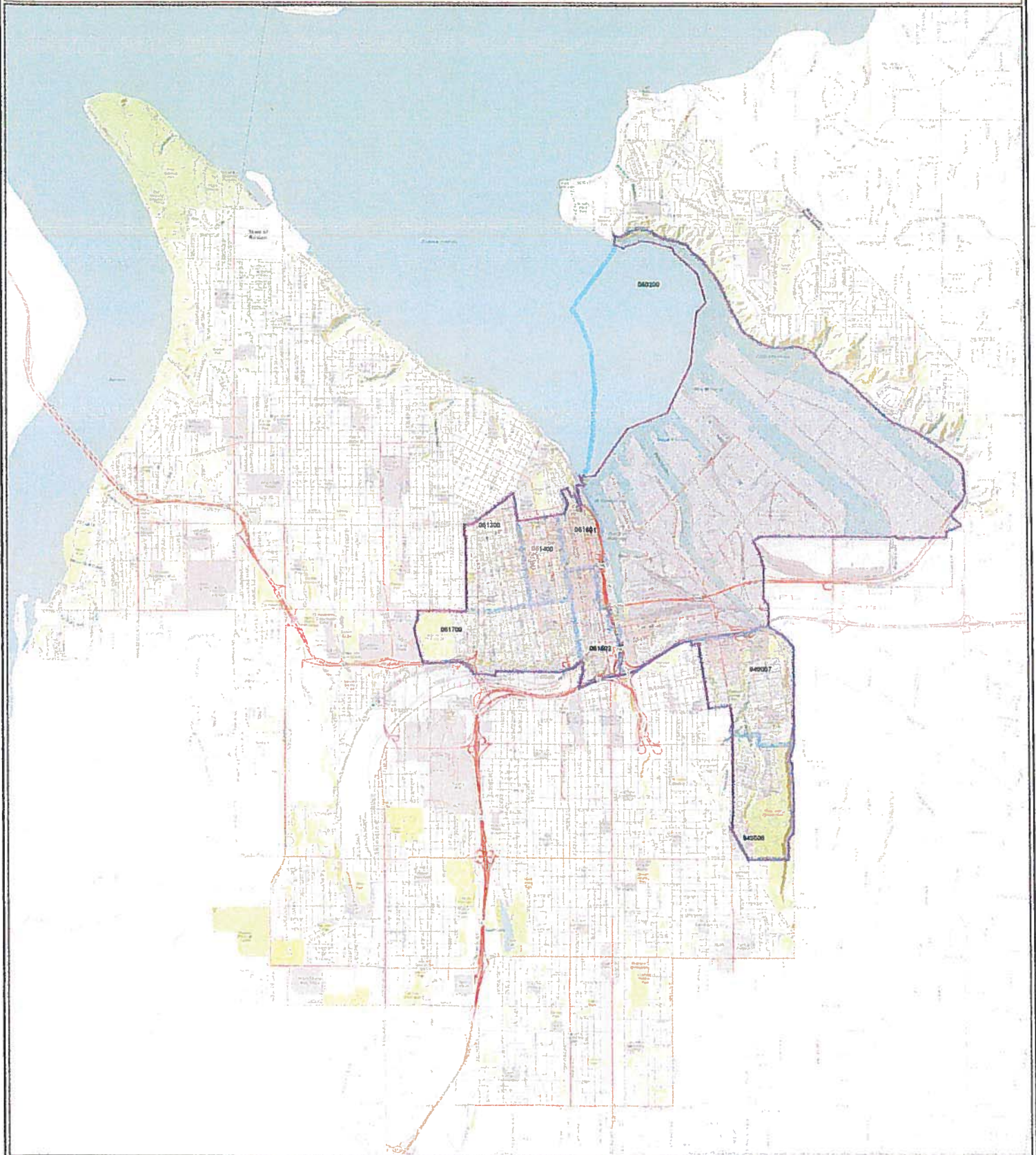
**CITY OF TACOMA**

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

By  5/31/13  
William A. Gaines, Director of Utilities/CEO date

# Community Empowerment Zone<sup>164</sup>

## City of Tacoma



### Legend

- Community Empowerment Zone
- 2010 Census Tracts

### Map Location



City of Tacoma  
Community & Economic Development Department  
GIS Analysis & Data Services



3000 0 3000 6000 9000  
Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. It is to be used for reference purposes only.



Figure 1

**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
City of Tacoma

A Street	800-1499	616.01	Busti Street		602
	1500-2099	602			
	2100-2398 (even)	616.02	E C Street	2400-2999	602
	2101-2399 (odd)	602			
	2400-3099	617	S C Street	1900-3099	616.02
				9600-9999	617
S Ainsworth Street	500-1899	613			
	1900-2899	617	Canal Street		602
S Alaska Street	2000-2899	617	S Cedar Street	1900-2799 (odd)	617
Alexander Avenue		602	Center Street	601-2099 (odd)	617
Althiemer Street	1100-2799	614	Chandler Street	2800-2899	617
(formerly G Street)					
			City Waterway		602
S Anderson Street	1900-2799	617			
			Cleveland Way		602
E Arlington Drive		940006			
			Cliff Avenue		616.01
South Ash Street	1900-2899	617			
			E Columbia Avenue		940007
Ashton Way		602			
			S Commerce Street	700-1499	616.01
E B Street	2200-2399	602		1500-3099	616.02
	2400-3098 (even)	616.02			
	2401-3099 (odd)	602	Court A		616.01
S Baker Street	601-699 (odd)	616.01	Court C	400-1499	616.01
				1500-2299	616.02
Bay Street	1500-2599	602			
	2600-2898 (even)	940007	Court D	650-1499	616.01
	2601-2601 (odd)	602		1555-2499	616.02
Blair Waterway		602	Court E	700-1499	616.01
				1500-2499	616.02
Boundary Street	2800-2899	617			
			Court F		614
Broadway	400-1499	616.01			
	1500-1799	616.02	Court G	700-1399	614
				2100-2799	617
E Brotman Way		602			
			S Cushman Avenue	400-1889	613
Browning Street		940007		1900-2899	617



**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
City of Tacoma

E D Street	001-2999	602	E Grandview Avenue	3000-3799	940007
				3800-5599	940006
S D Street	2800-3099	616.02			
			S Grant Avenue	500-1899	613
S Delin Street	200-2999	616.02		1900-2899	617
	3001-3999 (odd)	616.02			
			E Gregory Street	1600-2499	940007
Division Avenue	1200-2198	613			
			Harper Street		940006
E Division Lane	1600-2499	940007			
			E Harrison Street	1300-2599	940007
Dock Street	400-1498	616.01			
	401-1499 (odd)	602	Holgate Street		616.02
	1500-2399	602			
			Homestead Avenue	3800-5599	940006
East E Street	200-2999	602			
			S Hood Street	200-599	616.02
East Side Road		602			
			S Hosmer Street	1400-1899	613
Everett Avenue		940006		1900-2899	617
E F Street	200-2999	602	Hylebos Creek Waterway		602
E Fairbanks Street	1301-1599 (odd)	940007			
	1600-2499	940007	E I Street	1100-2799	602
Faris Drive		940006	S I Street	700-1899	614
				1900-2899	617
Fawcett Avenue	700-1499	616.01			
	1500-3099	616.02	E J Street	1100-2799	602
S Ferry Street	600-2899	613	S J Street	700-1899	614
	1900-2899	617		1900-2899	617
S Fife Street	1900-2799	617	Jefferson Avenue		616.02
E G Street	1100-2949	602	S Junett Street	1900-2799	617
S G Street	700-1099	614	E K Street	1100-2799	602
	1100-1299	614			
(Now Althiemer Street)	1300-1899	614	S K Street	700-1899	614
	1900-2899	617	(Martin Luther King, Jr. Way)	1900-2899	617

**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
City of Tacoma

E George Street	1600-2499	940007			
			Kent Street		940006
E L Street	1100-2799	602	Olympic Street		602
S L Street	300-698 (even)	613	Pacific Avenue	400-1499	616.01
	700-1898 (even)	613		1500-1699	616.02
	701-1899 (odd)	614		1700-2098 (even)	616.02
	1900-2899	617		1702-2099 (odd)	602
				2100-3099	616.02
Lincoln Avenue		602			
			S Pine Street	1900-2799	617
E M Street	1100-2799	602			
	2801-3535 (odd)	940007	Pioneer Way		940007
S M Street	300-1899	613	Port Industrial		
	1290-2899	617	Water way (Blair)		602
Marc Avenue		602	Port of Tacoma Road		602
Marine View Drive	100-6198	602	Portland Avenue	2400-2749	602
				2750-3536	940007
Market Street	700-1499	616.01		3539-3799 (odd)	940007
	1500-3099	616.02		3801-3999 (odd)	940006
				4001-5199 (odd)	940006
Marshall Avenue		602			
			S Prospect Street	1900-2799	617
Maxwell Way		602			
			Puyallup Avenue	100-198 (even)	602
McKinley Avenue	1100-2899	602		101-199 (odd)	616.02
				200-1598	602
Middle Waterway		602			
			Puyallup Waterway		602
Milwaukee Way		602			
			E Q Street	1100-2749	602
Minneapolis Street		602		2750-3799	940007
				3800-5299	940006
E Morton Street	1300-2599	940007			
			E R Street	2800-3799	940007
E N Street	1100-2749	602		3800-5599	940006
	2750-3536	940007			
			Railroad Way		602
Normal Street		602			
			Reardon Drive		940006
O Street	1100-2749	602			

**TACOMA COMMUNITY EMPOWERMENT ZONE  
ADDRESS INDEX**

City of Tacoma

	2705-3536	940007	S Ridgewood Avenue		613
S Oakes Street	1900-2799	617	Rimrock Drive		940006
River Road		940007	S Tacoma Avenue	1500-2999 (odd)	616.02
				1900-2798 (even)	617
River Street		602		3000-3199	616.02
E Roosevelt Avenue	3200-3799	940007	Tacoma Industrial		
	3800-5599	940006	Waterway		602
Ross Way		602	Taylor Way		602
Sheldon Street		940006	Thorne Road		602
S Sheridan Avenue	400-1899	613	Townsend Street		602
	1900-2999	617			
			S Trafton Street	1900-2799	617
E Sherman Street		940007			
			Wakefield Drive	200-599	616.02
E Side Road		602			
			Wiley Avenue		602
Sitcum Waterway		602			
			S Wilkeson Street	1900-2899	617
S Tacoma Avenue	700-1898 (even)	614			
			Williams Street		602
S Tacoma Way	200-599	616.02			
			E Wright Street	1300-2399	940007
S Sprague Avenue	600-1899	613			
	1900-2899	617	S Yakima Avenue	700-1899	614
				1900-2899	617
St. Helens Avenue	401-599 (odd)	616.01			
	600-999	616.01	Young Street		602
St. Paul Avenue		602			
S Stadium Way	400-699	616.01			
S State Street	601-1899 (odd)	613			
	1900-2899	617			
S Steele Street	1900-2899	617			
Stewart Street		602			

**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
City of Tacoma

E T Street	2800-3799	940007			
	3800-5599	940006			
S Tacoma Avenue	701-1499 (odd)	616.01			
E 3 <sup>rd</sup> Street		602	E 30 <sup>th</sup> Street	100-199	616.02
				200-599	602
E 7 <sup>th</sup> Street		602		1300-2199	940007
E 10 <sup>th</sup> Street		602	E 31 <sup>st</sup> Street	1300-2699	940007
E 11 <sup>th</sup> Street	100-149	616.01	E 32 <sup>nd</sup> Street	1300-2699	940007
	150-4225	602			
			E 34 <sup>th</sup> Street	1300-2699	940007
E 12 <sup>th</sup> Street		602			
			E 35 <sup>th</sup> Street	1300-2699	940007
E 14 <sup>th</sup> Street		602			
			E 36 <sup>th</sup> Street	1300-2699	940007
E 15 <sup>th</sup> Street	100-198 (even)	602			
	101-199 (odd)	616.02	E 37 <sup>th</sup> Street	1600-2699	940007
	200-4199	602			
			E 38 <sup>th</sup> Street	1600-2598 (even)	940006
E 17 <sup>th</sup> Street		602		1601-2599 (odd)	940007
E 18 <sup>th</sup> Street		602	E 39 <sup>th</sup> Street	1600-2599	940006
E 19 <sup>th</sup> Street		602	E 40 <sup>th</sup> Street	1600-2599	940006
E 21 <sup>st</sup> Street		602	E 41 <sup>st</sup> Street	1600-2599	940006
E 22 <sup>nd</sup> Street		602	E 42 <sup>nd</sup> Street		940006
E 23 <sup>rd</sup> Street		602	E 43 <sup>rd</sup> Street	1600-2599	940006
E 25 <sup>th</sup> Street	100-199	616.02	E 44 <sup>th</sup> Street	1600-2599	940006
	200-1599	602			
			E 45 <sup>th</sup> Street	1600-2599	940006
E 26 <sup>th</sup> Street	100-199	616.02			
	200-1740	602	E 46 <sup>th</sup> Street	1600-2599	940006
E 27 <sup>th</sup> Street	100-199	616.02	E 47 <sup>th</sup> Street	1600-2599	940006
	200-1849	602			
			E 48 <sup>th</sup> Street	1600-2599	940006
E 28 <sup>th</sup> Street	100-199	616.02			
	200-1099	602	E 49 <sup>th</sup> Street	1600-2599	940006
	1300-2000	940007			

**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
City of Tacoma

			E 50 <sup>th</sup> Street	1600-2599	940006
E 29 <sup>th</sup> Street	100-199	616.02			
	200-749	602	E 51 <sup>st</sup> Street	1600-2599	940006
	1300-2000	940007			
E 52 <sup>nd</sup> Street	1600-2599	940006	S 12 <sup>th</sup> Street	1200-2199	613
E 53 <sup>rd</sup> Street	1700-2599	940006	S 13 <sup>th</sup> Street	100-599	616.01
				600-1199	614
E 54 <sup>th</sup> Street	1700-2599	940006		1200-2199	613
E 55 <sup>th</sup> Street	1900-2599	940006	S 14 <sup>th</sup> Street	100-599	616.01
				600-1199	614
E 56 <sup>th</sup> Street	1900-2599 (odd)	940006		1200-2199	613
49 <sup>th</sup> Avenue N.E.	100-1699	602	S 15 <sup>th</sup> Street	100-598 (even)	616.02
				101-599 (odd)	616.01
S 4 <sup>th</sup> Street	100-398 (even)	616.01		600-1199	614
	1200-1399	613		1200-2199	613
S 5 <sup>th</sup> Street	100-399	616.01	S 16 <sup>th</sup> Street	100-599	616.02
	1220-1599	613		600-1199	614
				1200-2199	613
6 <sup>th</sup> Avenue	300-399	616.01			
	1200-1999	613	S 17 <sup>th</sup> Street	200-599	616.02
	2000-2199 (even)	613		600-1199	614
				1200-2199	613
S 7 <sup>th</sup> Street	100-499	616.01			
	500-598 (even)	616.01	S 18 <sup>th</sup> Street	200-599	616.02
	600-1198 (even)	614		600-1199	614
	1200-2199	613		1200-2199	613
S 8 <sup>th</sup> Street	100-599	616.01	S 19 <sup>th</sup> Street	200-599	616.02
	600-1199	614		600-1198 (even)	617
	1200-2199	613		601-1199 (odd)	614
				1200-2198 (even)	617
S 9 <sup>th</sup> Street	100-599	616.01		1201-2199 (odd)	613
	600-1199	614		2200-3098 (even)	617
	1200-2199	613			
			S 20 <sup>th</sup> Street	200-599	616.02
S 10 <sup>th</sup> Street	100-599	616.01		600-3099	617
	600-1199	614			
	1200-2199	613	S 21 <sup>st</sup> Street	100-198 (even)	616.02
				101-199 (odd)	602
S 11 <sup>th</sup> Street	100-599	616.01		200-599	616.02
	600-1199	614		600-3099	617



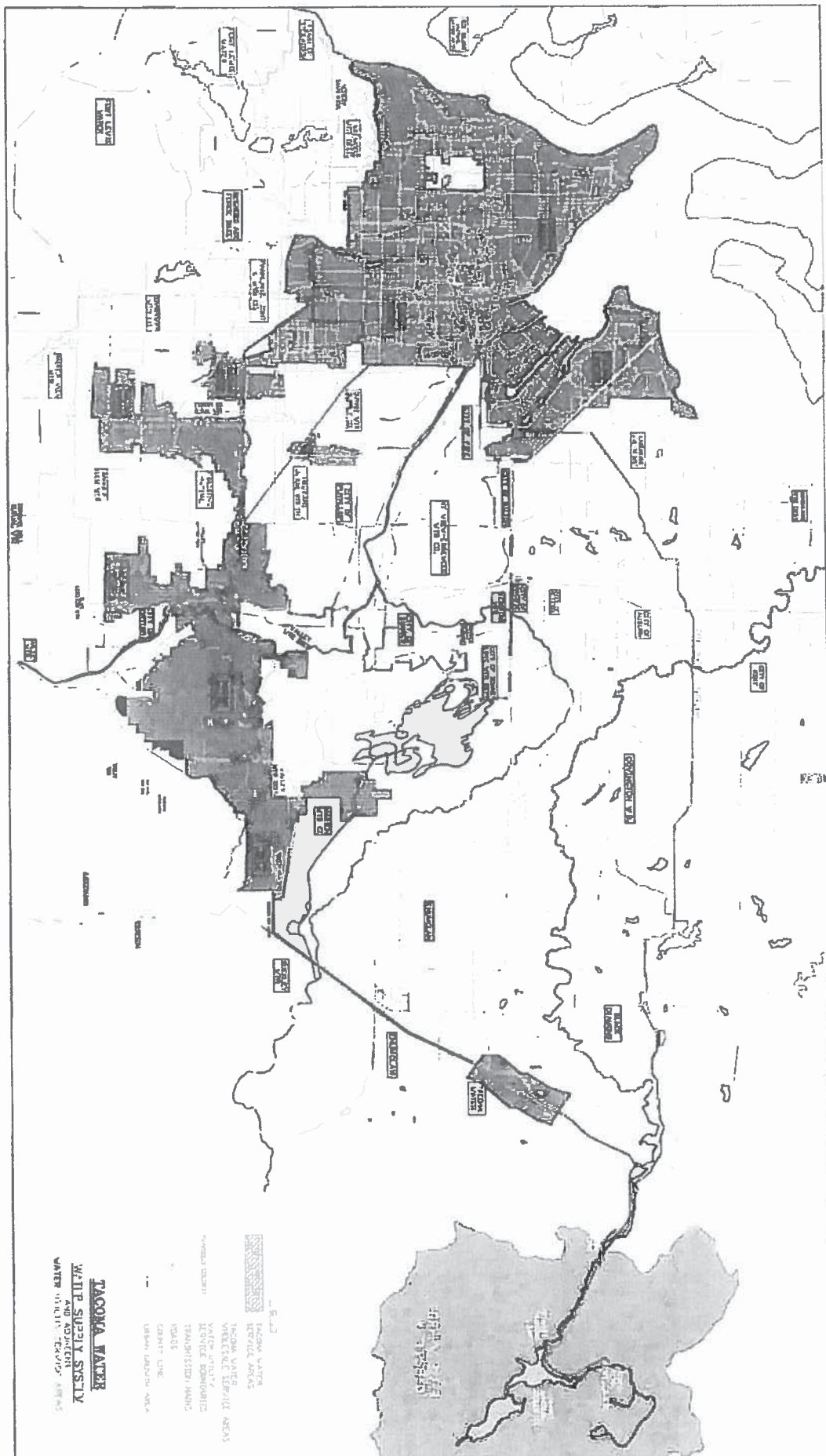
**TACOMA COMMUNITY EMPOWERMENT ZONE**  
**ADDRESS INDEX**  
 City of Tacoma

[illegible]



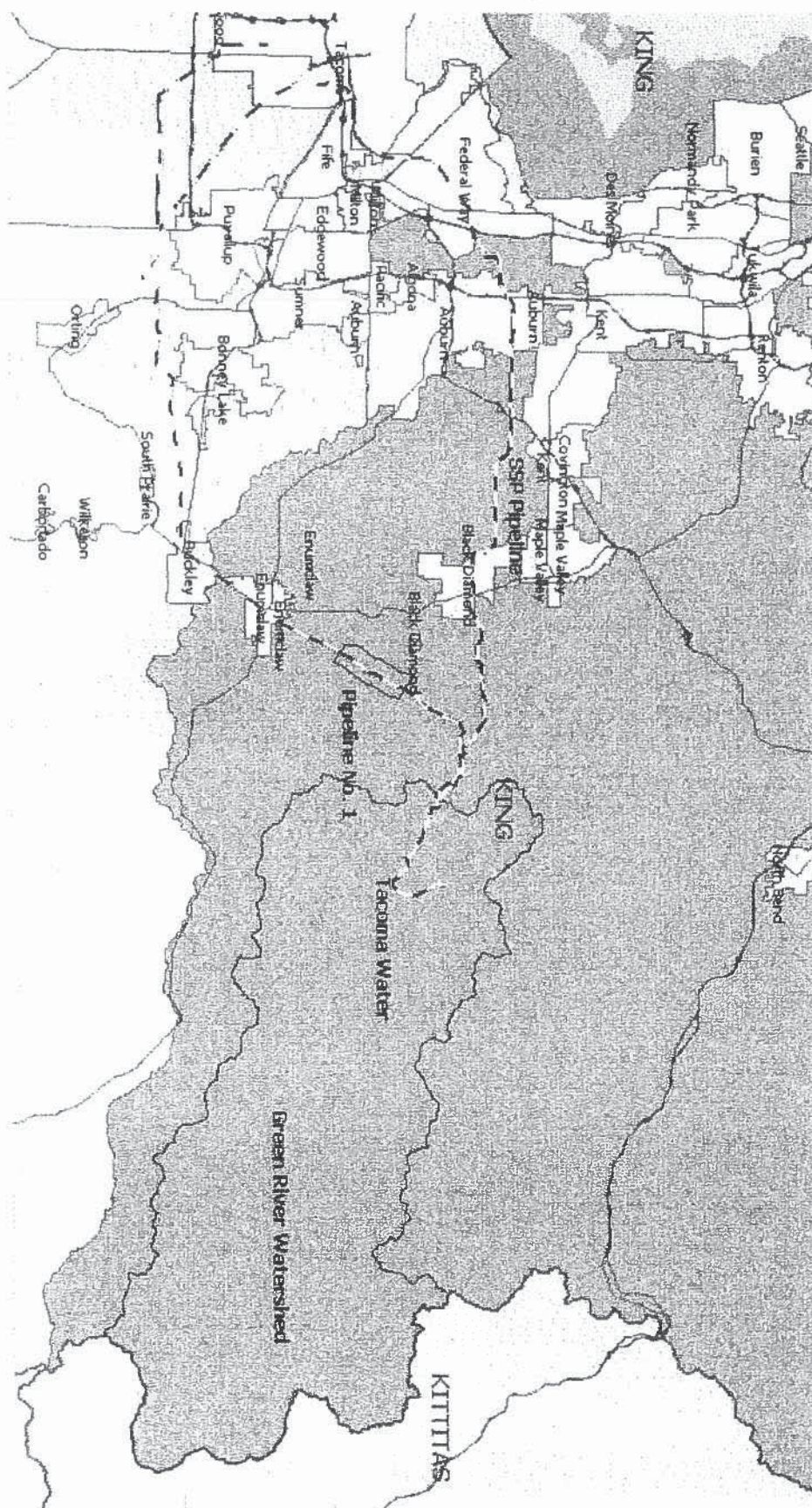


### Figure 3



### Figure 4





### Figure 5



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5826 fax (253) 591-5232  
[www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)

## **LEAP EMPLOYEE VERIFICATION FORM**

Contractor/Sub: \_\_\_\_\_ Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

Ethnic Group: ☐ Asian, ☐ Hawaiian/ Pacific Islander, ☐ Black, ☐ Hispanic, ☐ White,

☐ Native American/Alaskan Native

Gender: ☐ MALE ☐ FEMALE

Social Security Number: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Apprenticeship County: \_\_\_\_\_ Apprentice Registration I.D. (if applicable): \_\_\_\_\_

Copy of DD-214: \_\_\_\_\_

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

LEAP qualified employee categories: (check all that apply)

\_\_\_\_\_ a. Resident of the Tacoma Community Empowerment Zone

\_\_\_\_\_ b. Resident within the geographic boundaries of the City of Tacoma

\_\_\_\_\_ c. Pierce County Apprentice-WA State Approved Apprentice living in Pierce County

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

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

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

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

\_\_\_\_\_ h. Tacoma Power Hydro Projects only (must live in the county where the work is performed) - Resident of Lewis, Mason, Grays Harbor, Pierce and Thurston Counties - (verified by proof of county residency) **\*Effective on projects advertised after 07-10-09**

\_\_\_\_\_ i. Tacoma Water Green River Headworks and Watershed Projects only - Resident of Seattle's Duwamish and White Center Community Empowerment Zone (CEZ) or King County Apprentice (verified by proof of CEZ residency) or (King County Apprentice status verified by the Labor & Industries website, [www.lni.wa.gov/](http://www.lni.wa.gov/), directions to follow) **\*Effective on projects advertised after 07-10-09**

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## LEAP EMPLOYEE VERIFICATION FORM

*To be Completed by Contractor or Subcontractor*

Please attach a legible copy of one of the following document(s) showing the address of residence as proof of local residency (Tacoma).

If the employee is a Pierce County resident and has apprentice status, youth status, or veteran status; please attach a document showing their address and an additional document showing that they are an apprentice, youth or veteran. If one document contains their address and 'other' status, that is sufficient.

.....

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

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

\_\_\_\_\_ Driver's License with current address

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

\_\_\_\_\_ Copy of current tax form W-4

\_\_\_\_\_ Rental Agreement/Lease (residential)

\_\_\_\_\_ Computer Printout From Other Government Agencies

\_\_\_\_\_ Property Tax Records

\_\_\_\_\_ Apprentice Registration I.D.

\_\_\_\_\_ Food Stamp Award Letter

\_\_\_\_\_ Housing Authority Verification

\_\_\_\_\_ Insurance Policy (Residence/Auto)

\*Any of the above must have a complete physical address. No PO Boxes.

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX “E”**

### **SMALL BUSINESS ENTERPRISE (SBE) REGULATIONS**

#### **TACOMA MUNICIPAL CODE – CHAPTER 1.07**



## **Chapter 1.07**

### **SMALL BUSINESS ENTERPRISE**

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Sunset and review of program.

#### **1.07.010 Policy and purpose.**

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

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

#### **1.07.020 Definitions.**

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

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

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

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

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

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

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or

supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.030 Discrimination prohibited.**

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

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

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

#### **1.07.040 Program administration.**

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

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

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

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

#### **1.07.050 Certification.**

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

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
  - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or

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

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

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

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

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

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

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

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### **1.07.060 Program requirements.**

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

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

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

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

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

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

#### **1.07.070 Evaluation of submittals.**

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

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

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

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

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



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

$$(\text{Base Bid}) - \left[ \frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

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

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

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

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

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

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

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

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

#### **1.07.080 Contract compliance.**

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

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

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

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

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

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

#### **1.07.090 Program monitoring.**

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

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

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

#### **1.07.100 Enforcement.**

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

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

#### **1.07.110 Remedies.**

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

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

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

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

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

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

#### **1.07.130 Severability.**

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

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

#### **1.07.140 Sunset and review of program.**

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

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)





**APPENDIX "F"**

**CONTRACT SAMPLE**

## CONTRACT

Resolution No.  
Contract No.

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

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

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

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

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

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

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: \$ \_\_\_\_\_, plus applicable sales tax.
- III. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By: \_\_\_\_\_  
*Enter title of dept or div staff w/auth to sign for this \$ amt*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Select for over \$50K or NA*

\_\_\_\_\_  
*Printed Name*

By:

\_\_\_\_\_  
*Director of Finance*

\_\_\_\_\_  
*Title*

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
*City Attorney*

Sample

## **APPENDIX "G"**

### **PERFORMANCE AND PAYMENT BOND SAMPLES**



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**PERFORMANCE BOND  
TO THE CITY OF TACOMA**

Resolution No.  
Bond No.

That we, the undersigned, \_\_\_\_\_

as principal, and \_\_\_\_\_

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,

\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of 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. Treasury Department.

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

Approved as to form:

Principal: **Vendor Legal Name**

\_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



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**PAYMENT BOND  
TO THE CITY OF TACOMA**

Resolution No.

Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,

\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 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 waives 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. Treasury Department.

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

Approved as to form:

Principal: **Vendor Legal Name**

\_\_\_\_\_  
*Deputy City Attorney*

By: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

**APPENDIX “H”**

**RETAINAGE BOND SAMPLE**





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

Bond No. \_\_\_\_\_

That we \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington ("OBLIGEE"), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of \_\_\_\_\_, (\$ \_\_\_\_\_) lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Obligees have entered into and executed a certain contract for:

\_\_\_\_\_ (Contract No. \_\_\_\_\_),  
dated \_\_\_\_\_, 20\_\_\_\_\_.

The Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum not to exceed five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

The Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Obligees harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligees may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Obligees, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.
5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved as to form:

Principal: **Vendor Legal Name**

\_\_\_\_\_  
*Deputy City Attorney*

By: \_\_\_\_\_

Surety:

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

## APPENDIX "I" – 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	<b>**Augmented/Contracted Crews**</b>
			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	<b>From Crew Makeup</b>	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***
	<b>Add to Crew</b>
	50-55 Foot Articulated Man-Lift
	60-70 Foot Articulated Man-Lift
	80-92 Foot Articulated Man-Lift
	105 Foot Articulated Man-Lift
	150 Foot Articulated Man-Lift
	Off Road 75ft Max Man-Lift
	Self Feed Chipper
	2 1/2 Ton Dump Truck
	Hi-level Mobile Sign Board

## APPENDIX “J” – PERMIT FOR USE OF CITY PROPERTY

(Notice: Actual form may change but will be substantially the same)

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC UTILITIES  
PERMIT NO. [xxx]**

Reference No.:	P[xxxx-xxx]
Licensor:	City of Tacoma, Department of Public Utilities, Light Division (d.b.a. Tacoma Power)
Licensee:	[Licensee's Name(s) Here]
Legal Description:	Portion of the Southeast Quarter of Section 25, Township 20 North, Range 2 East, W.M.
Tax Parcel No.(s):	Portion of 0220254077
County:	Pierce
Permit Expiration Date:	[3-year contract end date] or upon termination of City Contract No. [xxxxxxxxxx], whichever occurs first

### CONTACT INFORMATION

**LICENSEE:**

Name(s): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
E-mail: \_\_\_\_\_

**LICENSOR:**

Tacoma Public Utilities  
Real Property Services  
3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409  
(253) 396-3060

---

This Permit (“Permit”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (“Effective Date”), by and between the CITY OF TACOMA, DEPARTMENT OF PUBLIC  
 UTILITIES, LIGHT DIVISION (d.b.a. Tacoma Power), a municipal corporation, hereinafter  
 referred to as “Licensor” and [Licensee’s name(s) here], hereinafter referred to as “Licensee.”

### RECITALS

**A.** Licensor owns, operates, and maintains the Premises defined below as part of and in relation  
 to its utility operations.

**B.** Licensee desires to use a specified portion of said Premises for the use specified in this  
 Permit.

**C.** Licensors are willing to grant permission to Licensee to access and use a portion of its real property strictly for the use specified in this Permit and issue Licensee a real property license to use said real property per the terms and conditions specified in this Permit.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Permit, the parties agree as follows:

**1. LICENSE.**

**A. Grant of License / Description of Premises.** Licensors grants to the Licensee limited, non-exclusive, revocable permission to use the following described Premises for the Permitted Use stated below subject to all the terms and conditions of this Permit:

A 110 FOOT X 130 FOOT SITE AREA LOCATED ON THAT TRACT OF LAND CONVEYED TO THE CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION BY WARRANTY DEED DATED JUNE 29, 1965 AND RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2107599 AND ALSO BEING KNOWN AS A PORTION OF LICENSOR'S SOUTHWEST SUBSTATION PROPERTY LYING JUST NORTH OF THE FENCED TRANSFORMER OIL PROCESSOR BUILDING AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

(hereinafter "Premises")

**B. Purpose.**

**i. Permitted Use.** Licensors permits the Premises to be used by the Licensee, and Licensee's agents, contractors, employees, customers, guests, and invitees, only for the express purpose of:

PARKING FOR LICENSOR'S VEHICLES AND EQUIPMENT RELATED SOLELY TO WORK BEING PERFORMED UNDER CITY CONTRACT NO. [XXXXXXXXXX] AND (1) PORTABLE CHEMICAL TOILET (I.E. SANI-CAN OR PORT-A-POTTY).

(hereinafter "Permitted Use")

**ii. No Other Use Is Permitted.** Licensee may only use the Premises in strict accordance with this Permit. Licensee shall make no other use of the Premises or change or enlarge Licensee's use thereof without prior written approval of Licensors.

**C. No Property Rights Are Granted.** This Permit does not convey any right, title, or interest in real property or in the above described Premises. The permission granted by this Permit is a license in real property only.

**D. CONDITION OF PREMISES.** LICENSEE HAS INSPECTED THE PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION "AS-IS." LICENSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR THE PERMITTED USE.

**E. Third Party Obligations.** Licensee shall ensure that its agents, contractors, employees, customers, guests, and invitees shall comply with all the requirements, obligations, limitations, and restrictions of this Permit. The Permit and permissions granted herein are contingent

upon Licensee and Licensee's agents, contractors, employees, customers, guests, and invitees complying with all the terms and conditions of this Permit.

**F. Special Conditions.**

Special Conditions are attached to this Permit as Exhibit B "Special Conditions".

**2. PERMIT PERIOD**

**A. Term.** The term of this Permit and the permission and license granted herein shall be effective beginning on the Effective Date and terminating on [enter 3-year contract end date] or upon termination of City Contract No. [xxxxxxxxxx], whichever occurs first.

**B. Permit Extension.** Licensee may submit a term extension request and applicable fee to Licensors no later than sixty (60) days before the Permit terminates per Section 2.A. A mandatory site inspection will be required for all Permit term extensions. After receipt of the request and site inspection, Licensors may, in its sole discretion, increase the term of this Permit. Permit extensions will not be granted if any conditions have changed since the original Permit was granted and/or any permitted structures or improvements are not in compliance with the terms and conditions of this Permit.

**C. Permit Re-Issuance.** In the event this Permit is terminated and Licensors thereafter grants a new Permit to Licensee, Licensee shall pay all fees owing to process a new permit.

**3. FEES AND COSTS**

**A. Fees.** No Processing Fee and/or Use Fee are assessed for this Permit. The permission granted herein is consideration associated with City Contract No. [xxxxxxxxxx], which provides for no fee contractor use of Tacoma Power property.

**B. Licensee Assumes all Costs.** Licensee hereby expressly assumes liability and responsibility for all expenses and costs associated with this Permit and the Permitted Use.

**C. Licensee to Pay Costs to Enforce Conditions of Permit.** Licensee agrees to reimburse Licensors for any costs (including reasonable attorney's fees) that Licensors may incur in enforcing the terms and conditions of this Permit.

**D. Licensee Liable for Damages.** Licensee shall pay or reimburse Licensors for all damages to Licensors's property or the Premises resulting from the actions of Licensee or any of Licensee's agents, guests, or invitees.

**E. Leasehold Excise Tax.** In addition to the Land Use Permit Fees, Licensee shall pay Licensors:

- i. all leasehold excise tax (as required by RCW 82.29A in lieu of real property taxes) to the extent that any is determined to be due as a result of this Permit,
- ii. any surface water and other governmental charges and assessments (special and general) of every kind and nature levied or assessed against the Premises, and
- iii. any taxes levied or assessed in lieu of the foregoing, in whole or in part.

Leasehold excise tax is calculated by the State, and assessed against a variety of interests in real property, including, without limitation, permits, licenses and facility use agreements (none of which are leases) using a percentage multiplier of either the rent/use fee/permit fee/license fee required hereunder or an imputed fair market value of the same, and as a result, Licensee shall be responsible for any increases in leasehold excise tax that result from an increase in rent/use fee/permit fee/license fee for the Premises over the term hereof, or for increases due to an increase in the statutory rate during the term of this Permit. If Licensee provides Licensors with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then Licensee shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, Licensee shall be required to obtain documented renewal of such exemption and provide such to Licensors in order to claim continued exemption under this Permit.

#### **4. MAINTENANCE OF PREMISES AND IMPROVEMENTS**

**A. Maintenance Requirements.** The Premises, including any improvements, structures, facilities, and/or equipment will be maintained at the Licensee's sole cost, in a safe condition, in a clean and neat manner, and in accordance with the specifications of the Permit and attached Exhibits.

**B. Assumption of Risk.** Any improvements, facilities, or equipment allowed per this Permit on the Premises shall be subject to being damaged by Licensors use or operations. Licensee assumes the risk of these limited use rights and will be responsible for the costs and expenses in restoring the Premises.

**C. Maintenance Notice.** Licensee shall notify Licensors four (4) weeks prior to scheduled maintenance of the Premises or improvements permitted by this Permit that could potentially interfere with Licensors use of the Premises. The parties agree that if maintenance schedules result in a construction or use conflict, Licensors schedule shall prevail. If emergency maintenance is required on Licensee's facilities, Licensee shall notify Licensors as soon as reasonably practical.

#### **5. NO WARRANTY**

Licensors does not warrant its authority to permit the above described Permitted Use and Licensee shall secure any other rights or permissions that are needed for Licensee's lawful use of the Premises.

#### **6. PURPOSE AND CONTROL OF PREMISES**

Licensors owns the Premises as part of its utility system and the Premises are necessary for the operation, maintenance, and improvement of its utility system facilities. Licensee therefore acknowledges that the primary purpose of the Premises is Licensors operations. Thus, the permission granted by this Permit is subject and subordinate to Licensors paramount rights and operations. Licensee shall not in any way interfere with Licensors use of or operations on the Premises. Licensee shall not prohibit or in any way limit access to the Premises by any city, state, or federal regulatory agency, Licensors, or other party granted permission by Licensors to access and use the Premises. Licensors may, in its sole discretion, require Licensee to move or modify its use, operations, facilities, or structures at Licensee's expense.

Further, Licensee, its agents, employees, or property is subject to the hazards of Licensor's utility operations, which Licensee hereby expressly assumes.

## **7. TEMPORARY EXCLUSIVE CONTROL**

**A. Exclusive Control.** Licensor, in its sole discretion, may assert temporary exclusive control over the Premises, including temporarily excluding Licensee from the Premises, when exclusive control is needed for Licensor's operations.

**B. Hold Harmless.** Licensee agrees to hold Licensor harmless against any claims, demands or damages related to denial of access and use of the Premises.

## **8. PERMIT NON-EXCLUSIVE / SUBJECT TO REGULATION AND CITY OF TACOMA POLICY**

**A. Other Permits.** This Permit is nonexclusive and shall not prohibit Licensor from granting permits or licenses to the same Premises to others.

**B. Other Agreements.** The rights granted by this Permit shall be subject to any prior, concurrent, or subsequent agreements or contracts entered into or that may be entered into by Licensor or the City of Tacoma.

**C. Regulation.** Licensee shall obtain all applicable permits or approvals from federal, state, or local agencies prior to use of or construction on the Premises as allowed by this Permit. The Licensee shall give full cooperation to any federal, state, county, or local agencies having jurisdiction over the Premises or use of the Premises.

**D. City of Tacoma Policy.** Licensor and the City of Tacoma reserves the right to prescribe additional rules, policies, and regulations relating to the rights, use, and permission granted under this Permit. Licensor will endeavor to give sixty (60) days' notice to Licensee of any such additional rules, policies, and regulations.

## **9. SUPERVISION**

Licensee shall give the conduct, operation, and maintenance of the Premises and Permitted Use its personal supervision and direction.

## **10. NUISANCES PROHIBITED**

The Licensee will maintain the Premises in a clean, neat, and orderly manner and will not create or permit any nuisance to exist or allow the Premises to be used for any immoral or unlawful purposes.

## **11. NONLIABILITY**

Licensor shall not be liable to the Licensee or to any third parties entering upon the Premises related to or in furtherance of any act or thing done in connection with the Permitted Use or other use of the Premises. Licensee, on behalf of itself and its employees, personnel, contractors, agents, invitees, or licensees expressly assumes all risks associated with the Permitted Use or other use of the Premises.

## **12. INDEMNIFICATION**

Licensor shall in no way be liable or responsible for any injury or damage done or occasioned by the actions or operations of Licensee or Licensee's contractors, agents, employees, customers, guests, and invitees under this Permit, and Licensee binds and obligates itself to pay and satisfy any and all claims arising on account of its operations under this Permit. To the fullest extent allowed by law, the Licensee agrees to indemnify, defend and hold harmless the Licensor and the City of Tacoma, its officers and employees, from and against any and all claims for damages or loss to the Licensor's or the City of Tacoma's operations or property and from any and all claims or litigation arising in connection with this Permit and/or Licensee's use of the Premises. This includes damages to or loss of property and personal injury, including injury to or death of Licensee or Licensee's agents, contractors, employees, customers, guests, and invitees, which may be caused or occasioned by the existence, operation, use or maintenance of any and all of the property subject of this Permit or associated with the license granted hereunder, or caused or occasioned by any act, deed or omission of the Licensee, Licensee's contractors, agents, employees, guests, customers or invitees.

In this regard, Licensee hereby waives immunity under Title 51 RCW, Industrial Insurance Laws, and acknowledges that this provision has been mutually negotiated. The Licensor and the City of Tacoma agrees to be responsible for its sole negligence or the sole negligence of its employees and officers occurring within the scope of their employment.

## **13. HAZARDOUS SUBSTANCES AND/OR CONDITIONS**

**A.** No goods, merchandise or material shall be kept, stored or sold on the Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be conducted therein, thereon or therefrom other than as provided for in this Permit. No machinery or apparatus shall be used or operated on the Premises which will in any way injure the Premises; provided, however, that nothing in this paragraph shall preclude Licensee from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are necessary or customary in carrying out the authorized uses under this Permit.

**B.** In the event such uses include keeping or storing inflammable or explosive substances, such substances shall be stored in closed containers and shall be stored, used or dispensed in the manner prescribed by the regulations of Licensor or other public body having authority in the matter and, in any event, in the safest manner reasonably possible. Licensee shall be solely liable for the remediation of any Hazardous Substance and/or conditions on the Premises resulting from Licensee's use of Premises. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup.

## **14. INSPECTION**

This Permit is a Real Property license and conveys no possessory interests whatsoever. Licensor may, therefore, enter the Premises at any time for any reason.



## 15. TERMINATION

**A. Notice of Termination.** This Permit may be terminated by the Licensee or Licensors upon thirty (30) days written notice, for any reason stated in said notice, mailed by certified mail to the Licensee at [ADDRESS HERE], OR to Licensors at P.O. Box 11007, Tacoma, Washington 98411.

**B. Operational Necessity.** In the event it should become necessary, as determined by Licensors in its sole discretion, for Licensors to make use of the Premises to such an extent as to necessitate discontinuance of the use thereof by the Licensee, Licensors may terminate this Permit by giving Licensee written notice of such termination at any time. Said notice to be given by certified mail addressed to Licensee at [ADDRESS HERE], and termination shall be effective IMMEDIATELY upon delivery thereof.

**C. Insolvency/Bankruptcy.** It is hereby agreed that if the Licensee becomes either insolvent or files a proceeding in bankruptcy, or if a receiver is appointed, Licensors may, upon giving ten (10) days' notice to the Licensee, cancel this Permit and Licensee shall cease the Permitted Use and vacate the Premises.

**D. Vacation of Premises.** Upon the termination of this Permit for any reason, the Licensee agrees to promptly and peaceably vacate the subject Premises and to return said Premises and any structures and/or improvements located on the Premises prior to the beginning date of this Permit to Licensors in as good condition as the same existed prior to the execution of this Permit, reasonable wear and tear excepted. If the Licensee's structures and/or improvements existed prior to this Permit, the Licensee shall return the Premises to the Licensors in a condition that is satisfactory to the Licensors. Satisfactory condition of the returned Premises shall be determined at the Licensors' sole discretion. Any damages to the subject Premises or to cultural resources on the Premises shall be repaired at Licensee's expense.

## 16. ASSIGNMENT

This Permit is non-assignable and non-transferable.

## 17. MISCELLANEOUS

**A. Entire Agreement.** This Permit constitutes the entire agreement and understanding of the parties and supersedes all discussions and other agreements between the parties. There are no representations or understandings of any kind not set forth herein. Notwithstanding anything to the contrary in this section, Licensors policies, regulations, and procedures will apply to and govern the terms and conditions and the permission granted by this Permit.

**B. Amendments.** Any amendments to this Permit must be in writing and executed by both Parties.

**C. Governing Law.** This Permit shall be construed in accordance with the laws of the State of Washington.

**D. Enforceability.** Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

**E. Exhibits.** All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

**F. Mutual Negotiation.** Licensee acknowledges that this Permit has been mutually negotiated and any ambiguity regarding the terms and conditions herein shall not be construed or interpreted against Licensor as the drafter of this Permit.

**G. Recording.** This Permit or a memorandum hereof shall, at the Licensor's sole discretion, be recorded in any public office.

**H. No Waiver.** Failure of Licensor to insist on the performance of any of the terms and conditions of this Permit, or the waiver of any breach of any of the terms and conditions of this Permit, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**I. Section Headings.** The titles to the sections and paragraphs of this Permit are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Permit.

**J. Survival**

The following sections will survive the termination of this Permit and remain enforceable against Licensee after termination:

Sections 2.C, 7, 12, 13, 15, 17.C and 17.D.

[Name of Signer], [Signer's Title]

[Name of Signer], [Signer's Title]

I certify that I know or have satisfactory evidence that [Name of Signer] and [Name of Signer] is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the [Title of Signer] and [Title of Signer] for [Company Name] to be the free and voluntary act and deed of such company for the uses and purposes mentioned in the instrument.

Notary Public in and for the State  
of \_\_\_\_\_  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved:

\_\_\_\_\_  
Power Superintendent

Accepted:

Authorized and Approved:

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
Section Manager

Reviewed:

Form Approved:

\_\_\_\_\_  
Project Lead

\_\_\_\_\_  
Deputy City Attorney

**City of Tacoma - Department of Public Utilities –  
Light Division Permit No. [xxx]**

**PREMISES**

**Portion of the Southeast Quarter of Section 25, Township 20 North, Range 2 East, W.M.,  
in the City of Tacoma, Pierce County, Washington**



**REAL PROPERTY SERVICES ILLUSTRATION**

**Reference No.**  
P[xxxx-xxx]

This illustration is not to scale. It is provided as a customer convenience to assist in identifying significant characteristics of the installation. No liability is assumed by reason of reliance hereon.

**EXHIBIT A**

## **EXHIBIT B SPECIAL CONDITIONS**

### **1. ACCESS**

- A.** Licensee's access to the Premises shall be made from South 74th Street only.
- B.** Licensee shall not block roads, alleys, and/or driveways at any time and/or for any reason.

### **2. INSPECTION**

- A.** Upon termination of the Permit/License, the Licensee agrees to meet with Licensors at the Premises to allow inspection of the property and ensure that all conditions of the Permit/Licensee have been fulfilled. Licensors can be contacted at the telephone (253) 502-8720 or at Real Property Services at (253) 396-3060.
- B.** Any inspections performed by Licensors, or Licensors's failure to conduct an inspection, shall not operate to or in any manner impose any legal duty or liability on Licensors or relieve Licensee of any responsibility, obligation, duty or liability under this License or imposed by any applicable law, rule or regulation.

### **3. INSURANCE**

- A.** During the term of this Permit/License, Licensee and its contractors, shall obtain and maintain at its sole expense the following liability insurance coverage:
  - i.** A policy of Commercial General Liability insurance coverage, providing coverage for claims of bodily injury, death, personal injury, and property damage arising from operations on the Licensors's property. Coverage shall include, but not be limited to: products hazard and completed operations coverage, contractual liability coverage, and employer stop gap coverage. The policy shall name the Licensors as an additional insured.
  - ii.** The Licensee and its contractor(s) shall obtain and have in place prior to entering upon the Licensors's property, a policy of Commercial Automobile Liability coverage, with the Licensors named as an additional insured.
- B.** For all insurance policies required by this section:
  - i.** Coverage shall be written on a policy form published by the Insurance Service Office (ISO) or its functional equivalent. The Licensors reserves the right to determine if a proposed policy is in fact a functional equivalent and its decision shall be conclusive on the issue.
  - ii.** Coverage shall be underwritten by insurance carriers licensed to do business in the State of Washington and of adequate financial strength (an A.M. Best Company rating of no less than A-V) subject to review and approval by the Licensors.
  - iii.** Coverage shall be primary over and non-contributing to the Licensors's own insurance coverage or program.

- iv. No coverage required by this section shall be subject to a deductible or self-insured retained limit in excess of \$10,000 without the Licensor's prior written approval. To assure that the Licensor receives the full benefit of coverage, the Licensee shall pay any deductible or self-insured retained limit on behalf of the Licensor, notwithstanding any negligence or liability on the part of the Licensor.
- v. All coverage required by this section shall be written on a per "occurrence" basis and not on a "claims-made" policy form.
- vi. All policies required by this section shall provide policy limits of no less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate limit of \$2,000,000. The aggregate limit shall be dedicated or limited to the location or work reflected by the contract, permit or right of entry or industry track agreement by policy endorsement.
- vii. The Licensee and the Licensor, shall mutually and reciprocally waive claims of subrogation against each other for claims of damage to their property or injury to their employees, and shall obligate their insurance carriers to do the same. This provision is not intended to waive contractual indemnification obligations or claims under any additional insured policy provision.

**C. Subcontractors.** If any portion of Licensee's operation or work permitted by the Licensor is to be contracted by Licensee, Licensee must require that the contractor provide and maintain insurance and coverages set forth herein and require that its contractor release, defend, hold harmless, and indemnify the Licensor to the same extent and under the same terms and conditions as Licensee.

**D. Certificate of Insurance.** Certificates of Insurance, reflecting evidence of the required insurance and coverage as described in A. above, shall be sent to the following address prior to the use of any rights provided by the Permit/License:

Tacoma Public Utilities  
Real Property Services  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409

The certificate shall be filed with the acceptance of the Permit/License and annually thereafter. All coverage shall be listed on one certificate with the same expiration dates.

In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the Permit/License, then, in that event, the Licensee shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination.

Failure to obtain or provide adequate evidence of the required insurance and coverage will entitle, but not require, the Licensor to terminate this Permit/License.

**E. Modification / Adjustment of Insurance Requirements.** The Licensor reserves the right to modify the insurance requirements of this Permit/License, require any other insurance coverage, or adjust the policy limits as it deems reasonably necessary to reflect then-current

risk management practices. Licensee shall have thirty (30) days from receipt of written notice of the change, modification, or adjustment to provide the Licensor with a Certificate of Insurance evidencing that Licensee has obtained the required insurance as described in the notice.

**F. Self-Insurance Provision.** An entity that is wholly or partially self-insured may, with the approval of the City of Tacoma, provide evidence of such self-insurance funding and, by letter, commit its self-insurance program to the minimum amounts required herein. By executing this License, Licensee agrees that it will pay any deductible or self-insured portions of the insurance or self-insurance provided.

#### **4. TRANSMISSION LINE SAFETY**

**A. Clearances.** Licensee shall use good and reasonable judgment with regard to type and height of vehicles allowed to access the Premises, and in allowing any use of tools or activities which could endanger Licensee's employees, licensees, agents, patrons, invitees, or any other person(s). Licensee expressly acknowledges the high voltage transmission lines over the licensed Premises and the extreme danger and hazard to life and property associated with such high voltage power lines.

**B. Work under Power Lines.** Licensee, for itself and on behalf of its agents and contractors and personnel, agrees to adhere to all applicable safety codes and laws, including but not limited to, National Electric Safety Code, Washington Administrative Codes, WAC 296-24-960, "Working on or Near Energized Parts" and WAC 296-155-53408, "Power Line Safety", and Tacoma's standards.

**C. No Grading, Digging.** No digging, filling and/or grading within said Premises is allowed.

**D. Electromagnetic Fields.** Electric devices, including power lines, emit electromagnetic fields (EMF). Some studies have shown that EMF may affect human and/or animal biological systems. Although a National Academy of Sciences Committee has concluded that the findings to-date do not support claims that EMF fields are harmful to a person's health, the Licensee is hereby notified that potential causal connections between EMF and human diseases may exist. Licensor does not warrant that use of this Licensor's real property (the Premises) is without risk of exposure to EMF. In spite of this concern, the Licensee has decided to enter into this Permit/License with Licensor and expressly assumes all risk of harm as set forth herein.

**E. Static Electrical Charge.** Metallic structures (fences, metal buildings, etc.) installed near high voltage power lines may, under some conditions, become energized with a "static" electrical charge. Licensee shall take necessary measures to eliminate the possibility of static electrical shock to persons coming in contact with such structures.





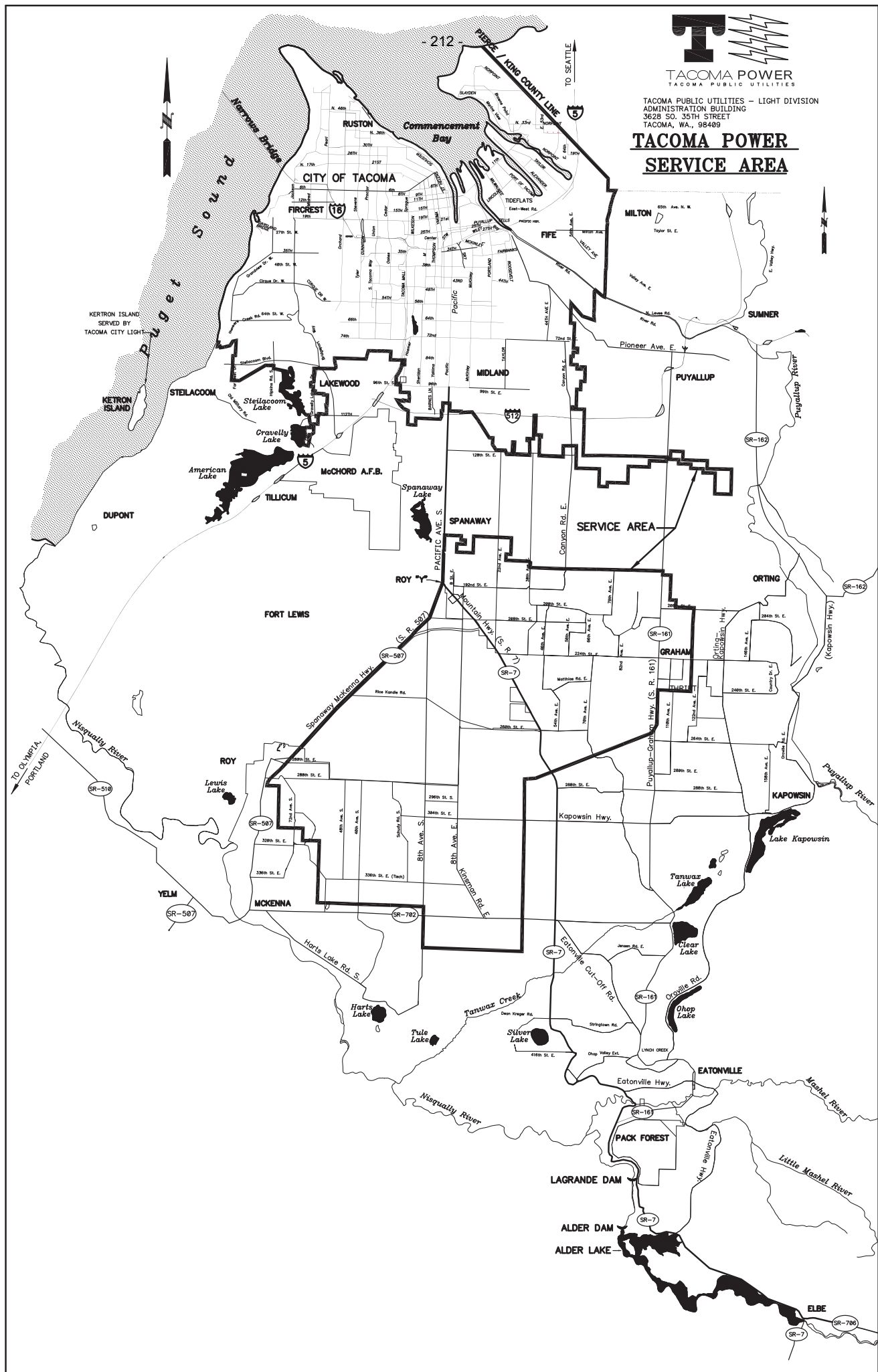
**APPENDIX “K” – TACOMA POWER SERVICE TERRITORY MAP**



TACOMA POWER  
TACOMA PUBLIC UTILITIES

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

## TACOMA POWER SERVICE AREA



**APPENDIX “L” – GENERAL RELEASE TO THE CITY OF TACOMA**



City of Tacoma

City of Tacoma Contract No.: \_\_\_\_\_ Specification No.: \_\_\_\_\_

## General Release to the City of Tacoma

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The undersigned, named as the Contractor in a certain agreement between contractor name and the City of Tacoma, dated \_\_\_\_\_, 20\_\_\_\_, hereby releases the City of Tacoma, its departmental officers, employees, and agents, from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of \$\_\_\_\_\_.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Signature Name

**ASPLUNDH®**

20004 144TH AVENUE NE  
WOODINVILLE, WA 98072

City of Tacoma Department of Public Utilities

Request for Bids Specification No. PT17-0429F

Tacoma Public Utilities Administration North Building

Main Floor

3628 S. 35<sup>th</sup> St.

Tacoma, WA. 98409

JAN 23 '18 AM 10:29

ORIGINAL



20004 144<sup>th</sup> Ave NE • Woodinville, WA 98072 • 425-483-9339

Tacoma Power  
Procurement & Payable Division  
3628 S. 35<sup>th</sup> St.  
Tacoma, WA. 98409

January 22, 2018

**Bid PT17-0429F Power Line Vegetation Clearance Crews**

Dear Valued Customer

Asplundh offers the experience of 90 years in the line clearance industry. We strive to create sound working relationships with our customers and the public. Asplundh has over a decade long history with Tacoma Power and looks forward to many more.

In addition to our Line Clearance Qualification Standard, Asplundh has developed a Wildland Fire Protection Plan that all employees are trained on, is implemented throughout the fire season, and is audited by a third party. We can also offer a storm emergency response program to effectively help you put your system back in order if that need would ever arise. It is our goal to help apply the best distribution line clearance program possible for your system by having the most professional personnel on all levels, and by using the innovative ideas and equipment that have helped put Asplundh at the top of the line clearance industry.

We appreciate the opportunity to submit our proposal and hope we may be of service to you. If you have questions concerning our proposal or require additional information, please contact us at your convenience.

Please note that if we are awarded this bid, we request the following be considered to the contract terms and conditions:

- Correct Corporate name. It is "Asplundh Tree Expert, LLC". (and throughout the document.)
- C.2 and 3 – Please add "to the extent of the Contractor's obligations under the Contract" to end of each sentence.
- I.1 – Add "to the extent of the Contractor's obligations under the Contract" after "endorsement" on line 4.
- V.A.1.j – Please add "to the extent of the Contractor's obligations under the Contract" after "insured" on line 1.
- 3.05.B, ¶2 – Please add "to the extent of the Contractor's obligations under the Contract" after "insured" on line 4.
- 4.17.2.B.1 – If a Credit Card is used for payment a 4% surcharge will be added to the amount of the invoice.
- Ex B 3.A.i – Please add "to the extent of the Contractor's obligations under the Contract" to end of 2<sup>nd</sup> sentence.
- 2.05 –
  - Change "To the greatest ... and expense and" to "Contractor" on line 2-3.
- 2.05 –
  - Change "arising out of and in connection with or incident to the" to "to the proportionate extent such is caused by Contractor's negligent" on line 8.
  - Please delete "sole" on line 10.

Sincerely,  
Steve Blum  
Regional Manager

**SIGNATURE PAGE**



**ORIGINAL**

**CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES**

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

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

**REQUEST FOR BIDS SPECIFICATION NO. PT17-0429F**

**Power Line 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).*

Asplundh Tree Expert LLC  
Bidder/Proposer's Registered Name  
  
20004 144th Ave. NE  
Address  
  
Woodinville, WA. 98072  
City, State, Zip  
  
sblum@asplundh.com  
E-Mail Address  
  
23-1277550  
E.I.NO. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

  
Signature of Person Authorized to Enter into Contracts for Bidder/Proposer  
1/22/2018  
Date  
  
Steve Blum - Region Manager 072  
Printed Name and Title  
  
425-483-9339  
(Area Code) Telephone Number / Fax Number  
  
409019409  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number  
  
ASPLUTE833QA  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.**

Specification No. PT17-0429F

Asplundh Tree Expert LLC

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: ASPLUTE833QA

Effective Date: 10/31/2017

Expiration Date: 10/31/2019

Current Washington Unified Business Identifier (UBI) number:

Number: 409019409

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

☒ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: 226668-00-7

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: 23-1277550

☐ Not Applicable

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

☐ Yes ☒ No If yes, provide an explanation of your disqualification on a separate page.

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

☒ Yes ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_

☒ Not Incorporated (we are a LLC)

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

State: Pennsylvania





## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (December 12, 2017), 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.

Asplundh Tree Expert LLC  
Bidder

  
Signature of Authorized Official\*

Steve Blum  
Printed Name

Region Manager 072  
Title

January 15, 2018  
Date

Woodinville  
City

WA  
State

Check One:

Individual ☐    LLC-Partnership ☒    Joint Venture ☐    Corporation ☐

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

Pennsylvania

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 PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL PRICING SHEET**

Item #	ITEMS	Estimated Hours	COST PER HOUR @ REGULAR TIME	COST PER HOUR @ OVERTIME	COST PER HOUR @ STORM RATE (Section 4.02.3A)	TOTAL (Regular Time Hours X Estimated Hours)
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	3,300	\$ 187.00	\$260.74	\$ 310.18	\$617,100.00
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	18,200	\$ 193.94	\$ 267.69	\$ 317.12	\$3,529,708.00
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	\$ 177.00	\$ 250.75	\$ 300.18	\$ 354,000.00
<b>Total for Announcing at Bid Opening</b>						<b>\$4,500,808.00</b>

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

2 <sup>ND</sup> YEAR ESCALATION:	Escalation percentage for contract 2 <sup>nd</sup> year, to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. See Section 4.05.3.	2.75 %
3 <sup>RD</sup> YEAR ESCALATION:	Escalation percentage for contract 3 <sup>rd</sup> year, to be applied to labor costs only. Adjustment to be implemented on anniversary date of contract award. A maximum of 5% will be allowed. Per Section 4.04.2 – This single one year contract extension may be considered subject to mutual agreement per the same contract terms and conditions.	4.0 %



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**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:

Item #	ADDITIONAL PERSONNEL ITEMS (Section 4.01.7F.1)	COST PER HOUR REGULAR TIME	COST PER HOUR OVERTIME	COST PER HOUR STORM RATE (Section 4.02.3A)
1	Power Line Clearance Tree Trimmer – In Charge	\$ 64.25	\$ 93.10	\$ 112.44
2	Power Line Clearance Tree Trimmer	\$ 57.13	\$ 82.78	\$ 99.98
3	4 <sup>th</sup> Step Apprentice	\$ 51.79	\$ 75.04	\$ 90.63
4	3 <sup>rd</sup> Step Apprentice	\$ 49.54	\$ 71.78	\$ 86.70
5	2 <sup>nd</sup> Step Apprentice	\$ 47.30	\$ 68.54	\$ 82.78
6	1 <sup>st</sup> Step Apprentice	\$ 45.04	\$ 65.26	\$ 78.82
7	Tree Equipment Operator	\$ 64.25	\$ 93.10	\$ 112.44
8	Tree Trimmer Ground-person	\$ 42.86	\$ 62.10	\$ 75.01
9	Trackhoe Mower with operator & Ground-person	\$ 217.11	\$ 265.20	\$ 297.44
10	ISA Certified Arborist w/ Transportation (See Section 4.01.7G)	\$ 80.75	\$ 109.60	\$ 128.94
11	Flagger (Not to include travel time per Section 4.12.1 )	\$ 53.85	\$ 78.03	\$ 94.24
12	2 Person Spray Crew w/ Transportation	\$ 124.70	\$ 173.28	\$ 205.85



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS**

<b><u>Item #</u></b>	<b><u>ADDITIONAL EQUIPMENT ITEMS</u></b> <b><u>(Section 4.01.7F.2)</u></b>	<b><u>COST PER HOUR</u></b> <b><u>REGULAR TIME</u></b>
13	50- 55 Foot Articulated Man-Lift	\$ <u>10.00</u>
14	60 - 70-Foot Articulated Man-Lift	\$ <u>16.94</u>
15	80 - 92-Foot Articulated Man-Lift	\$ <u>88.75</u>
16	105 - Foot Articulated Man-Lift	\$ <u>98.61</u>
17	150 - Foot Articulated Man-Lift	\$ <u>Rental +10%</u>
18	Off-Road (all terrain) 75 ft. maximum working height Man-lift (Bucket Truck)	\$ <u>100.00</u>
19	Self-Feed Chipper	\$ <u>4.01</u>
20	2-½ Ton Dump Truck	\$ <u>8.75</u>
21	Skid Steer Mower w/ Truck & Trailer	\$ <u>88.75</u>
22	Hi-Level mobile sign board (traffic control)	\$ <u>25.00</u>
23	Trackhoe Mower (item #9) Mobilization (See Section 4.01.7E.5)	\$ <u>1085.76</u>
24	Trackhoe Mower (item #9) Mobilization Vehicle w/operator (See section 4.01.7E.6)	\$ <u>135.72</u>



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL – QUESTIONNAIRE**

Please answer the questions below:

**SBE QUALIFICATION**

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

YES	
NO	X

**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	X
NO	

**BUSINESS INFORMATION**

1. What are your normal business hours? 8:00 - 4:30
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:

Steve Blum - 253-278-7218

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.

90	Years
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**Specification PT17-0429F  
Power Line Vegetation Clearance Crews**

**CONTRACTOR'S RECORD OF PRIOR CONTRACTS**

A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below. Two (2) years or more of prior experience in this type of work are required per Section 4.01.1A.

Name of Company	Contract Term (Year to Year)	Contract Value (\$)	Contract Reference (Name)	Phone Number / Email	Description of Work Performed
Puget Sound Energy	2017 - 2020	\$ 80,000,000.00	Robert Stafford	425-462-3958 robert.stafford@pse.com	Power Line Clearance - Vegetation Mgmt
Puget Sound Energy	2010 - 2016	\$75,000,000.00	Beth Rogers	retired	Power Line Clearance - Vegetation Mgmt
Okanogan County PUD #1	2016 - 2019	\$ 800,000.00	Nick Christoph	509-422-8435 NickC@okpud.org	Power Line Clearance - Vegetation Mgmt
Public Utility #1 of Snohomish County	2017 - 2019	\$ 3,894,584.42	Mike Munsterman	425-783-4300 mjmunsterman@sno.pud.com	Power Line Clearance - Vegetation Mgmt
Mason County PUD #3	2015- 2018(May)	\$ 1,338,000.00	Nancy Bolender	360-426-8255 nancyb@masonpud3.org	Power Line Clearance - Vegetation Mgmt
OHOP	2016 - 2018	\$ 1,098,000.00	Ken Klotz	253-847-4363 ken@ohop.coop	Power Line Clearance - Vegetation Mgmt
Peninsula Light	2016 - 2018	\$2,487,000.00	Kevin McAlister	253-549-3084 kevinm@penlight.org	Power Line Clearance - Vegetation Mgmt
Elmhurst Mutual	2016 - 2018	\$ 1,131,000.00	Corey McKenney	253-531-4646 cmckenney@elmhurstmutual.org	Power Line Clearance - Vegetation Mgmt





Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**LIST OF EQUIPMENT**

In the space below or on a separate sheet the bidder must provide a list of equipment to be utilized for work during the contract term. (See section 4.01.7E.1)

Equipment Number (or detailed description)	Year of Manufacture	Man-Lift	Dump Truck	Chipper	Other
Altec 60/70' Trim Lifts GVW 33,000 Ford Chassis Platform Height 70.3' Hydraulic pump Chip Box Capacity: 12 cubic yards	2017 or newer	5			
Altec Chipper Model DRM 12 89 Horsepower Brush Chipper	2017 or newer			5	
Altec Split Dumps Model Ford 750 GVW 24,000 Hydraulic Dump Chip Capacity 12-14 Yards	2017 or newer		5		



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**SAFETY QUESTIONNAIRE**

#1 Please use your **(2017)** OSHA 300 Log to complete the following information:

Number of non-disabling accidents	14
Number of lost workday accidents	27
Number of fatalities	0
Your company's lost time incident rate	1.02

#2	Average number of employees in your company last year	315
	Highest number of employees at any one time last year	335
	Employee man hours worked last year	588,067 Hours

#3	Please list your company's Worker's Compensation Experience Modification Rate for the most recent three years:	2017	.49
		2016	.49
		2015	.47

#4	Does your company have an accident prevention program/manual that includes an emergency action plan?  If so, is it project or site specific?	Yes	X
		No	
		Project	X
		Site	X

#5 The following questions address your safety program:

Does your company have a formal policy concerning safety?

If requested may we obtain a copy of the policy?

Does your company have safety person / officer?

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

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

Does your company conduct on-site safety inspections?

If so, how often? Daily inspections are made

Does your company hold craft "tool box" safety meetings?

If so, how often are they held? Weekly meetings

Yes	X
No	
Yes	X
No	
Yes	X
No	
On site	X
Office	X

100 %

Yes	X
No	

20+ / mo

Yes	X
No	

4 / mo





# Specification PT17-0429F Power Line Vegetation Clearance Crews

#6 The following questions concern your corporate training & programs:

Does your company have an orientation program for new hires?

Yes	X
No	

Do you have a training program for newly hired or promoted foremen?

Yes	X
No	

Are your employees trained in First Aid and CPR?

Yes	X
No	

How often is updated training offered?

1 Year(s)

What percentage of employees are trained?

100%

Do you have a written program for bloodborne pathogens?

Yes	X
No	

We have information in our Regional Policy Manuals and

Name

it's done on a crew level by Foreman and followed up with training by the General Foreman through our weekly safety meetings training topics

If so, who is responsible for training?

Position

Phone #

Do you have a substance abuse program?

Yes	X
No	

Does your company conduct drug testing?

Yes	X
No	

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

Yes	X
No	

Signed

January 15, 2018

Date

Steve Blum

Print Name

Region Manager - 072

Title

( 425 ) 483-9339

Phone #

sblum@asplundh.com

email

( 253 ) 278-7218

Cell Phone#

(Note this questionnaire does not take the place of the safety plan required by this specification in section 4.09.1)



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**SAFETY PLAN**

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

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

Name	Title	Contact Number
Steve Blum	Manager Region 072	253-278-7218
Reggie Charlesworth	Supervisor	206-406-0066
Tripp Good	Regional Safety Superintendent	206-718-3973
Steve Goetz	General Foreman	253-244-8882

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

Asplundh will address all safety issues with Tacoma Power T & D Supervisor Gordon Caudill.

We will then investigate all issues and incidents and also develop a lessons learned correspondence to review all findings with TPU and all Asplundh region 072 employees.



City of Tacoma  
Community & Economic Development  
Office of Small Business Enterprise  
747 Market Street, Room 808  
Tacoma, WA 98402  
253-594-7933 or 253-591-5224

## PRIME CONTRACTOR'S PRE-WORK FORM

Asplundh Tree Expert LLC  
Company Name  
20004 144th Ave. NE Woodinville, WA. 98072

425-483-9339  
Telephone

Address/City/State/Zip Code

PT17-0429F  
Specification Number

Power Line Vegetation Clearance Crews  
Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

### CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Steve Blum - Region Manger 072  
Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

January 15, 2018  
Date

Per SBE zero (0) SBE Goals for this project

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 \_\_\_\_\_

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## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, Asplundh Tree Expert LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid 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.

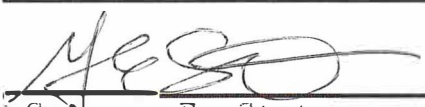
The condition of this obligation is such that if the Obligee shall make any award to the Principal for  
POWER LINE VEGETATION CLEARANCE CREWS  
SPECIFICATION NO. PT17-0429F

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 12th DAY OF January, 2018.

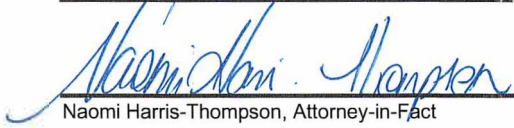
PRINCIPAL:

Asplundh Tree Expert LLC

  
\_\_\_\_\_  
Gregory E. Staton  
Asst. Secretary

SURETY:

Travelers Casualty and Surety Company of America

  
\_\_\_\_\_  
Naomi Harris-Thompson, Attorney-in-Fact

Received return of deposit in the sum of \$ \_\_\_\_\_

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

232300

Certificate No. 007327356

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Herrod, Wendy W. Stuckey, Lisa A. Ward, Lupe Tyler, Vanessa Dominguez, Melissa L. Fortier, Naomi Harris-Thompson, Misty Wright, and Donna L. Williams

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2017.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 9th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

\* My Commission expires the 30th day of June, 2021.



Marie C. Tetreault

Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2018

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 3,525,421,265	UNEARNED PREMIUMS	\$ 904,997,775
STOCKS	328,472,775	LOSSES	781,901,756
PREMIUM BALANCES	261,412,151	LOSS ADJUSTMENT EXPENSES	189,941,104
CASH AND INVESTED CASH	172,294,866	COMMISSIONS	28,428,109
INVESTMENT INCOME DUE AND ACCRUED	40,123,817	TAXES, LICENSES AND FEES	11,095,043
OTHER INVESTED ASSETS	2,868,211	OTHER EXPENSES	29,695,841
NET DEFERRED TAX ASSET	69,749,977	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,745,524
REINSURANCE RECOVERABLE	20,582,865	REMITTANCES AND ITEMS NOT ALLOCATED	5,026,404
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,867,728	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	72,807,335
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	12,527,876	RETROACTIVE REINSURANCE RESERVE ASSUMED	935,619
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,835	POLICYHOLDER DIVIDENDS	9,613,121
OTHER ASSETS TRI-PARTY/TAX CREDIT BONDS	5,048,300	PROVISION FOR REINSURANCE	3,555,060
OTHER ASSETS	232,986	ADVANCE PREMIUM	1,031,908
		PAYABLE FOR SECURITIES LENDING	4,867,728
		PAYABLE FOR SECURITIES	36,208,262
		OTHER LIABILITIES TRI-PARTY/TAX CREDIT BONDS	573,123
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,718,870
		OTHER ACCRUED EXPENSES AND LIABILITIES	747,244
		TOTAL LIABILITIES	\$ 2,146,889,826
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,857,056,066
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,297,339,826
TOTAL ASSETS	\$ 4,444,229,652	TOTAL LIABILITIES & SURPLUS	\$ 4,444,229,652

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

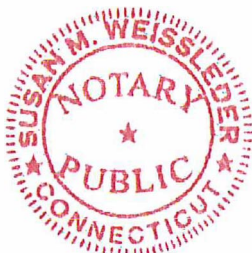
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2017.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
17TH DAY OF AUGUST, 2017

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2017



## RETAINAGE OPTIONS

### Request for Bids Specification No. PT17-0429F - Power Line Vegetation Clearance Crews

- A. **Complete and return this form with your submittal. If your company is awarded the project, the information below will be used to determine the appropriate contract documents and retainage method.**
- B. As provided for in RCW 39.08.010, a bond is required on any work resulting from this solicitation, provided that on contracts of \$150,000 or less, the contractor may, in lieu of the performance bond and payment bond, elect to have the City of Tacoma retain 10 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later.
- C. Please specify your choice:

- ☒ Performance bond\* and payment bond\* (5% retainage)
- ☐ Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts \$150,000 or less per RCW 39.08.010)
- ☐ Bond in-lieu-of retainage\*
- ☐ Escrow agreement\*

**\*The City's forms must be used. Contractor may not substitute its own forms.**

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Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
  2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
  3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
  4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed, and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
-



# ASPLUNDH

Week Ending      Invoice Date      Invoice Number

**Original Invoice**

Customer #:      Contract #      P.O. #

ASPLUNDH TREE EXPERT, LLC  
708 BLAIR MILL ROAD  
WILLOW GROVE, PA 19090

Crew #:      Foreman Name  
Ref #:

REMIT TO: 1700 SOLUTIONS CENTER  
Chicago, IL 60677-1700

BC: 31      DIV: TREE TRIMMING DIVISION  
Component #:      Project #  
Req #:  
Tracking #:      Control #: -  
Location:

BILL TO: Tacoma Public Utilities  
**ATTN:**  
3628 S. 35th St.  
Tacoma, WA. 98409

Description	Quantity	Unit	Unit Price	Total
General Foreman	40.00	HR	\$ 00.00	\$ 000.00
Foreman	40.00	HR		
Apprentice 1st Step (whichever step number)	40.00	HR		
Flaggers				
60/70' Lift Truck	40.00	HR		
Split Dump	40.00	HR		
Chipper	40.00	HR		

-OR-

2- Man Crew Rate		40.00	HR	\$000.00	\$ 0000.00
3- Man Crew Rate	includes equipment	40.00	HR		

**COMMENT:** You will receive the Original Invoice and a Customer Copy of each Invoice generated.

Please call Frencine Strother at 877-526-1993 with any billing questions.

EOE-AA: M/F/V/D

Process Date:

**Invoice Total**      \$



FINANCE PURCHASING  
JAN 22 2018 10:35:35



Wm

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
3628 S 35<sup>th</sup> St.  
Tacoma, WA 98409

---

**WRIGHT TREE SERVICE** PO BOX 1718, DES MOINES, IA 50306



January 19, 2018

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
3628 S 35<sup>th</sup> St.  
Tacoma, WA 98409

RE: RFB No. PT17-0429F  
Power Line Vegetation Clearance Crews Proposal

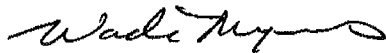
To Whom It May Concern:

Please find enclosed our proposal for the above referenced project.

Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

WRIGHT TREE SERVICE, INC.



Wade Myers  
Vice President, Division Operations

Encl.

WM:sm

## SIGNATURE PAGE

### CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES

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

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

### REQUEST FOR BIDS SPECIFICATION NO. PT17-0429F

#### Power Line 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).*

Wright Tree Service, Inc.  
Bidder/Proposer's Registered Name  
5930 Grand Ave  
Address  
West Des Moines, IA 50266  
City, State, Zip  
wmyers@wrighttree.com  
E-Mail Address  
42-0860402  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

  
Signature of Person Authorized to Enter Date  
into Contracts for Bidder/Proposer  
Wade Myers, Sr. Vice President-Operations  
Printed Name and Title  
ph. 515-277-6291 fax 866-489-2132  
(Area Code) Telephone Number / Fax Number  
600114608  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number  
CC WRIGHTS925K8  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.**

**CITY OF TACOMA  
FINANCE/PURCHASING DIVISION  
SPECIAL NOTICE TO BIDDERS**

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

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

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - 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 – NOT APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

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

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

## **D. DETERMINATION OF BIDDER RESPONSIBILITY**

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



Specification No. PT17-0429F

Wright Tree Service, Inc.  
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: CC WRIGHTS925K8

Effective Date: 5/28/2008

Expiration Date: 6/14/2018

Current Washington Unified Business Identifier (UBI) number:

Number: 600114608

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

☒ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department number:

Number: 603147-00

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: \_\_\_\_\_

☒ Not Applicable

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

☐ Yes ☒ No If yes, provide an explanation of your disqualification on a separate page.

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

☐ Yes ☒ No

If incorporated, in what state were you incorporated?

State: Iowa

☐ Not Incorporated

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

State: N/A



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (December 12, 2017), 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.

Wright Tree Service, Inc.  
Bidder

Wade Myers  
Signature of Authorized Official\*

Wade Myers  
Printed Name

Sr. Vice President - Operations  
Title

1/19/18  
Date

West Des Moines  
City

Iowa  
State

**Check One:**

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☒

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

Iowa

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 PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL PRICING SHEET**

Item #	ITEMS	Estimated Hours	COST PER HOUR @ REGULAR TIME	COST PER HOUR @ OVERTIME	COST PER HOUR @ STORM RATE (Section 4.02.3A)	TOTAL (Regular Time Hours X Estimated Hours)
<b>A</b> 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	3,300	\$ 200.02	\$ 252.88	\$ 305.74	\$ 660,066.00
<b>B</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	18,200	\$ 204.02	\$ 256.88	\$ 30 974	\$ 3,713,164.00
<b>C</b> 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	\$ 186.02	\$ 238.88	\$ 291.74	\$ 372,040.00
<b>Total for Announcing at Bid Opening</b>						<b>\$ 4,745,270.00</b>

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

<b>2<sup>ND</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 2<sup>nd</sup> year</b> , 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.	2.8	%
<b>3<sup>RD</sup> YEAR ESCALATION:</b>	Escalation percentage for <b>contract 3<sup>rd</sup> year</b> , 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.	2.8	%



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**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> <u>(Section 4.01.7F.1)</u>	<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> <u>(Section 4.02.3A)</u>
1	Power Line Clearance Tree Trimmer – In Charge	\$ 66.35	\$ 87.76	\$ 109.18
2	Power Line Clearance Tree Trimmer	\$ 59.81	\$ 78.30	\$ 96.78
3	4 <sup>th</sup> Step Apprentice	\$ 54.83	\$ 71.47	\$ 88.11
4	3 <sup>rd</sup> Step Apprentice	\$ 52.76	\$ 68.47	\$ 84.19
5	2 <sup>nd</sup> Step Apprentice	\$ 50.69	\$ 65.48	\$ 80.26
6	1 <sup>st</sup> Step Apprentice	\$ 48.62	\$ 62.48	\$ 76.34
7	Tree Equipment Operator	\$ 66.35	\$ 87.76	\$ 109.18
8	Tree Trimmer Ground-person	\$ 46.61	\$ 59.57	\$ 72.53
9	Trackhoe Mower with operator & Ground-person	\$ 178.53	\$ 212.90	\$ 247.28
10	ISA Certified Arborist w/ Transportation (See Section 4.01.7G)	\$ 73.85	\$ 95.26	\$ 116.68
11	Flagger (Not to include travel time per Section 4.12.1 )	\$ 52.78	\$ 68.51	\$ 84.24
12	2 Person Spray Crew w/ Transportation	\$ 122.42	\$ 157.22	\$ 192.03



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL PRICING SHEET – ADDITIONAL EQUIPMENT ITEMS**

<b><u>Item #</u></b>	<b><u>ADDITIONAL EQUIPMENT ITEMS</u></b> <b><u>(Section 4.01.7F.2)</u></b>	<b><u>COST PER HOUR</u></b> <b><u>REGULAR TIME</u></b>
13	50- 55 Foot Articulated Man-Lift	\$ 14.00
14	60 - 70-Foot Articulated Man-Lift	\$ 18.00
15	80 - 92-Foot Articulated Man-Lift	\$ 70.00
16	105 - Foot Articulated Man-Lift	\$ 70.00
17	150 - Foot Articulated Man-Lift	\$ 125.00
18	Off-Road (all terrain) 75 ft. maximum working height Man-lift (Bucket Truck)	\$ 38.50
19	Self-Feed Chipper	\$ 4.25
20	2-½ Ton Dump Truck	\$ 9.00
21	Skid Steer Mower w/ Truck & Trailer	\$ 32.35
22	Hi-Level mobile sign board (traffic control)	\$ 4.00
23	Trackhoe Mower (item #9) Mobilization (See Section 4.01.7E.5)	\$ 655.70
24	Trackhoe Mower (item #9) Mobilization Vehicle w/operator (See section 4.01.7E.6)	\$ 81.69



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**PROPOSAL – QUESTIONNAIRE**

Please answer the questions below:

**SBE QUALIFICATION**

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

YES	
NO	X

**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	X
NO	

**BUSINESS INFORMATION**

1. What are your normal business hours? 7:30 - 4:30 CST

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:

253-241-9267; 541-743-1013

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.

85	Years
----	-------



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**CONTRACTOR'S RECORD OF PRIOR CONTRACTS**

A summary of work that includes the information requested below on company letterhead would be acceptable in place of the completed form below. Two (2) years or more of prior experience in this type of work are required per Section 4.01.1A.

Name of Company	Contract Term (Year to Year)	Contract Value (\$)	Contract Reference (Name)	Phone Number / Email	Description of Work Performed
Please see attached "References"		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			



## ***References***

Fletcher Johnson  
Xcel Energy  
1123 W 3<sup>rd</sup> Avenue  
Denver CO 80223  
(612) 639-4590

[Fletcher.L.Johnson@xcelenergy.com](mailto:Fletcher.L.Johnson@xcelenergy.com)

- Utility Line Clearance - \$20,000,000 per year
- Project is ongoing

Kerry Favero  
PacifiCorp  
1407 W. North Temple, 230 NTO  
Salt Lake City UT 84116  
(801) 220-2271

[Kerry.Favero@pacifiCorp.com](mailto:Kerry.Favero@pacifiCorp.com)

- Utility Line Clearance - \$11,500,000 per year
- Project is ongoing
- 

Ron Fincher  
Clark Public Utilities  
PO Box 8900  
Vancouver WA 98668  
(360) 992-8863

[RFincher@clarkpud.com](mailto:RFincher@clarkpud.com)

- Utility Line Clearance - \$1,400,000 per year
- Contract completed 12/31/14

Julie Nuttall  
Eugene Water & Electric Board  
PO Box 10148  
Eugene OR 97440  
(541) 685-7000

[Julie.Nuttall@eweb.org](mailto:Julie.Nuttall@eweb.org)

- Utility Line Clearance - \$2,800,000 per year
- Project is ongoing





**Specification PT17-0429F**  
**Power Line Vegetation Clearance Crews**

**LIST OF EQUIPMENT**

In the space below or on a separate sheet the bidder must provide a list of equipment to be utilized for work during the contract term. (See section 4.01.7E.1)

Equipment Number (or detailed description)	Year of Manufacture	Man-Lift	Dump Truck	Chipper	Other
Please see attached "Major Equipment"					

Wright Tree Service, Inc.  
**MAJOR EQUIPMENT**



Below is a listing of all major equipment.  
Upon award equipment would be pulled from this existing fleet.

Type	Fleet Size		Manufacturers	Capacity	Average Age	Replacement Cycle	Useful Life
Lift Truck - 4X2	1,289		Altec, HiRanger - Boom	55' Working Height (minimum)	4.0	10.0	10-12
Lift Truck - 60-70' Lift	252		Ford, International, GM - Chassis	to 70' Elevator Units	4.0	10.0	10-12
Lift Truck - 4X4	136				4.3	10.0	10-12
Total Bucket Trucks	1,677						
Chip Truck - Standard	28		Ford, International, GM - Chassis	14 CU YD Dump Body	11.0	10.0	10-12
Chip Truck - Large Capacity	770		(late model with crew cab design)	20 CU YD Dump Body	3.8	10.0	10-12
Chip Truck - 4X4	46		ArborTech, Woodchuck, SouthCo -		3.8	10.0	10-12
Total Chip Trucks	844		Arborist Bodies				
Service Trucks	145		Ford, International, GM - Chassis	1/2 ton - 1 ton	5.0	10.0	10-12
Other Support Trucks	142		Service Vehicles, Spray Trucks, Small Booms		5.1	10.0	10-12
Total Other Trucks	287						
Crew Pickup	78		Ford F150 - F250	1/2 ton	3.7	7.0	7-8
Crew Pickup - 4X4	137		Chevy S10 or equivalent		2.4	7.0	7-8
GF Pickup Truck	145				2.7	4.0	7-8
GF Pickup Truck 4X4	160				2.9	4.0	7-8
Total Pickup Trucks	520						
Disc Chipper	772		Bandit, Woodchuck	12" Capacity	4.2	10.0	10-12
Drum Chipper	298			6" Capacity	5.5	10.0	10-12
Total Chippers	1,070						
Specialized ROW Equipment							
Boom Trimmers	65		Jarraf	70' Boom	4.7	7.0	7-8
Rotary & Flail Mowers	150		Hydro-Ax, Barco, Geo-Boy		3.8	7.0	7-8
All-Terrain Booms	69		IHC w/ Altec, HiRanger Boom	55' Boom	3.3	10.0	10-12
Specialized ROW	46		Marshmasters, Bandit (Whole Tree Chippers)		8.1	10.0	10-12
ATV'S	118		Yamaha, Polaris, John Deere		5.7	5.0	7-8



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**SAFETY QUESTIONNAIRE**

#1 Please use your (2017) OSHA 300 Log to complete the following information:

Number of non-disabling accidents	59
Number of lost workday accidents	21
Number of fatalities	0
Your company's lost time incident rate	0.62

#2	Average number of employees in your company last year	3,260
	Highest number of employees at any one time last year	
	Employee man hours worked last year	6,761,867 Hours

#3	Please list your company's Worker's Compensation Experience Modification Rate for the most recent three years:	2017	0.47
		2016	0.53
		2015	0.54

#4	Does your company have an accident prevention program/manual that includes an emergency action plan?	Yes	X
		No	
		Project	No
		Site	

#5 The following questions address your safety program:

Does your company have a formal policy concerning safety?	Yes	X
	No	
If requested may we obtain a copy of the policy?	Yes	X
	No	
Does your company have safety person / officer?	Yes	X
	No	
If so, where is this person located on site or at corporate office?	On site	X
	Office	X
What percentage of the time does this person spend on safety?		100 %
Does your company conduct on-site safety inspections?	Yes	X
	No	
If so, how often?	Daily	/ mo
Does your company hold craft "tool box" safety meetings?	Yes	X
	No	
If so, how often are they held?	Weekly	/ mo



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

#6 The following questions concern your corporate training & programs:

Does your company have an orientation program for new hires?

Yes	X
No	

Do you have a training program for newly hired or promoted foremen?

Yes	X
No	

Are your employees trained in First Aid and CPR?

Yes	X
No	

How often is updated training offered?

Once per Year(s)

What percentage of employees are trained?

100 %

Do you have a written program for bloodborne pathogens?

Yes	X
No	

If so, who is responsible for training?

Name Regional Safety Supervisors

Position \_\_\_\_\_

Phone # \_\_\_\_\_

Do you have a substance abuse program?

Yes	X
No	

Does your company conduct drug testing?

Yes	X
No	

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

Yes	X
No	

A handwritten signature in blue ink, appearing to read 'Wade Myers'.

Signed

1/19/18

Date

Wade Myers

Print Name

Sr. Vice President - Operations

Title

( 515 ) 277-6291

Phone #

wmyers@wrighttree.com

email

( 515 ) 306-1426

Cell Phone#

(Note this questionnaire does not take the place of the safety plan required by this specification in section 4.09.1)



Specification PT17-0429F  
Power Line Vegetation Clearance Crews

**SAFETY PLAN**

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

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

Name	Title	Contact Number
Rocky Palmer	Risk Manager	515-277-6291
Wes Tregilgas	Safety Manager	515-468-3091
Erik Sveum	Safety Supervisor - Pacific	423-304-3225

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

Wright Tree Service holds in high regard the safety, welfare and health of its employees  
and will treat any issues brought to our attention with the utmost importance. Please see  
our attached "Safety Program" overview and brochure which outlines both our philosophy  
and approach to safety, as well as the responsibility levels in our company.

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Due to the file size of our Foreman's Manual (Safety Manual), we are unable to send the file. However, a cd will be furnished upon request. Below is a description of our safety program.

## **SAFETY PROGRAM WRIGHT TREE SERVICE, INC.**

### **I. INTRODUCTION**

- A. In order to clarify the safety activities of Wright Tree Service, Inc., the following is set forth as a basic program to clearly establish its existence. It consists essentially of an outline of the relationships of management and employee responsibilities, which are necessary for an effective safety program.
- B. This program governs our judgment on matters of operation.
- C. Variances from these policies may be found in some IBEW jurisdictions, in which case the bargaining unit contract will take precedence.

### **II. PURPOSE**

The management of Wright Tree Service, Inc. holds in high regard the safety, welfare, and health of its employees. We believe that working safely is conducive to and consistent with achieving the highest production standards. In recognition of this, we will constantly work toward:

- A. The establishment and maintenance of a safe and healthful working environment.
- B. Consistent adherence to proper operating practices and procedures designed to prevent injury and illness.
- C. Conscientious observance of all federal, state, local and company safety regulations.

### **III. RESPONSIBILITY**



*Employee Owned*

- A. The program is developed by WTS employees through the Task Force Concept and with the assistance of the Director of Safety, Education, and Training. All employees are encouraged to participate in the process by serving on the Task Force Committees.
- B. All management personnel are responsible for maintaining safe working conditions and practices in the areas under their jurisdiction.
- C. Foremen are responsible for the prevention of accidents on their crews.
  - 1. They are directly responsible for maintaining safe working conditions and practices, and for the safety of all men under their supervision.
  - 2. Each Foreman is responsible for the proper care and maintenance of equipment assigned under his supervision.
  - 3. Each Foreman is responsible for the proper indoctrination and training of the employees reporting to him. Job hazards and safe procedures shall be fully explained to the employee before he begins work.
  - 4. Foremen are responsible for analysis of hazards and job instructions on each new project before job assignments are made.
  - 5. It is also the Foreman's responsibility to see that required personal protective equipment is used in accordance with safety rules and practices.
  - 6. They will enforce all general and division safety rules and regulations.
  - 7. They must see that all accidents are reported, and that first aid is rendered in case of injury.
  - 8. Foremen will investigate all accidents and near misses, and prepare reports of accidents with the assistance of his immediate supervisor.
  - 9. The Foreman is responsible for managing his crew and seeing that the crew is representing Wright Tree Service properly.
  - 10. Each foreman must have current First Aid Card and CPR Card in his possession.





*Employee Owned*

## **Safety Program**

### **III. Responsibility (continued)**

- D. Employees are responsible for exercising maximum care and good judgment in preventing accidents and protecting fellow employees using positive intervention as needed.
  - 1 No job shall be considered efficiently completed unless the worker himself has followed every precaution and safety rule to protect himself and his fellow employees from bodily injury throughout the operation.
  - 2 Employees should report to their foreman and seek first aid for all injuries, however minor they may be.
  - 3 Unsafe conditions, equipment, or practices should be reported as soon as possible.
  - 4 Employees will be provided with whatever personal protective equipment is necessary, and they are expected to use it, as outlined in "Wearing Personal Protective Equipment" form.
  - 5 Each employee shall consider safety meetings as part of his regular job. Reasons to be excused must be just as important as those for missing any of his regular shift.
  - 6 Each employee must have current First Aid and CPR cards in his possession.

### **IV. Closing Statement**

We are sure that all of us have an inborn desire to accomplish the responsibilities assigned to us as effectively as possible. Safe working conditions and recognition of work hazards is and must remain a primary concern. We are at all times dedicated to giving priority to the protection of life and property. With this in mind, we have attempted to address the problems that will be encountered in the progress of our work in order that painful and destructive results can be eliminated.





## SAFETY



## EDUCATION



## TRAINING



AN OVERVIEW OF SAFETY PROGRAMS WITH  
WRIGHT SERVICE CORP. AND ITS SUBSIDIARIES.

# *focus*

## Working Safely is the Wright Way

Wright Tree holds the safety, welfare and health of its employees as its highest value. We believe that production is not so urgent that we cannot take time to do our work safely. Safety has historically been viewed as a personal goal for each of us, because we do, in fact, control our own destiny.

We have made total and uncompromising commitments that as employees we will do all in our power, every moment of the day, to make safety the number one value in our planning and fulfillment of our daily activities. We acknowledge our dependence upon one another and believe that the practice of safety is both a person-

al and mutual obligation. We are our sisters' and brothers' keepers and as such have made an unfailing commitment to the safety of one another. We pledge and expect mutual interaction when any one of us is performing our work in an unsafe manner.



### Foreman's Manuals

The Wright Tree Foreman's Manual is our first line of communication to each new Foreman overseeing our crews. This document is a comprehensive guide for our safety policies and procedures. It outlines policies, best practices, and descriptions of the purposes and functions of the different safety programs we employ. It is an essential tool for our Foremen and is carried in the trucks at all times so that it may be referred to as needed.

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## **SAFETY TOPICS:**

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New Hire Process	3
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## New Hire Process

### New Hire Process

- ◇ Safety Culture Survey
- ◇ MVR Review
- ◇ Drug Testing
- ◇ New Hire Orientation

We view safety as being something to focus on even before an employee is hired. During our interview process, the potential employee is given a new hire safety survey that asks questions on their previous safety practices and views. Following this, we review their Motor Vehicle Record and send them for drug

testing to help instill the idea that safety is our number one priority. After they have passed the screening process and are officially hired, the employee is trained according to our New Hire Orientation program. These programs vary by area, but focus on the critical tasks involved with doing their new job safely.

### New Hire Safety Survey

During our interview process, we have potential employees fill out our New Hire Safety Survey. This is a quick survey that asks questions about their current safety culture. We feel this is a vital part of maintaining our own safety culture. By going over the results of this survey we can determine if a potential employee shares our views on safety, as well as critique our own safety culture based on what the candidates have done with previous employers.

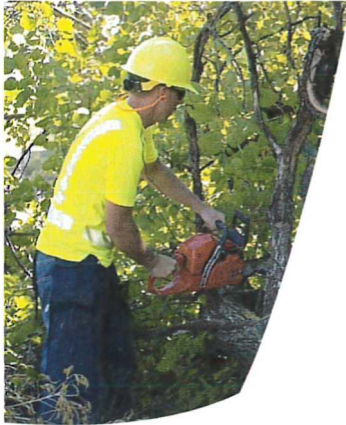
### MVR Review & Drug Testing

Reviewing Motor Vehicle Records and performing Pre-employment drug tests are good ways for us to protect and uphold our safety focus. We understand that everyone has a past, our job is to make sure that every employee at Wright is working toward a safe tomorrow. Our focus on "Brother's Keeper" starts here with management ensuring that new brother's and sister's of this company are willing and able to make safety their number one value as well.

### New Hire Orientation

Once an employee is hired, they are immediately trained according to our New Hire Orientation Process. This process varies depending on where the employee was hired. We feel this is vital to the success of this program because different work areas present a different set of challenges and hazards. In some areas this process is a 2 week long crash course that includes a review of key concepts upon completion. It is important to our safety culture to make sure our employees have not only the proper tools they need but also the fundamental knowledge to work safely.





## Drug Testing

lowed we have several drug testing programs. Upon failure of a drug test, the employee is immediately removed from the job site and instructed on how to get help.

Utility line clearance can be a dangerous industry to work in. Because of this, Wright Tree has a Zero Tolerance policy when it comes to the issue of drug and alcohol abuse. We are our brother's and sister's keeper, and putting one at risk puts all at risk. We cannot allow this for the safety of our employees and the culture of our company. Safety and family are among our values and we will not allow anyone to endanger the lives of co-workers, our family members. To help ensure that this is being fol-

It is Wright Service Corp's policy to take disciplinary action if an employee disregards, or is found to be otherwise not in compliance with our Drug and Alcohol Policy. Violation of this policy includes penalties up to and including termination.

### TYPES OF TESTS PERFORMED

- ◇ Pre-Employment
- ◇ Random
- ◇ Reasonable Suspicion
- ◇ Post Accident
- ◇ Follow Up
- ◇ Oral Drug Testing

#### Reasonable Suspicion

All of our management are trained on reasonable suspicion. We value our employees' rights and privacy just as much as we value our safety standards. We want to make sure that our management is properly trained on how to detect if someone may be under the influence of drugs and/or alcohol so that we can protect our crews, without violating the rights of an individual employee.

#### Random Drug Testing Process

Every Wright Tree Service employee is potentially subject to random alcohol and/ or controlled substance testing throughout the year. Using a scientifically valid method, we select enough employees quarterly to meet the federal requirements for drug testing. We perform random tests for DOT, non-DOT, and alcohol. Where allowed by the state, we perform random oral testing for non-DOT testing.

#### Oral Drug Testing

Wright Tree uses non-invasive, FDA cleared, laboratory-based oral fluid testing devices to test for certain kinds of controlled substances in the states where this is allowed. In these areas we distribute oral testing kits to randomly selected groups of employees monthly. It is one more tool we employ to make sure that every employee is working safely on the job site.



## Company Policies

Our Foreman's Manual lists in detail the policies that help promote the safety values and culture of this company. Each policy is broken down to help avoid misinterpretation and confusion in the field. We aim to make our intent clear so our employees understand exactly what it

is we stand for. The policies touch on everything from clothing to medical leave and the disciplinary action that may be taken if these policies are not followed. We feel that these policies are an essential part of creating and maintaining our safety culture.

### WTS Company Policies

- ◇ Safety
- ◇ Company Property & Equipment
- ◇ Licensing & Certification

#### Safety

Safety is the first policy listed in our Foreman's Manual. It is our highest value and the most important thing to work toward in this industry. It is a constant topic among our crews and in our corporate office. However we take it one step further and suggest that this highest value be brought home as well. In this industry there is always the unsavory truth that utility line clearance can be a very dangerous job. Therefore we stress safety as benefitting not only us as a company, but also benefitting each and every family that relies on our crews to do their jobs in a safe manner so they can return home safely each night.

#### Company Property & Equipment

Our employees are our main focus. However, another important part of what we do involves the equipment used every day to perform our jobs. Misuse of our equipment is unacceptable because it jeopardizes the safety of that equipment and the employee that is using it. Any employee found to be misusing company equipment is subject to disciplinary action. Anything with the Wright Tree Service logo represents our company as a whole and should be treated with respect and care every day.

#### Licensing & Certifications

Unless otherwise noted in a union contract, it is the responsibility of every Wright Tree employee to obtain and maintain the proper licensing required for the type of work they will be performing. Failure to comply with these policies jeopardizes the ability to legally and safely perform various tasks for our customers. Our corporate office maintains files on every employee and ensures that the employee holds the necessary licenses.

##### Licenses Listed in Policy:

- ⇒ Driver's License
- ⇒ First Aid & CPR
- ⇒ Pesticide
- ⇒ Defensive Driving





## Personal Conduct Policies

### PERSONAL CONDUCT POLICIES

- ◇ Drugs & Alcohol
- ◇ Inappropriate Substances
- ◇ Clothing
- ◇ Absenteeism
- ◇ Medical Leave

The way our employees carry themselves both on and off the job is an important representation of the type of company we are. Family is one of the values that this company is built on. Our values,

which are safety, integrity, quality, teamwork, innovation, and family, drive our personal conduct policies, as listed in our Foreman's Manual. These policies outline how we expect our employees to carry themselves at job sites.

### Drugs, Alcohol & Inappropriate Substances

The basics of our Drug & Alcohol program have already been laid out. With our **inappropriate substances** policy, we take things one step further to say that while something might be legal, that does not make it acceptable to use while working on our job sites. In our mind, any substances that are used to alter moods or consciousness are unacceptable. It is well known that a person under the influence is more likely to make poor choices and therefore is at a higher risk for injury to themselves and their co-workers.

### Clothing

Our clothing is designed to keep our employees safe first and foremost, but it is also a representation of our company. Because of that, we expect that every time our logo is worn that our values be upheld. Our employees are very visible where they work and we expect they conduct themselves in a professional manner at all times when they are wearing our logo.

### Absenteeism & Medical Leave

Wright Tree Service has a responsibility to its employees and customers to keep the flow of work going smoothly. Absenteeism and medical leave affect not only productivity but also the safety of our crews. Additionally, for the safety of our employees, we cannot always allow an employee on the job site. Wright will work with the employee and medical staff as best as we can to ensure that employees return to work only when they are medically ready.



## Training Programs

### Training Programs

- ◊ Electrical Hazard Awareness
- ◊ Stretch & Flex Program
- ◊ Hazard Communication & Pesticide Application

Wright Tree Service offers the industry's most comprehensive training and development program. By providing education to our employees throughout their careers, not just when they are hired, we are able to keep them up to date as the techniques and best practices of this industry change. Our bi-annual GF Schools give new and veteran General

Foreman the chance to come to our corporate office and receive specialized training on best practices. Our ISA certification program assists employees in getting the resources needed to become ISA certified. We also have an extensive video library that allows crews to go through quick training sessions as needed to freshen up on skills out in the field.

### Electrical Hazard Awareness Training

The first step to making our job sites safe is making sure that our employees have the knowledge they need before they set foot anywhere near the job site. Our employees are extensively trained on direct versus indirect Electrical Hazard Awareness focusing on minimum approach Distances (MAD) and the difference between qualified and non-qualified utility line clearance specialists. These concepts are vital to creating a safe working environment for all of our employees.

### Stretch & Flex Program

This program takes the basic concept of calisthenics and applies it to our daily work routines. By getting your heart rate up and stretching before activity, you reduce the risk of injury. This program focuses on dynamic versus static stretches, proper techniques for lifting, moving and stretching, and basic injury prevention measures. Overall it is part of our push to get our employees thinking about safety before, during, and after a job is done.

### Hazardous Communication

This program helps to ensure that Wright Tree employees adhere to local, state, and federal licensing, application, transportation, and storage requirements for pesticides. It stresses maintaining the appropriate licenses for pesticide application and keeping accurate and complete records of the application process. Like all of our training programs, this is focused on making sure our employees have the knowledge necessary to do the job in a safe and accurate way.





## Training Programs

### Safety Supervisors

We have a team of dedicated Safety Supervisors who provide onsite safety training to our employees in the field. They are assigned by territory, but have the flexibility to become mobile for quick response time to other areas as needed. Each Safety Supervisor is a TCIA Certified Treecare Safety Professional with extensive background in

the safety practices of the utility line clearance industry. They continually perform field audits on our safety program to ensure its strength and effectiveness. By employing tools such as safety surveys and JBOs, they provide the necessary feedback to the field management that helps drive our safety culture.

## TRAINING PROGRAMS

- ◇ Safety Supervisors
- ◇ General Foreman School
- ◇ Job Briefing Procedure
- ◇ Weekly Safety First Tailgate Meetings

### Job Briefing Procedure

The objective of this procedure is to put an emphasis on the possible hazards that exist on every job site and clearly define each crew member's role in performing the job at hand. Job Briefings help to identify not only the obvious hazards, such as power lines, but special circumstances, such as pedestrians and traffic. Job Briefings are completed at least twice per day. If there are significant changes in job duties then it is expected that they are completed throughout the day as needed.

### Weekly Safety First Tailgate Meetings

The objectives of this program is to train employees on new and existing, seasonal and potential job hazards and safety-related materials, to ensure that on the job safety is being discussed no less than once per week, to document training that occurred, and to ensure compliance with OSHA regulations. Meetings are held for 15 minutes at least once per week.

### General Foreman (GF) School

GF School is an interactive, week- long training program for new and veteran GFs and held two times a year. A series of managerial and safety-related classes are a part of our continual effort to make sure our employees are being trained and re-trained throughout their careers. GFs participate in dialogs about existing programs and best practices and give feedback for continuous improvement. Through this program, we are able to evaluate our programs and change them to make sure we are doing everything we can to keep our employees safe.





# Training Programs

## Performance Reviews

Performance reviews are a series of tests given to employees that they are required to pass before they can be promoted to the next classification. There are five levels of testing, and each level consists of both a written and field test. After successfully completing the series of tests, the employees advance in their careers, starting with

Groundmen & Climber Trainee. When successfully reaching Advanced Climber they are qualified for line clearance. In addition to these performance reviews, the General Foremen make sure that an annual inspection and observation is completed for each employee to ensure that each employee is consistently observing safety related work practices .

## TRAINING PROGRAMS

- ◇ Performance Reviews
- ◇ Heat Illness Prevention
- ◇ Fire Prevention
- ◇ Fall Protection
- ◇ Electrical Hazardous Awareness Training (EHAT)

### Heat Illness Prevention

Wright Tree Service recognizes that heat illness is a serious condition that is caused by a body's failure to remove excess heat. If this exposure is not addressed it can lead to significant injury, including death. Because of this, we educate all of our employees on prevention warning signs and treatment of someone who may be suffering from a heat related illness.

### Fire Prevention

To make sure that we are doing everything we can to avoid potential fire hazards, our crew Foremen are trained to identify and work safely in areas that have fire potential.

**Foreman are responsible for training their crews on the following:**

- ⇒ Identification of hazards
- ⇒ Proper handling & storage of potential ignition sources and combustible materials
- ⇒ Locations and proper use of fire extinguishers
- ⇒ Proper PPE to be used

### Fall Protection

Fall protection is a critical part of our job process. Be it in a bucket or climbing a tree, the use of fall protection is mandatory. Approved fall protection is used from the time employees leave the ground until their return safely back to it. Crew members are to inspect the full body harness, arborist saddle and safety lanyard(s) before each use. It is to be properly secured to the bucket and/ or tree and used in the manner it was intended.



## DOT Regulations

An important part of our safety culture focuses on meeting and exceeding federal regulations. The Department of Transportation (DOT) sets forth strict guidelines on what is expected for commercial vehicles, and we are constantly reviewing our program and looking for new ways to improve. We conduct a monthly review of our DOT score. From here, we assess what we could do

better. We institute additional training focused on issues like proper documentation and cargo securement to help us make sure our employees are compliant with all guidelines. We review any area we think could help us improve our DOT score and reward any employee who shows outstanding attention to detail when it comes to making sure the vehicle they drive meets DOT standards.

### DOT Focus Areas

- ◇ Vehicles and Traffic Control
- ◇ Defensive Driving
- ◇ Smith System
- ◇ Flagger Training Certification
- ◇ MVR Compliance
- ◇ DOT Compliance

#### Vehicles & Traffic Control

We use the Smith Driving System and additional defensive driving courses to help reduce unsafe driving practices. Our employees are trained on proper traffic control techniques. Through our approved work methods we set forth guidelines for what is needed for various types of roadways. These methods are aimed at making sure traffic can be directed in a way that keeps both our employees and all others safe. The approved work methods cover how far ahead to set up signs, how far apart to set up cones, and suggested best practices aimed at keeping everyone safe.

#### Flagger Training Certifications

Wright Tree has personnel who are certified by the National Safety Council to train employees to be certified flaggers on state controlled highways. After having gone through this training, the employee can receive a permit from the state that is good for several years. Employees with this permit can flag on state highways. This can be an essential part of doing our job well, and we make sure that we have qualified employees performing this task.

#### MVR Compliance

In an effort to be proactive and reduce our risk of accidents, we have developed a process that evaluates and monitors our employees driving records in the states where this is allowed. This virtually immediate notice when an employee loses their license or gets a traffic violation, allows us to take prompt corrective action. Based on this we will restrict an employee from driving company vehicles and make sure that none of our employees are driving without a valid drivers License.





## Task Force Created Approved Work Methods (AWM)

All Wright Tree Service working rules and regulations, except those mandated by federal or state regulations, are established by an employee task force. Employees on this task force become actively involved in writing new approved work methods and reviewing existing ones. Approved Work Methods (AWMs)

are a set of standardized working guidelines approved by the company for each level of employee classification. They are added or changed as needed based on what the Task Force determines is appropriate. They help to keep our best practices consistent across our company and cover all aspects of line clearance, from the basics of chainsaw safety to advanced rigging.

### AWM Categories

- ◇ Saws & Pruners Maintenance & Use
- ◇ Climbing
- ◇ First Aid
- ◇ Aerial Basket
- ◇ Chipper & Dump Truck
- ◇ Permissions & Outs Storm Work
- ◇ Equipment
- ◇ Axes & Mowers

#### AWM 1.1 to 1.11- Pruning & Felling

The backbone of our industry is the safe and effective use of chainsaws and pruners. Each year millions of hours are dedicated to the safe practice of cutting with chainsaws. The work varies from cutting limbs less than one inch in diameter to felling trees several feet in diameter. Only with proper training and continual focus can we exceed our industry Incident Rate.

#### AWM 3.0- Aerial Rescue

This AWM is one that we hope we never need to use, but is practiced multiple times per year. By going over what is expected if a co-worker would ever need to be rescued from a tree or aerial lift, we can help to make this process go as smoothly as possible in any real scenario that might call for it. This AWM stresses the importance of communication and above all else making sure everyone involved is safe as they aid their co-worker.

#### AWMs 8.1 to 8.11- Use of Specialized Equipment

As our employees encounter different types of job sites, they may need to use equipment that they don't use on a regular basis. These AWMs are aimed at keeping them educated and informed on how to operate a variety of specialized equipment in a safe and proper way. These AWMs are reviewed as needed to help keep everything fresh in our employees' minds. They cover everything from loading equipment to operating our Jarraffs.



## Safety Education & Training

### SET Programs

- ◇ Job Behavior Observations
- ◇ Personal Protective Equipment (PPE)
- ◇ Prescription Safety Glasses Policy

Wright Tree Service has a group of staff dedicated to bettering our Safety Education and Training (SET) program. The SET department is responsible for a variety of safety resources and programs focused on creating and maintaining a safe working environment for all employees. By employing

tools such as tailgates, job briefings, safety stand downs, and seasonal safety challenges, our goal is to keep safety at the forefront of each employees daily process. All of these tools are outlined in our Foreman's Manual and distributed to each crew.

### Job Behavior Observations (JBOs)

In an effort to provide positive feedback to our crews, we have developed an audit system that evaluates their safety performance, known as Job Behavior Observations (JBOs). Our management personnel complete these field observations that measure the safe work practices of the crews and then provide instant feedback to the crew members. This data is then captured and reported to our customer in monthly reports.

### Personal Protective Equipment (PPE)

For the safe performance of work, Wright Tree Service issues or requires approved personal protective equipment (PPE). All required safety equipment is to be used in accordance with Wright Tree Service policies, manufacturers recommendations, and OSHA regulations.

#### Types of Equipment Issued:

- ⇒ Hard Hats
- ⇒ Safety Glasses
- ⇒ Hearing Protection
- ⇒ Saw Chaps
- ⇒ Hi-Vis Clothing
- ⇒ Gloves
- ⇒ Work Boots

### Prescription Safety Glasses Policy

To ensure that all of our employees have available to them the proper prescription safety glasses they require, Wright Tree provides up to \$100.00 toward the purchase of a pair of prescription safety glasses. To be qualified for this, the employee must require the use of prescription safety glasses and they must buy safety glasses that meet the Z-87 OSHA standard.





## Safety Incentive Programs

### SAFETY INCENTIVE PROGRAMS

It is our whole-hearted belief that our safety culture starts from the bottom and moves up. Our culture must be embraced by all employees, but especially those out in the field. To help stress the importance of our safety practices and to make things more interesting for

the men and women out in the field, the corporate office hosts a variety of safety competitions and incentive programs. These programs allow our employees to be rewarded and recognized for their ongoing efforts to make this company the safest it can be.

- ◊ Brother's Keeper
- ◊ GF Clothing Incentive
- ◊ Seasonal Safety Challenges
- ◊ Longevity awards
- ◊ Division Safety Recognition
- ◊ DOT Inspection Bags

### Brother's Keeper Safety Award Program

The Wright Tree Service "Brother's Keeper" Safety Award Program has been developed to further promote the company's highest value, safety, among our field employees. Wright Tree Service employees have all pledged to be their brothers' and sisters' keeper; to keep themselves and their fellow employees safe. Through this program Wright Tree will reward those employees who uphold this most important value each quarter and all year long.

### Seasonal Safety Challenges

To help re-enforce the Brother's Keeper mentality, we conduct Safety Challenges twice per year. Our employees are grouped by the GF they work under, and any group that can go three weeks without having an incident receives a cash reward. The catch to these challenges is that if one crew in your group has an incident, every crew in that group loses the challenge. This helps to promote our safety culture by illustrating how it takes every crew member working safely to be successful.

### Division Safety Recognition

Our Division Managers take great pride in the efforts their crews put toward bettering our safety program. Over the years this pride has led to a healthy competition to see which division does the best when it comes to safety. At the end of each year, the corporate office calculates who has the best incident rate and who has the most improved incident rate. The winners of this competition are recognized at our annual awards banquet. It is usually a pretty tight race as every Division Manager wants the bragging rights for that year!



## Incident Reporting & Investigating

An important part of our safety culture is to not only talk about how we can prevent accidents, but review what went wrong when an injury or accident does occur. To do this we take a hands on approach in our incident reporting and investigating process. Before anything else, we make sure that an employee receives any medical attention they may need. After the employee has received care, the incident is turned over to our Claims Administrator to handle the logistics of

setting up a claim and handling the loss. While this happens, the field reviews what went wrong and what could have been done to avoid this situation in the future. A weekly phone conference is held to review all incidents that occurred which include all management personnel. A review of the cause and corrective action allows the opportunity for peer review and to develop a companywide consistent approach to safe work practices.

### Claims Process

- ◇ Any injured personnel are taken for any care they might require
- ◇ Incident is reported to Claims Administrator at corporate office
- ◇ Claims Administrator works with field, insurance adjuster, and any other involved parties to make sure all arrangements are made
- ◇ Field goes over what could have been done differently to avoid the incident

### Employee Responsibilities

The first and most important responsibility of any employee involved in an incident is to report that incident to their manager. We cannot get them the help they need if we are not aware of the situation. After the incident has been reported, a team of trained professionals will work with the employee to make sure they are cared for and aspects of the incident are handled in a timely and professional manner.

### Field Management Responsibilities

Field management are key in our incident investigation process. They will work with our Claims Administrator to help get everything situated with both the employee and any other parties that might be involved. In addition to this, the field management will also look back at the situation and assess what went wrong. From here they can determine if more training is needed and they can speak to their crews about how this situation could have been avoided.

### Claims Administrator Responsibilities

The Claims Administrator is a trained professional at our corporate office who is responsible for working on any incident that is reported to us. They work with the employee, insurance adjusters, and any third parties that might be involved to make sure that everything is handled in a timely and professional manner. This process ensures prompt, appropriate medical care for a quick and successful recovery allowing our field personnel to continue focusing on their main job.





City of Tacoma  
Community & Economic Development  
Office of Small Business Enterprise  
747 Market Street, Room 808  
Tacoma, WA 98402  
253-594-7933 or 253-591-5224

## PRIME CONTRACTOR'S PRE-WORK FORM

Wright Tree Service, Inc. 515-277-6291  
Company Name Telephone

5930 Grand Ave., West Des Moines, IA 50266  
Address/City/State/Zip Code

PT17-0429F Power Line Vegetation Clearance Crews  
Specification Number Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers	16											
Supervisors	27		3				1				2	
Project Managers	258		89		6				1		72	
Office / Clerical	16	66	8			2	1	1				2
Apprentices	2545	15	1103	2	50		5		28		651	
Trainees												
TOTALS	2863	82										

### CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent	1											
Foreman	3		1				1					
Operators												
Laborers	7		1									
Apprentice												
Trainee												
TOTALS	11		2									

Wade Myers, Sr. Vice President  
Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

1/19/18  
Date



WRIGHT TREE SERVICE, INC.  
P.O. Box 1718  
Des Moines, Iowa 50306  
515-277-6291

Accounts Payable  
City of Tacoma  
PO Box 1717  
Tacoma, WA 98401-1717

Invoice # 011870895  
Date 1/11/2018  
W/E Date 1/6/2018  
Contract No. 4600010430  
Purchase Order No.  
Customer # 35046  
Job # 350015 B01

Remit to: NET 30 DAYS  
Wright Tree Service, Inc.  
5930 Grand Avenue  
West Des Moines, IA 50266

Item and Class Description	Employee	Emp/Equip #	12/31/17	1/1/18	1/2/18	1/3/18	1/4/18	1/5/18	1/6/18	Total Hours	Charge Per Hr	TOTAL CHARGE
1-Trimmer - In Charge	FRED TALMAGE ROSE	33209			10.00	10.00	10.00	10.00		40.00	\$ 61.52	\$ 2,460.80
2-Tree Trimmer	MICHAEL FOURNIER	33251			10.00	10.00	10.00	10.00		40.00	\$ 55.52	\$ 2,220.80
5-Tree Trimmer	NATHAN LAZZARETTO	35414			10.00	10.00	10.00	10.00		40.00	\$48.88	\$ 1,955.20
Total Labor											120.00	\$ 6,636.80
19-Self-Feed Chipper		041501			10.00	10.00	10.00	10.00		40.00	\$ 4.25	\$ 170.00
20-Dump Truck 2 1/2 T		081304			10.00	10.00	10.00	10.00		40.00	\$ 9.00	\$ 360.00
14-60-70' Lift		181511			10.00	10.00	10.00	10.00		40.00	\$ 17.50	\$ 700.00
Total Equipment												\$ 1,230.00

PAY THIS AMOUNT \$ 7,866.80



## RETAINAGE OPTIONS

### Request for Bids Specification No. PT17-0429F - Power Line Vegetation Clearance Crews

- A. Complete and return this form with your submittal. If your company is awarded the project, the information below will be used to determine the appropriate contract documents and retainage method.
- B. As provided for in RCW 39.08.010, a bond is required on any work resulting from this solicitation, provided that on contracts of \$150,000 or less, the contractor may, in lieu of the performance bond and payment bond, elect to have the City of Tacoma retain 10 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later.
- C. Please specify your choice:
- ☐ Performance bond\* and payment bond\* (5% retainage)
  - ☐ Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts \$150,000 or less per RCW 39.08.010)
  - ☒ Bond in-lieu-of retainage\*
  - ☐ Escrow agreement\*

**\*The City's forms must be used. Contractor may not substitute its own forms.**

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Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
  2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
  3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
  4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed, and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.
-

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 \_\_\_\_\_

---

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Wright Tree Service, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of Five Percent Of The Total Amount Of The Accompanying Proposal (5% of Total Amount of Accompanying Proposal) 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 Power Line Vegetation Clearance Crews Specification No. PT17-0429F

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 15th DAY OF January, 20 18


PRINCIPAL:

Wright Tree Service, Inc.



SURETY:

Travelers Casualty and Surety Company of America

  
Ann Higgins, Attorney In Fact

---

Received return of deposit in the sum of \$ \_\_\_\_\_


**ACKNOWLEDGEMENT OF PRINCIPAL (CORPORATION)**

STATE OF Iowa  
COUNTY OF }

ss.

On this 19th day of January, A.D. 2018, before me appeared Wade Myers to me personally known, who being by me duly sworn did say that he/she is the Sr. Vice President of Wright Tree Service, Inc., the corporation described in and who executed the foregoing instrument; that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said Sr. Vice President acknowledged said instrument to be the free act and deed of said corporation.

NOTARY SEAL

Signature of Notary:   
Notary public Polk County, Iowa (State)  
My Commission Expires: 8/17/19





POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Wright Tree Service, Inc.

Project Description: Power Line Vegetation Clearance Crews  
Specification No. PT17-0429F

Obligee: City of Tacoma

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ann Higgins** of the City of **Minneapolis**, State of **MN**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24<sup>th</sup>** day of **June, 2016**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

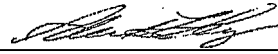
St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

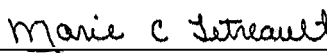
  
Robert L. Raney, Senior Vice President

On this the **24<sup>th</sup>** day of **June, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and It is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and It is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and It is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 15th day of January, 2018.

*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }  
County of Hennepin } ss.

On this 15th day of January, 2018, before me personally  
appeared Ann Higgins, known to, me to be the Attorney-in-Fact of  
Travelers Casualty and Surety Company of America, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



K. N. Greene  
Notary Public in the State of Minnesota  
County of Hennepin



3628 South 35th Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

- 281 -

EXHIBIT "A"

RESOLUTION NO.:

ITEM NO.:

MEETING DATE: FEBRUARY 14, 2018

**DATE:** January 31, 2018

**TO:** Board of Contracts and Awards

**SUBJECT:** Power Line Vegetation Clearance Crews  
Budgeted from Tacoma Power's Operations and Maintenance Budget  
Request for Bids Specification No. PT17-0429F

**RECOMMENDATION:** Tacoma Power recommends a contract be awarded to the second low bidder, **Wright Tree Service, Inc., Des Moines, Iowa**, for Power Line Vegetation Clearance Crews. The recommendation is for an initial two-year contract term in the amount of \$4,745,270.00, plus the option for a single one-year renewal period, for a cumulative total of \$7,319,066.00, sales tax not applicable per WAC 458-20-226 Rule 3f. The specification documents contain provisions for escalation of hourly labor rates that will affect the overall contract value.

**EXPLANATION:** The labor and equipment to be supplied under this contract will be utilized to augment the Transmission & Distribution vegetation management workforce. It is anticipated that these contract crew services will be utilized during seasonal workload demands, storm restoration, and in support of the trimming cycles for distribution and transmission circuits. This work is critical in assuring that Tacoma Power will remain in compliance with the North American Electric Reliability Council (NERC) vegetation management standard FAC-003-4. Tacoma Power has historically awarded a contract for these services on a biennium basis.

The field of power line vegetation clearance is a specialized area of the vegetation management trade. Services to be performed will consist of trimming of trees, shrubs, and other vegetation within right-of-way accesses and in close proximity to energized conductors. Contract crew services allow Tacoma Power to administer a vegetation management program focused on maintaining reliable electric service and improved public safety.

**COMPETITIVE BIDDING:** Bid Specification No. PT17-0429F was opened on January 23, 2018. Five companies were invited to bid in addition to normal advertising of the project. Three submittals were received. The evaluated bid total includes consideration of the submitted annual escalation, overtime rates and storm rates. The bid offered by Asplundh Tree Expert, LLC was conditioned with exceptions seeking to amend the language of the solicitation. These exceptions were found to be a material deviation which could not be waived; therefore the bid was deemed non-responsive. The table below reflects the amount of the initial contract term.

<u>Respondent</u>	<u>Location</u> (city and state)	<u>Submittal Amount</u> Sales tax not applicable	<u>Evaluated</u> <u>Submittal</u>
Asplundh Tree Expert, LLC*	Woodinville, WA	\$4,500,808.00	\$4,797,266.84
<b>Wright Tree Service, Inc.</b>	<b>Des Moines, IA</b>	<b>\$4,745,270.00</b>	<b>\$5,000,643.92</b>
Davey Tree Surgery Co.	Livermore, CA	\$5,178,508.00	\$5,587,176.31
	Pre-bid estimate	\$4,550,000.00	

\*Non-responsive bid

The recommended award is 4.3 percent above the pre-bid estimate.

**CONTRACT HISTORY:** New contract.

**FUNDING:** Funds for this contract are available in Tacoma Power's operations and maintenance budget. Funding beyond the current biennium is subject to future availability of funds.

**SBE/LEAP COMPLIANCE:** This project was bid as a single-trade contract in accordance with Small Business Enterprise (SBE) regulations. No proposals were received from SBE contractors for this project. The Local Employment and Apprenticeship Training Program (LEAP) goal is 3525 hours.

**PROJECT COORDINATOR:** Roberta Cox, Transmission & Distribution, 253-396-3156;  
Gordon Caudill, Transmission & Distribution, 253-502-8720.

APPROVED:

---

Chris Robinson  
Power Superintendent/COO

---

Linda McCrea  
Interim Director of Utilities

cc: Jessica Tonka, Senior Buyer, Finance/Purchasing  
SBE Coordinator  
LEAP Coordinator





City of Tacoma  
Finance Department

February 2, 2018

Asplundh Tree Expert, LLC  
20004 144<sup>th</sup> Ave NE  
Woodinville, WA 98072

**VIA E-MAIL/FACSIMILE: [sblum@asplundh.com](mailto:sblum@asplundh.com)**

**SUBJECT:** Award Recommendation, Request for Bids Specification No. PT17-0429F  
Power Line Vegetation Clearance Crews

The City opened submittals for the subject solicitation on January 23, 2018. Your low bid is not recommended for award by the requesting department because the bid was conditioned with exceptions seeking to amend the language of the solicitation. These exceptions were reviewed by the City Attorney's Office and considered material deviations from the solicitation and thus considered non-responsive.

This matter will come before the Board of Contracts and Awards (C&A) at **9:00 AM, Wednesday, February 14, 2018,\*** in the main floor conference room (M-1) of the Tacoma Public Utilities Administration Building at 3628 South 35<sup>th</sup> Street, Tacoma, WA. It is anticipated the C&A Board will decide at this meeting whether to endorse and forward the department's recommendation to the Public Utility Board, for final approval.

**C&A Board Appeals:**

You may request to address the C&A Board regarding the proposed award. Please respond by e-mail to [PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org), **no later than 9:00 AM, Tuesday, February 06, 2018,\*** of your intent to attend or decline attendance. If you plan to protest the recommendation, please state the issue(s) you will discuss and provide supporting documentation (if any), by this deadline. A late response or no response shall constitute a waiver of these protest procedures. The recommended bidder(s) is/are also being notified of this meeting. Requests for C&A Board appeals are coordinated by the Purchasing Division.

**Further Appeals:**

If the C&A Board affirms the award recommendation, the protesting party has until 12:00 noon of the second business day after the C&A Board meeting to request a quasi-judicial hearing before the Public Utility Board. To request a hearing, e-mail such request to the Purchasing Division at [PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org), attention C&A Board coordinator, **no later than Noon, Friday, February 16, 2018\***. A late response or no response shall constitute a waiver of these protest procedures.

Appeals to the Public Utility Board at quasi-judicial hearing are strictly limited in scope to issue(s) and documentation considered by the C&A Board.

**General:**

If you have questions regarding protest procedures or the C&A Board meeting, please call my assistant, Maria Camilon-Price, at 253-502-8622. City of Tacoma protest procedures (Purchasing Policy Manual, XVII, PROTESTS) are available at <http://www.cityoftacoma.org>.

Sincerely,

Patsy Best  
Procurement and Payables Division Manager

cc: Roberta Cox, Project Coordinator  
Jessica Tonka, Senior Buyer, Finance/Purchasing  
Charleen Jacobs, Public Utility Board Clerk

\* Instructions and deadlines in this letter supersede information that may appear in other City publications or web pages, which may not be as current.



**City of Tacoma**  
Finance Department

February 2, 2018

Wright Tree Service, Inc.  
5930 Grand Ave  
West Des Moines, IA 50266

**VIA E-MAIL: [wmyers@wrighttree.com](mailto:wmyers@wrighttree.com)**

**SUBJECT:** Award Recommendation, Request for Bids Specification No. PT17-0429F  
Power Line Vegetation Clearance Crews

The City opened submittals for the subject solicitation on January 23, 2018. Although your bid was not the lowest, it is being recommended for award by the requesting department.

This matter will come before the Board of Contracts and Awards (C&A) at **9:00 AM, Wednesday, February 14, 2018,\*** in the main floor conference room (M-1) of the Tacoma Public Utilities Administration Building at 3628 South 35<sup>th</sup> Street, Tacoma, WA. It is anticipated the C&A Board will decide at this meeting whether to endorse and forward the department's recommendation to the Public Utility Board, for final approval.

**C&A Board Appeals:**

The lowest bidder(s) is/are being notified of this meeting and could elect to protest the recommendation. Their deadline to notify this office of an intent to protest is **no later than 9:00 AM, Tuesday, February 06, 2018\***. As the recommended awardee, you may also address the C&A Board regarding the proposed award. Please respond by e-mail to [PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org), **no later than 9:00 AM, Tuesday, February 06, 2018,\*** of your intent to attend or decline attendance. If you plan to speak to the recommendation, please state the issue(s) you will discuss and provide supporting documentation (if any), by this deadline. A late response or no response shall constitute a waiver of these protest procedures. Requests for C&A Board appeals are coordinated by the Purchasing Division.

**Further Appeals:**

If the C&A Board affirms the award recommendation, the protesting party has until 12:00 noon of the second business day after the C&A Board meeting to request a quasi-judicial hearing before the Public Utility Board. To request a hearing, e-mail such request to the Purchasing Division at [PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org), attention C&A Board coordinator, **no later than Noon, Friday, February 16, 2018.\*** A late response or no response shall constitute a waiver of these protest procedures.

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**General:**

If you have questions regarding protest procedures or the C&A Board meeting, please call my assistant, Maria Camilon-Price, at 253-502-8622. City of Tacoma protest procedures (Purchasing Policy Manual, XVII, PROTESTS) are available at <http://www.cityoftacoma.org>.

Sincerely,

A handwritten signature in black ink, appearing to read "Patsy Best". The signature is fluid and cursive, with the first name "Patsy" and last name "Best" clearly distinguishable.

Patsy Best  
Procurement and Payables Division Manager

cc: Roberta Cox, Project Coordinator  
Jessica Tonka, Senior Buyer, Finance/Purchasing  
Charleen Jacobs, Public Utility Board Clerk

\* Instructions and deadlines in this letter supersede information that may appear in other City publications or web pages, which may not be as current.



**Asplundh Tree Expert, LLC**

708 Blair Mill Road, Willow Grove, PA 19090

February 5<sup>th</sup>, 2018

Via Email (PurchasingProtests@cityoftacoma.org) and FAX (253) 502-8372

City of Tacoma  
Finance Department  
Procurement & Payables Division  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409

Re: Bid Specification No. PT17-0429F, Power Line Vegetation Clearance Crews

Dear Sir or Madam,

Please accept this letter as Asplundh Tree Expert, LLC's ("Asplundh") formal legal notice of its intent to attend the February 14, 2018 meeting of the Board of Contracts and Awards to protest the award of the above-referenced bid, based on the Board's mischaracterization of Asplundh's bid and accompanying letter.

Asplundh submitted its bid before the deadline date. That is not in contention. Along with such bid, Asplundh submitted a cover letter, dated January 22, 2018 (the "Asplundh Letter"). A copy of the Asplundh Letter is attached hereto. Paragraph 4 of the Asplundh Letter states, "Please note that if we are awarded this bid, we *request the following be considered* to the contract terms and conditions:...." What is clear from this language is that: 1) the items are expressly stated to be requests for consideration, and 2) they are only relevant once the bid is awarded to Asplundh based on the content of the bid. Nowhere in the letter are they stated to be conditions of the bid or any subsequent contract.

Notwithstanding this language, on February 2, 2018, Asplundh received an email from the City, (a copy of which is also attached) stating, "Your low bid is not recommended for award by the requesting department because the bid *was conditioned* with exceptions seeking to amend the language of the solicitation." This statement is untrue, as the letter specifically stated that the items were only requests for consideration. No conditions or conditional language were ever stated or used. That is only the incorrect interpretation of the City Attorney's office, without any basis or indication of how a mere request for consideration rises to be a "condition."

Legally then, as a request for consideration is not an express condition, the bid, as submitted, is a valid responsive bid, *and in fact the low bid*, by a significant amount. Asplundh has indicated in its unconditioned submission that it is willing to be bound by the bid, even if the city is unwilling to consider any requests, and Asplundh continues to be so willing.

Additionally, in re-casting this language to accept a bid other than the low bid, the City will be unnecessarily increasing the cost of services to the public.

For at least this reason, Asplundh will appear at the Board meeting to protest, and the Board should reconsider the award of this bid.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Shawn J Shapiro', with a stylized flourish extending to the right.

Shawn J Shapiro  
Sponsor

**From:** Pettijohn, Kelly  
**To:** [Purchasing Protests](#)  
**Subject:** FW: Award Recommendation, Request for Bids Specification No PT17-0429F Power Line Vegetation Clearance Crews  
**Date:** Monday, February 05, 2018 1:26:03 PM  
**Importance:** High

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**From:** Pettijohn, Kelly  
**Sent:** Monday, February 05, 2018 3:21 PM  
**To:** 'PurchasingProtests@cityoftacome.org' <PurchasingProtests@cityoftacome.org>  
**Cc:** Bonifas, Richard <rbonifas@wrighttree.com>; Wade Myers (wmyers@wrighttree.com) <wmyers@wrighttree.com>  
**Subject:** Award Recommendation, Request for Bids Specification No PT17-0429F Power Line Vegetation Clearance Crews  
**Importance:** High

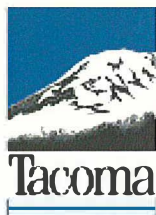
Rick Bonifas of Wright Tree Service, Inc. will be attending the C&A Board Meeting on February 14<sup>th</sup>, 2018 at 9:00 am, as the recommended awardee and will plan to speak regarding the recommendation of awarding the contract to Wright Tree Service, Inc.

Thank you,

Kelly Pettijohn

Kelly Pettijohn  
Contract Administrator | Employee Owner  
Wright Tree Service, Inc.  
5930 Grand Avenue, West Des Moines IA 50266  
PO Box 1718, Des Moines IA 50305  
Office: (515) 277-6291  
Direct: (515) 271-1120  
[kpettijohn@wrighttree.com](mailto:kpettijohn@wrighttree.com)

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**City of Tacoma**  
Finance Department

February 6, 2018

Asplundh Tree Expert, LLC  
ATTN: Mr. Steve Blum  
20004 144<sup>th</sup> Ave NE  
Woodinville, WA 98072

**VIA E-MAIL/FACSIMILE: [sblum@asplundh.com](mailto:sblum@asplundh.com)**

Subject: Request for Bids Specification No., PT17-0429F  
Power Line Vegetation Clearance Crews

Dear Mr. Steve Blum:

The City has received your letter of February 5, 2018, in which you formally protested the award recommendation of City of Tacoma Request for Bids Specification No. PT17-0429F.

The grounds on which the City will entertain protests following submittal deadlines are set forth in the City's Purchasing Policy Manual at Section XVII Protests:

**C. Grounds for Protests Following Submittal Deadline.** A bidder/respondent to a City solicitation may, after the submittal deadline, submit a protest involving the following City actions and/or alleging the following grounds:

1. City's rejection of submittal as non-responsive;
2. City's rejection of a bidder as not responsible;
3. Allegations the City failed to follow its published evaluation or scoring process;
4. Allegations the City made mathematical errors;
5. Allegations the City engaged in unlawful bias or discrimination and/or has a conflict of interest in the competitive solicitation process; and/or
6. Allegations the competitive solicitation process as conducted by the City, and/or the resulting award recommendation or award, was arbitrary and capricious or contrary to law.

NOTE: Protests not raising any of the grounds listed above shall be rejected by the Procurement and Payables Division manager or will be limited by the Procurement and Payables Division manager to consideration of permissible grounds for protest. Any part of a protest that has been rejected by Purchasing on this basis will not be further considered by the City.



I have carefully reviewed your letter of protest and determined the points raised have merit

This matter will come before the C&A Board at **9:00 AM, Wednesday, February 14, 2018,\*** in the main floor conference room (M-1) of the Tacoma Public Utilities Administration Building at 3628 South 35<sup>th</sup> Street, Tacoma, WA. It is anticipated the C&A Board will decide at this meeting whether to endorse and forward the department's recommendation to the Public Utility Board, for final approval. Your protest before the C&A Board is strictly limited in scope to issues and documentation related to your protest letter of February 5, 2018. All documentation related to this protest received via [PurchasingProtests@ci.tacoma.wa.us](mailto:PurchasingProtests@ci.tacoma.wa.us) will be provided to all of the interested parties and to the members of the C&A Board prior to the **February 14, 2018,** meeting.

Please confirm your attendance at the **February 14, 2018,** meeting, and direct any questions regarding protest procedures to my assistant, Maria Camilon-Price, at 253-502-8622. City of Tacoma protest procedures (Purchasing Policy Manual, XVII, PROTESTS) are available at <http://www.cityoftacoma.org>. The hearing process before the C&A Board is detailed in Section H 3 a-k.

Sincerely,



Patsy Best  
Procurement and Payables Division Manager

cc:

Jessica Tonka, Senior Buyer, Finance/Purchasing  
Dawn Leischner, Finance/Purchasing  
Martha Lantz, Deputy City Attorney for C&A Board  
Roberta Cox, Project Coordinator

\*Instructions and deadlines in this letter supersede information that may appear in other City publications or web pages.

**From:** [Purchasing Protests](#)  
**To:** ["wmyers@wrighttree.com"](mailto:wmyers@wrighttree.com)  
**Subject:** PT17-0429F Award Protest Notification  
**Date:** Wednesday, February 07, 2018 8:00:07 AM  
**Attachments:** [PT17-0429F\\_ProtestResponse\\_Asplundh\\_0206-2018.pdf](#)  
[PT17-0429F\\_C&ALetter.pdf](#)  
[0205-2018 PT17-0429F\\_ProtestLetter\\_Asplundh.pdf](#)

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Good Morning,

Your firm, Wright Tree Service, Inc., is being recommended for the award of a contract for PT17-0429F Power Line Vegetation Clearance Crews.

The City of Tacoma has received the attached protest from Asplundh Tree Expert, LLC for the award to Wright Tree Service, Inc.. As is stated in the attached letter to Asplundh Tree Expert, LLC acknowledging their protest, the protest will be brought before the Contracts and Awards Board at 9:00 AM on Wednesday, February 14, 2018.

As stated in the City's letter to you dated February 2, 2018, please confirm your attendance at the C&A board meeting at 9:00 AM, Wednesday, February 14, 2018, in the main floor conference room (M-1) of the Tacoma Public Utilities Administration Building at 3628 South 35<sup>th</sup> Street, Tacoma, WA. If you plan to present a response to the protest at the C&A meeting and intend to present supporting documentation, please provide items to this office by no later than 9:00 AM Thursday, February 8, 2018. Please notify us regarding your attendance at the C&A Board Meeting by replying to this email no later than 9:00 AM, Monday, February 12, 2018.

PROCUREMENT AND PAYABLES DIVISION  
FINANCE DEPARTMENT  
CITY OF TACOMA

**From:** Suzanne Otto  
**To:** [Purchasing Protests](#)  
**Cc:** [Shawn Shapiro](#); [Steve Blum](#)  
**Subject:** Re: Bid PT17-0429F  
**Date:** Thursday, February 08, 2018 3:41:47 PM

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Apologies, I meant to say Wednesday, February 14th's meeting.

Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Suzanne Otto  
**Date:** 2/8/18 12:49 PM (GMT-05:00)  
**To:** Purchasing Protests  
**Cc:** Shawn Shapiro , Steve Blum  
**Subject:** RE: Bid PT17-0429F

Good morning

I would like to confirm the attendance of Shawn Shapiro and Steve Blum for Friday the 14<sup>th</sup>'s meeting.

Thank you,

**Sue Otto**

*Executive Assistant to George E. Graham, Jr., President  
& Shawn Shapiro, Sponsor*

Asplundh Tree Expert, LLC

708 Blair Mill Road, 2<sup>nd</sup> Floor

Willow Grove, PA 19090

Phone: 215-784-4241

Fax: 215-784-1352

---

**From:** Purchasing Protests [mailto:[PurchasingProtests@ci.tacoma.wa.us](mailto:PurchasingProtests@ci.tacoma.wa.us)]

**Sent:** Wednesday, February 07, 2018 11:06 PM

**To:** Suzanne Otto

**Cc:** Shawn Shapiro ; Steve Blum

**Subject:** RE: Bid PT17-0429F

For RFB PT17-0429F, please see the attached letters in response to your request to address the C&A Board.

- Protest response letter (from Procurement & Payables Division Manager) named "PT17-0429F\_ProtestResponse\_Asplundh\_0206-2018"
- Contracts and Awards Letter
- VENDOR Protest Letter

Thank you.

PROCUREMENT AND PAYABLES DIVISION  
FINANCE DEPARTMENT  
CITY OF TACOMA

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**From:** Suzanne Otto [<mailto:sotto@asplundh.com>]

**Sent:** Monday, February 05, 2018 10:16 AM

**To:** Purchasing Protests

**Cc:** Shawn Shapiro; Steve Blum

**Subject:** Bid PT17-0429F

Good afternoon

Please see attached.

Thanks,

**Sue Otto**

*Executive Assistant to George E. Graham, Jr., President*

*& Shawn Shapiro, Sponsor*

Asplundh Tree Expert, LLC

708 Blair Mill Road, 2<sup>nd</sup> Floor

Willow Grove, PA 19090

Phone: 215-784-4241

Fax: 215-784-1352



**City of Tacoma**  
Finance Department

February 14, 2018

Asplundh Tree Expert, LLC  
ATTN: Mr. Steve Blum  
20004 144<sup>th</sup> Ave NE  
Woodinville, WA 98072

**VIA E-MAIL/FACSIMILE: [sblum@asplundh.com](mailto:sblum@asplundh.com)**

**SUBJECT:** Board of Contracts and Awards Meeting, Request for Bids Specification No. PT17-0429F Power Line Vegetation Clearance Crews

On Wednesday, February 14, 2018, the Board of Contracts and Awards (C&A) voted to support the recommendation of Tacoma Power/Transmission and Distribution for contract award to Wright Tree Service, Inc., Des Moines, IA, for power line vegetation clearance crews.

**Further Appeals:**

After the C&A Board makes its award recommendation, a protesting party desiring to further protest the recommended award has until 12:00 noon of the second business day after the C&A Board meeting to request a quasi-judicial hearing before the Public Utility Board. To request a hearing, e-mail such request to the Purchasing Division at [PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org), attention C&A Board coordinator **no later than Noon, Friday, February 16, 2018**. \* A late response or no response shall constitute a waiver of these protest procedures.

Appeals to the Public Utility Board at quasi-judicial hearing are strictly limited in scope to issue(s) and documentation considered by the C&A Board.

**General:**

If you have questions please, contact my assistant, Deborah Trevorow, at 253-502-8875. City of Tacoma protest procedures (Purchasing Policy Manual, XVII, PROTESTS) are available at <http://www.cityoftacoma.org>.

Sincerely,

Patsy Best  
Procurement and Payables Division Manager

cc: Roberta Cox, Project Coordinator  
Jessica Tonka, Senior Buyer, Finance/Purchasing  
Charleen Jacobs, Public Utility Board  
Martha Lantz, Deputy City Attorney

\* Instructions and deadlines in this letter supersede information that may appear in other City publications or web pages, which may not be current.

**From:** [Purchasing Protests](#)  
**To:** ["rbonifas@wrighttree.com"; "wmyers@wrighttree.com"](#)  
**Cc:** ["kpettijohn@wrighttree.com"](#)  
**Subject:** C&A Board Decision - PT17-0429F  
**Date:** Wednesday, February 14, 2018 11:06:32 AM  
**Attachments:** [0214-2018 PT17-0429F-ProtestDecisionNotificationLetter.pdf](#)

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Good Morning,

Please see the attached letter regarding the Contracts and Awards Board decision from the meeting today, February 14, 2018.

Thank you.

PROCUREMENT AND PAYABLES DIVISION

FINANCE DEPARTMENT

CITY OF TACOMA

## FLOYD, PFLUEGER & RINGER

FRANCIS S. FLOYD<sup>+</sup>  
KIM C. PFLUEGER (1954-2005)  
REBECCA S. RINGER<sup>†</sup>  
DYLAN R. COHON  
DAVID J. COREY\*  
KERRY B. GRESS  
COLIN F. KEARNS  
LEVI S. LARSON  
SEAN E.M. MOORE \*  
THOMAS B. NEDDERMAN †  
AMBER L. PEARCE  
JOHN A. SAFARLI  
DOUGLAS K. WEIGEL <sup>+</sup>\*\*

A PROFESSIONAL SERVICE CORPORATION  
200 WEST THOMAS STREET, SUITE 500  
SEATTLE, WASHINGTON 98119-4296  
TEL (206) 441-4455  
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WWW.FLOYD-RINGER.COM  
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NABEENA C. BANERJEE<sup>†</sup>  
AMANDA D. DAYLONG  
WILLIAM J. DOW  
BRITTANY A. MADDERRA  
LAUREN M. MARTIN  
MATTHEW J. MCCAULEY  
ANNA K. MITCHELL †  
ETHAN T. MORRIS  
ERICA M. ROBERTS  
THOMAS W. STONE <

\* ALSO ADMITTED IN AK  
† ALSO ADMITTED IN AK, OR  
‡ ALSO ADMITTED IN AK, OR, IL  
< ALSO ADMITTED IN CT  
† ALSO ADMITTED IN NY  
\* ALSO ADMITTED IN OR  
\*\* OF COUNSEL

February 16, 2018

### VIA EMAIL

City of Tacoma  
Finance Department  
Procurement & Payables Division  
3628 S. 35<sup>th</sup> Street  
Tacoma, WA 98409  
[PurchasingProtests@cityoftacoma.org](mailto:PurchasingProtests@cityoftacoma.org)

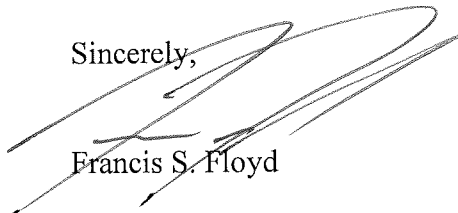
**Re: Bid Specification No. PT17-0429F**  
***Protest of C&A Board Award Recommendation and Request for Quasi-Judicial Hearing before the Public Utility Board***


Dear Sir or Madam:

We represent Asplundh Tree Expert, LLC ("Asplundh") and submit this letter as Asplundh's formal protest of the C&A Board Award Recommendation and hereby request a quasi-judicial hearing before the Public Utility Board in the above-referenced matter. This request is being made pursuant to the letter of Patsy Best dated February 14, 2018. Please advise me regarding the details of the hearing date. Please also advise immediately if there are any additional requirements for pursuing the protest of the bid and C&A Board Recommendation and quasi-judicial hearing.

Additionally, pursuant to City of Tacoma Purchasing Policy Manual Section XVII 3.k, please provide a copy of the C&A Board's decision, any written summary or recordings of the proceedings before the C&A Board, including the reasons for the C&A Board Recommendation and a copy of all written materials considered at the C&A Board meeting.

Sincerely,

  
Francis S. Floyd

  
Steve Blum  
Asplundh Tree Expert, LLC  
Manager Region #72

**From:** [Purchasing Protests](#)  
**To:** ["sblum@asplundh.com"; "sotto@asplundh.com"; "sshapiro@asplundh.com"](#)  
**Bcc:** [Trevorrow, Deborah](#)  
**Subject:** City of Tacoma RFB PT17-0429F - Power Line Vegetation Crews  
**Date:** Wednesday, February 28, 2018 1:48:00 PM  
**Attachments:** [0216-2018 PT17-0429F - Floyd, Pflueger & Ringer, P.S. Quasi-judicial hea....pdf](#)

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Good afternoon,

Thank you for your timely response requesting a quasi-judicial hearing before the Public Utility Board. This item will be scheduled for the March 14<sup>th</sup> Board Meeting at 6:30 PM located in the Ground Floor Auditorium of Tacoma Public Utilities 3628 S 35<sup>th</sup> Street, Tacoma, WA 98409.

If you have any questions, please let me know.

Thank you,  
Maria

Maria C. Camilon-Price  
Procurement and Payables Division | City of Tacoma  
253.502.8468 | Fax: 253.502.8372  
[mcprice@cityoftacoma.org](mailto:mcprice@cityoftacoma.org)



**From:** [Purchasing Protests](#)  
**To:** ["rbonifas@wrighttree.com"; "wmyers@wrighttree.com"](#)  
**Cc:** ["kpettijohn@wrighttree.com"](#)  
**Bcc:** [Trevorrow, Deborah](#)  
**Subject:** City of Tacoma RFB PT17-0429F - Power Line Vegetation Crews  
**Date:** Wednesday, February 28, 2018 1:55:00 PM  
**Attachments:** [0216-2018 PT17-0429F - Floyd, Pflueger & Ringer, P.S. Quasi-judicial hea....pdf](#)  
[0214-2018 PT17-0429F-ProtestDecisionNotificationLetter.pdf](#)

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Good afternoon,

Attached is a formal notice from Floyd, Pflueger & Ringer, representing Asplundh Tree Expert, LLC, requesting a quasi-judicial hearing before the Public Utility Board. With this response, the item will be scheduled for the March 14<sup>th</sup> Board Meeting at 6:30 PM located in the Ground Floor Auditorium of Tacoma Public Utilities 3628 S 35<sup>th</sup> Street, Tacoma, WA 98409.

If you have any questions, please let me know.

Thank you,

Maria

Maria C. Camilon-Price  
Procurement and Payables Division | City of Tacoma  
253.502.8468 | Fax: 253.502.8372  
[mcprice@cityoftacoma.org](mailto:mcprice@cityoftacoma.org)

## CONTRACTS AND AWARDS BOARD MEETING MINUTES

Wednesday, February 14, 2018

### IN ATTENDANCE:

#### BOARD OF CONTRACTS & AWARDS MEMBERS

- Chris Larson, Chair of Board
- Patsy Best, Board Member
- Jodi Collins, Board Member
- Chris Larson, Board Member
- Michael Fitzgerald, Board Member

#### OTHER ATTENDEES

- Dawn Leischner, Purchasing
- Jessica Tonka, Purchasing
- Deborah Trevorow, Board Coordinator
- Merry Mitchell, Procurement and Payables
- Martha Lantz, City Attorney's Office – Legal Advisor to the Board
- Roberta Cox, Tacoma Power
- Kimberly Kerner, Tacoma Power
- Joe Sloan, City Attorney's Office (Power)
- Steve Blum, Asplundh Tree Expert, LLC
- Shawn Shapiro, Asplundh Tree Expert, LLC
- Rick Bonifas, Wright Tree Service, Inc.
- Kyle Richardson, Wright Tree Service, Inc.

The Board of Contracts and Awards (C&A Board) meeting was called to order at 9:04 a.m. by Chris Larson, Chair. Introduction of the C&A Board members and other attendees was made.

Chris Larson announced the Regular Agenda item and asked Patsy Best, Procurement and Payables Division Manager, to speak on the Regular Agenda item PT17-0429F.

**Board Member Patsy Best** introduced the item. Tacoma Power recommends a contract be awarded to the second low bidder, Wright Tree Service, for power line vegetation clearance crews. The apparent low bidder, Asplundh Tree Expert, was deemed to be found non-responsive as they had conditioned their bid submittal. A timely and appropriate protest was received from Asplundh Tree Expert, LLC and we are here today to discuss that protest.

**Chair Chris Larson** reviewed the rules of the City of Tacoma Protest Policy: each party will have ten minutes to speak, Purchasing staff will be keeping time and Board Members may ask questions which will not count against the time.

#### **Department - Roberta Cox from Tacoma Power:**

Ms. Cox informed the Board PT17-0429F was opened on January 23, 2018, with a total of three submissions. During the review of the bids, it was noted that the submittal offered by Asplundh Tree Expert, LLC included a cover letter requesting a number of changes to specific provisions of the contract terms and conditions. Ms. Cox contacted the City Attorney's office with a request for a legal review of the Asplundh submittal including the cover letter. Legal analysis was that the bid proposed changes to the contractual indemnification provisions and therefore would make the bid solicitation materially different from the solicitation the other bidders responded to and would provide Asplundh with a material advantage over the other bidders and therefore the bid should be rejected as non responsive.

In further consultation with the City Attorney's Office Ms. Cox did not contact Asplundh to obtain clarification of the language that was utilized in its cover letter in order to avoid the risk of the

second low bidder claiming the City negotiated with the low bidder and in effect allowing Asplundh to change their bid.

Ms. Cox further pointed to section 1.01 B of the General Provisions that was included in the Specification on page 37 titled "Alterations of Proposals not allowed" and stating "Proposals that are incomplete or conditioned in any way containing alternatives or items not called for in the General Provisions and Specifications are not in conformity with law and may be rejected as non-responsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications."

**Martha Lantz - City of Tacoma's Legal Department Advisor to the C&A Board:**

Ms. Lantz clarified for the record that there were two representatives from the City Attorney's Office attending. One that advises the C&A Board and that the Department, Power, had consultation and advice from a different attorney. The attorneys had not spoken about the protest items.

**Asplundh Tree Expert, LLC – Non-Recommended Awardee:**

Steve Blum from Asplundh stated its position that its bid was incorrectly interpreted as being conditioned with exceptions. Asplundh's position is the bid cover letter stated that if it were awarded this bid it requested changes be considered to the contract Terms and Conditions. Nowhere in the letter are they stated to be conditions of the bid or any subsequent contract, rather, they are expressly stated as a request for consideration. Asplundh stated its legal position that a request for consideration is not an express condition, that the bid as submitted is a valid response and in fact the low bid by a significant amount. Asplundh's position is that its submission is unconditioned and that it is willing to be bound by the bid even if the City is unwilling to consider its request and it continues to be willing to be bound by the bid. Additionally, Asplundh argued, in recasting this language to accept the bid other than the low bid, the City will be unnecessarily increasing the cost of services to the public.

**Question from Board Member Mike Fitzgerald:**

Does it say in your letter that you're essentially be willingly bound by the bid without consideration of those request?

**Answer - Asplundh Tree Expert, LLC – Non-Recommended Awardee:**

"Not expressly."

**Wright Tree Service, Inc. – Recommended Awardee:**

Rick Bonifas from Wright Tree Service stated Wright Tree Service has had a very good relationship with Tacoma Power over the last three years and has investment in the community. Wright highlighted its performance with little to no personal injury. Wright stated it had no conditions on its bid; that it understood the contract language and has been working under that contract for the last three years.

**Joe Sloan – City of Tacoma Legal Department Advisor to Tacoma Power:**

Mr. Sloan presented argument that the language "we request that the following be considered" required Tacoma Power to determine what would be done if Power accepted the requested changes resulting in a negotiation prior to award. Mr. Sloan reiterated the intent may not have been to "game the system" but noted his opinion that if this matter were litigated certainly Wright would bring that to the court's attention.

**Asplundh Tree Expert, LLC – Non-Recommended Awardee (Rebuttal):**

Steve Blum noted Asplundh contracted with the City for this work in the past and accepted City terms without conditions. Asplundh's intent in the bid cover letter was to be completely transparent with the City as there have been some concerns with the current contract language, not to condition the bid or to open up any negotiations with the City.

**Question from Board Member Mike Fitzgerald:**

Did we include an opportunity for a pre-bid vendor conference to clarify the terms and conditions?

**Answer - Department - Roberta Cox from Tacoma Power:**

Yes, we had a pre-bid conference.

**Question - Board Member Patsy Best:**

Was Asplundh in attendance at the pre-bid conference?

**Answer - Department - Roberta Cox from Tacoma Power:**

Yes.

**Question from Board Member Patsy Best:**

Were there any questions around deviations from the City's standard terms and conditions raised in either the pre-bid conference or in any communications?

**Answer from Department - Roberta Cox from Tacoma Power:**

No, not that I recall.

**Chair Chris Larson:**

Any additional comments?

**Wright Tree Service, Inc. – Recommended Awardee:**

Wright reiterated it had no conditions on its bid, understand the contract language and was ready to go to work.

**Recess for Board Review in Closed Session–**

*Board Member Mike Fitzgerald moved to accept the recommendation of the department to award to the second low and deny the protest of Asplundh. The motion was seconded by Board Member Jodi Collins. The motion carried.*

*Patsy Best moved to approve the Consent Agenda. The motion was seconded by Mike Fitzgerald. The motion carried.*

The meeting was adjourned.