



City of Tacoma, WA

**TACOMA POWER  
UTILITY TECHNOLOGY SERVICES**

**REQUEST FOR PROPOSALS**

**ADVANCED METERING INFRASTRUCTURE  
TECHNOLOGY AND SERVICES**

**SPECIFICATION NO. PS18-0015F**





City of Tacoma  
Tacoma Power / Utility Technology Services

REQUEST FOR PROPOSALS PS18-0015F  
Advanced Metering Infrastructure Technology and Services

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, May 15, 2018

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

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

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

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](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 not be held.

**Project Scope:** Implement an advanced metering infrastructure communications system including all requested metering devices, communications network equipment, network management solutions, and the related maintenance fees, licensing fees, and professional services fees.

**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).

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Richelle Krienke, Senior Buyer by email to [rkrienke@cityoftacoma.org](mailto:rkrienke@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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**A non-disclosure agreement is required to receive the exhibits listed below. The required form and instructions for submitting the NDA are provided in Appendix D.**

19. Communications Infrastructure and Including Click (PDF)
20. Substation Location, Boundaries (PDF)

**SUBMITTAL CHECK LIST**

- A. 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.
- B. **Please do not include this specification document with your submittal. Doing so may render your submittal non-responsive.**
- C. Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda. See also Section 3.04 Submittal Package Requirements.
- D. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

<p><b>The following items, in this order, make up your submittal package:</b></p> <p><u><b>Other than the forms listed below, please do not include other pages or content from this RFP document.</b></u></p>		
1	Title Page (Section 3.02 A)	
2	Table of Contents (Section 3.02 B)	
3	Index of confidential information, if applicable (Section 3.03)	
4	<p>City of Tacoma Forms (Section 3.02 C / Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them.</p> <ul style="list-style-type: none"> <li>a. Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents)</li> <li>b. Prime Contractor’s Pre-Work Form</li> <li>c. Price Proposal Form</li> <li>d. Solution Requirements Compliance Matrix</li> </ul>	
5	Balance of information in Section 3.02 – Content to be Submitted (items D – Q)	

Provide the following in a sealed envelope or package labeled with the specification number, specification title, and Respondent name and address as indicated in Section 3.04:

- Paper Copies
  - ❖ One original copy of your complete submittal, arranged as indicated in Sections 3.01 and 3.02.
  - ❖ Fifteen copies of the complete original submittal.
- Electronic copies (USB drive, labeled with company name)
  - ❖ One electronic copy of the complete submittal in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02. Provide the electronic copy as a **single file** rather than multiple individual documents.
  - ❖ One electronic copy of the completed Price Proposal Form in Excel format.
  - ❖ One electronic copy of Solution Requirements Compliance Matrix in Excel format.
  - ❖ There should be THREE documents on the USB drive

**Clearly identify paper documents as original and copies.**

## DELIVER TO:

### By Carrier:

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
3628 S 35<sup>th</sup> St  
Tacoma WA 98409

### By U.S. Mail:

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
PO Box 11007  
Tacoma WA 98411-0007

### In Person:

Tacoma Public Utilities Lobby Security Desk  
Administration Building North – Main Floor  
3628 S 35<sup>th</sup> St  
Tacoma WA 98409

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

1	Contract (Appendix B) Contract incorporating terms and conditions contained herein
2	Certificate of Insurance and applicable endorsements (Appendix B)
3	City of Tacoma business license, if applicable (Appendix C – See item 1.05 B. of the Standard Terms and Conditions)
4	Verification of Washington business license (Appendix C – See item 1.05 A. of the Standard Terms and Conditions)

**REQUEST FOR PROPOSALS PS18-0015F  
ADVANCED METERING INFRASTRUCTURE TECHNOLOGY AND SERVICES**

**SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES**

**1.01 PROJECT OVERVIEW AND PURPOSE**

- A. The City of Tacoma, Tacoma Public Utilities (TPU), Tacoma Power, Utility Technology Services is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City’s needs for an advanced metering infrastructure communications system.
1. TPU seeks proposals that include the specific requested information, descriptions of the technology, and price quotes as they relate to TPU’s strategic technology goals of implementing the "best fit" AMI communications system, electric meters, water meters, and information systems for the management and control of the communications networks and endpoint devices. This work includes all requested metering devices (“Meters”), communications network equipment (“Network”), and network management solution(s) (“AMI Head End”) and the related maintenance fees, licensing fees, and professional services fees (“Services”) as described herein.
    - a. In this context, implementation refers to all efforts required to provide a complete and functioning system and prepare TPU to use the AMI system effectively. This includes technology and implementation planning, detailed design, development services, hardware/appliance (if the solution needs specific hardware), meter and network installation training, configuration services, interfaces, software integration, designing minimal software modifications as necessary, testing, training, end user and technical documentation, project management, ongoing support services, and post-implementation warranty support.
  2. The preference is to purchase, at a firm, fixed price, a proven system that is operating effectively at other similar-sized utilities. Although TPU is requesting proposals for a complete system, including hardware, software, and services that include any and all third-party components, TPU may choose not to acquire all optional system components.
- B. Upon completion of the Request for Proposals (RFP) process, the City intends to secure a contract for an AMI Solution with the selected Respondent(s) that best meets the City’s needs. The selected Respondent(s) will provide all software, hardware/appliance (if the solution needs specific hardware), and required services including but not limited to, development services, configuration, installation, training, and ongoing support.
- C. The preference is to award a single contract that includes water and electric meters. However, the City reserves the right to select any combination of individual solutions that are the best fit for its needs split the award, reduce the award, or make no award, if it is in the City’s best interest.
- D. Products offered by Respondent must be new and unused unless specified otherwise in these Specifications.

- E. Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.
- F. Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- G. This solicitation may be found at [www.tacomapurchasing.org](http://www.tacomapurchasing.org); Navigate to *Contracting Opportunities / Services Solicitations*, scroll to this RFP and click the word *Specification*.
- H. This RFP is the first of four competitive solicitations anticipated for TPU's overall AMI program (AMI Technology and Services, Meter Data Management System (MDMS), Installation, Implementation and Integration).

## 1.02 CALENDAR OF RFP EVENTS

The anticipated schedule of events concerning this RFP, which are tentative and may be altered at the city's sole discretion, is as follows:

Questions due, 3:00 p.m., Pacific Time	April 26, 2018
Questions and answers posted on or about	May 2, 2018
Submittal deadline, 11:00 a.m., Pacific Time	May 15, 2018
Interviews/presentations/demonstrations, if conducted	Week of June 25, 2018
Public Utility Board consideration of award, if required	October 2018

## 1.03 QUESTIONS AND REQUESTS FOR CLARIFICATION

- A. A pre-submittal conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing until **3:00 p.m., Pacific Time, April 26, 2018**, to Richelle Krienke, Purchasing Division, via email to [rkrienke@cityoftacoma.org](mailto:rkrienke@cityoftacoma.org). Questions received after this date and time may not be answered.
  1. Please indicate the RFP specification number and title in the email subject line.
  2. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions.
    - a. The questions will be copied into a Word template; please keep the formatting simple (e.g., Arial 11, flush left) by avoiding multiple fonts, multiple formats, and the use of tables, styles, headers, footers, etc.
  3. Questions will not be accepted by telephone or fax.
  4. Questions marked confidential will not be answered.
  5. Questions may be held until the deadline and answered collectively. The City may also opt to intermittently post answers, if determined to be in the City's best interest.
  6. Individual answers will not be provided directly to Respondents.

7. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
  8. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to questions will be posted with the Specification on or about **May 2, 2018**, on the Purchasing website at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
  - C. To receive notice of the posted answers, you must register as a ["bid holder"](#) for this solicitation. Notices will not be sent if no questions are received.
  - D. The answers are not typically considered an addendum. (See Section 1.09)

#### **1.04 ACCEPTANCE AND RESPONSIVENESS**

- A. Respondents agree to provide a minimum of 180 days from the submittal deadline for acceptance by the City.
- B. Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

#### **1.05 CONTRACT TERM**

- A. The Contract is anticipated to be a minimum of three years, which includes one-year of maintenance and support.
- B. Ongoing maintenance and licensing agreements beyond the first year will be per final negotiated Contract terms.
- C. This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term.

#### **1.06 PRICING**

- A. Pricing under any Contract resulting from this RFP shall be firm for the Contract period unless an adjustment is mandated by statute.
- B. The City may award to other than the highest ranked Respondent if the price offered by the Respondent is more than the budget available for this project.
- C. Submitted prices shall include costs of servicing the account, all contractual requirements during Contract period such as transportation, travel, permits, labor, insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the

trade in design, quality, material and workmanship and be subject to these Specifications in full.

- D. Surcharges of any type will not be paid.
- E. The City reserves the right to negotiate all costs/prices submitted.
- F. Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement. See item 1.05 C. above and item 1.37 “Cooperative Purchasing” in the Standard Terms and Conditions (Appendix C).

#### **1.07 AMI PROGRAM BUDGET**

- A. The amount estimated for TPU’s AMI program (AMI Technology and Services, Meter Data Management System (MDMS), Installation, Implementation and Integration) is \$60,000,000. This RFP is the first of four competitive solicitations anticipated for the AMI program.

#### **1.08 RESPONDENTS ORIGINATING OUTSIDE THE UNITED STATES**

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

#### **1.09 REVISIONS TO RFP – ADDENDA**

- A. In the event it becomes necessary to revise any part of this RFP, addenda will be issued to [registered bid holders/planholders](#) and posted on the Purchasing website at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.
- B. Answers in response to RFP inquiries (see Section 1.03 above) are not typically provided as an addendum.

#### **1.10 FEDERAL AID PROJECTS**

The following is applicable to federal aid projects:

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

## 1.11 CITY CONTACT INFORMATION

- A. All communications concerning this solicitation shall be directed via email to the Purchasing contact:  
Richelle Krienke / rkrienke@cityoftacoma.org
- B. Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other Purchasing staff member, or any external firm or agency, is advised that such material is used at the Respondent's own risk. The City will not be bound by any such information, clarification, or interpretation.
- C. Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of the Respondent's submittal.
- D. NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFP, your submittal, or the City's expectations regarding the proposed work other than as stated in the Request for Proposals documents.

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

### **2.01 INTRODUCTION TO TACOMA PUBLIC UTILITIES**

- A. Tacoma Public Utilities: Providing services that are vital to our quality of life.
  - 1. Tacoma Public Utilities (TPU) is a public utility organization that originated in 1893. It is made up of Tacoma Power, Tacoma Water, Tacoma Rail, and the Click! Network. Tacoma Public Utilities employs more than 1,400 people and operates entirely from revenues from the sale of utility services. TPU serves approximately 170,000 electric customers and 90,000 water customers in Tacoma and surrounding jurisdictions in suburban Pierce and King Counties in Washington State.
  - 2. TPU is one of the largest public utilities in the United States and has earned regional, national, and international recognition for its leadership and innovation. TPU customers enjoy high quality, reliable utility services at competitive prices.
  
- B. Tacoma Water: Providing clean, reliable water now and in the future.
  - 1. The utility has a proud tradition of operating and maintaining one of the country's longest serving municipally owned water systems. Tacoma Water is the second largest water utility in Washington State, with a service area that spans 117 square miles and an abundant, reliable water supply. The utility serves nearly 90,000 residential, commercial, and industrial customers via a 1,381-mile system of water mains.
  - 2. Tacoma Water owns and operates both surface water and ground water supply systems, and is also the owner/operator of a regional surface water system that includes three other regional utilities.
  - 3. As both a wholesale and retail water supplier, Tacoma Water provides considerable retail service outside the City of Tacoma. It is a forward-thinking, collaborative, and environmentally focused organization. Through its conservative management and financial practices, Tacoma Water has earned an AA rating from Standard & Poor's and an Aa2 rating from Moody's.
  
- C. Tacoma Power: Community value first.
  - 1. Tacoma Power one of the largest public electric utilities in the country. Its service area spans about 180 square miles and includes nearly 2,400 miles of power lines.
  - 2. Tacoma Power serves about 176,000 customers, and offers some of the lowest electric rates in the country. The utility supplies about 38% of its power supply from its seven hydroelectric dams, and purchases the rest of its needed supply through the Bonneville Power Administration. The utility sells excess supply in the wholesale power market.

3. TPU's largest division of 840 employees is organized into six business units: Generation, Power Management; Transmission and Distribution; Click! Network; Utility Technology Services; and Rates, Planning & Analysis. Through strategic financial planning, Tacoma Power has earned AA- bond rating from Fitch, AA rating from Standard & Poors, and an AA3 rating from Moody's.

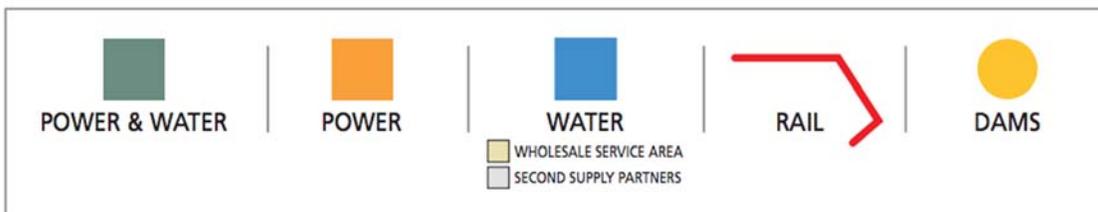
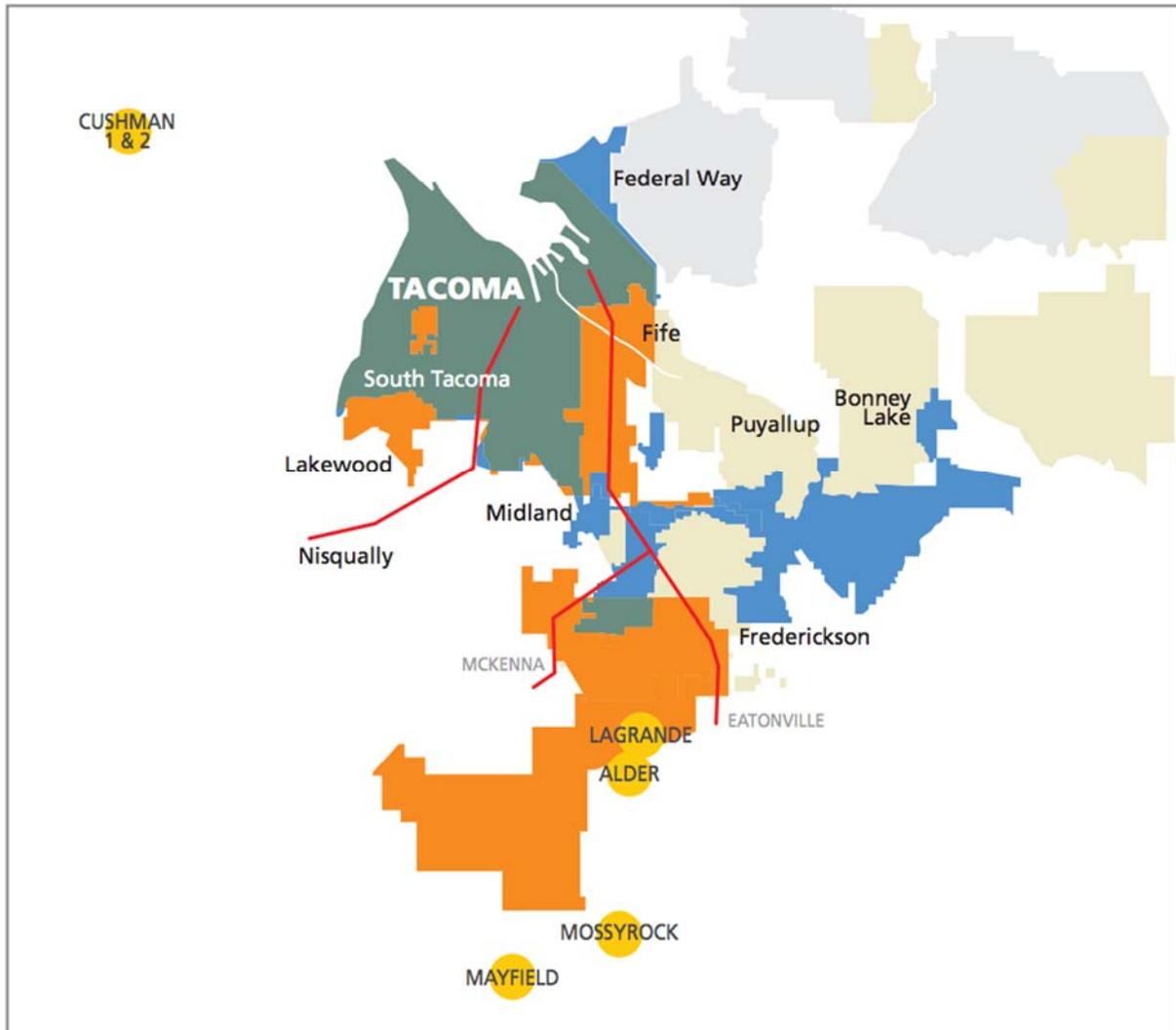
D. About Tacoma.

1. Tacoma is a mid-sized urban port city of nearly 210,000. As the third largest city in the state of Washington, Tacoma is a diverse, progressive, international city that serves as a gateway to the Puget Sound, Pacific Rim and the rest of the world.
2. Tacoma is home to a vibrant, creative community of emerging writers, artists and musicians, photographers, filmmakers, culinarians, entrepreneurs and small business owners, each adding their own unique flair to the city's flourishing commercial landscape. Tacoma is also home to the iconic Tacoma Dome, the largest indoor venue in Washington State, drawing some of the largest names in the entertainment industry and audiences across the Pacific Northwest region.
3. The City continues to attract families and individuals seeking distinct neighborhoods with charm, character, and big city amenities. Downtown Tacoma, specifically, has become a magnet for those seeking urban lifestyles without compromise, with competitively priced, well-appointed condominiums and apartments set against a picturesque backdrop of Mt. Rainier and the Puget Sound.
4. Tacoma's natural beauty and proximity to Mt. Rainier and the Puget Sound draws hikers, runners, bicyclists, and maritime enthusiasts to the area. The lively social scene in Tacoma is further invigorated by the thousands of students attending the University of Washington Tacoma, the University of Puget Sound, the Evergreen State College Tacoma campus, Tacoma Community College, as well as a number of local trade and technical colleges. Tacoma's prime location in the region—just 20 minutes south of the Seattle-Tacoma International Airport, 30 minutes north of the state capital in Olympia, and 20 minutes from Joint Base Lewis-McChord, the Department of Defense's premiere military installation on the West Coast - only adds to Tacoma's desirability

## **2.02 MAP OF TPU ELECTRIC AND WATER SERVICE TERRITORIES**

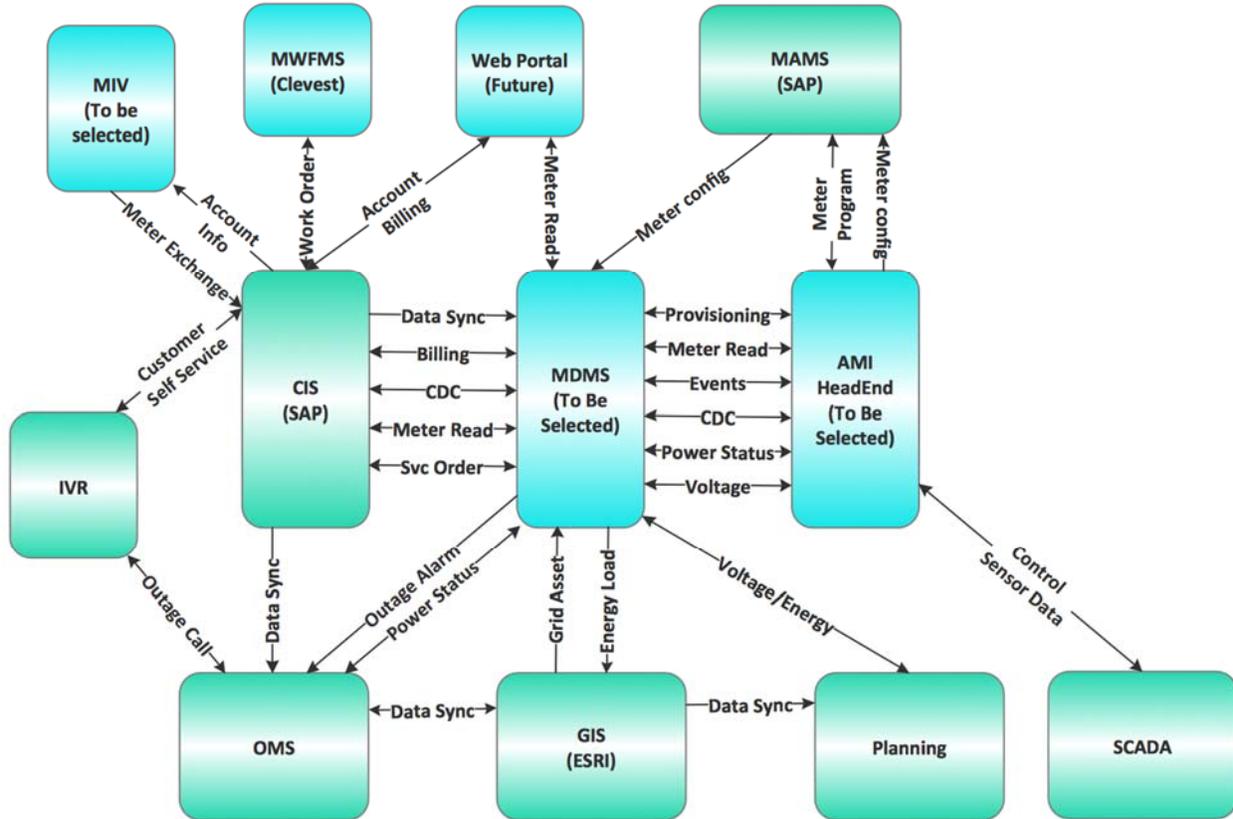
See next page.

# TACOMA PUBLIC UTILITIES SERVICE AREA



NOTE: This map is for illustrative purposes. Tacoma Water has additional service territory extending further east than shown on this map.

## 2.03 AMI SOLUTION ARCHITECTURE



Acronyms used above are defined as:

- MIV – Meter Installation Vendor
- MWFMS – Mobile Workforce Management System
- MAMS – Meter Asset Management System
- IVR – Interactive Voice Response
- CIS – Customer Information System
- CDC – Connect/Disconnect
- MDMS – Meter Data Management System
- AMI – Advanced Metering Infrastructure
- OMS – Outage Management System
- GIS – Geographic Information System
- SCADA – Supervisory Control and Data Acquisition

## 2.04 AMI FUNCTIONAL AND TECHNICAL REQUIREMENTS

- The proposed AMI system and necessary hardware/software components must be capable of supporting all electric meter forms as listed in Exhibit 1 and all water meter types listed in Exhibit 4.

## 2.04.1 METERING / ENDPOINT FUNCTIONAL REQUIREMENTS

- A. All electric meters to be deployed meet UL 2735 standards for electric.
- B. The AMI Solution must comply with all applicable ANSI and IEEE North American Metering standards including but not limited to accuracy class, data tables, protocols, security, and safety.
- C. The AMI Electric Meters must comply with the Tacoma Power's standards for meters, test data, and labeling.
- D. The AMI Water Meters must comply with the Tacoma Water's standards for meters, test data, and labeling. AMI Water Meters must include labels with bar code or QR codes for easy scanning.
- E. The AMI Solution must support at least two meter manufacturers for each electric meter form and voltage, and multiple meter manufacturers for the water meter sizes.
- F. The AMI Solution must support TPU's current rates and tariffs. This includes:
  - 1. TOU rates with up to 4 tiers
  - 2. Demand using rolling and block calculations
  - 3. Net metering
- G. The AMI Solution must support C&I and residential metering for electric
- H. The AMI Solution must support C&I and residential metering for water
- I. The AMI Solution must support net and production metering
- J. The AMI Solution must enable communications from all supported endpoints to the back office Head End System (HES)
- K. The AMI Solution must support the remote change of configuration of any AMI electric meter.
- L. The AMI Solution must support remote firmware upgrades for all endpoints including meter firmware and communications module firmware. In other words, all firmware in the endpoints MUST be upgradeable over the air.
- M. The AMI Solution, in the event of a firmware download to any endpoint device, must provide verification of success or failure of the intended process.
- N. The AMI Solution must present suitable resolution of all reported quantities including:

1. Watt-hours (1 Wh) for kWh quantities
  2. Watts (1 W) for kW quantities
  3. VAR-hours (1 VARh) for kVARh quantities
  4. VARs (1 VAR) for kVAR quantities
  5. Tenths of Volts (0.1 VAC) for Voltage quantities
  6. Cubic feet (1 CF) for CFM quantities
- O. The AMI Solution must collect and distribute register reads and load profile data (at least 15 minute granularity) from each residential electric meter. The following registers (time stamped at midnight) must be supported at a minimum:
1. kWh Delivered
  2. kWh Received
  3. kWh Net
  4. kW Demand
  5. Volts Instantaneous, Volts Average, Volts Min and Volts Max [Phase to Phase voltage for 2S meters and two voltage (Phase A and Phase C) for network meters]
- P. The C&I AMI Solution must collect and distribute register reads and load profile data (at least 5minute granularity) from each commercial electric meter. The following registers (time stamped at midnight) must be supported at a minimum:
1. kWh Delivered
  2. kWh Received
  3. kWh Net
  4. kW Demand
  5. kVARh Leading
  6. kVARh Lagging
  7. kVAh
  8. kVAR Demand
  9. Volts Instantaneous, Volts Average, Volts Min, and Volts Max per Phase
- Q. The AMI Solution must collect and distribute register reads and load profile data (at least 60-minute granularity) from each water meter. The following register (time stamped at midnight) must be supported at a minimum:
1. Gallons
- R. The AMI Solution must reliably and safely perform on a real-time and pre-scheduled operation of an integrated service switch for residential electric meters. The AMI Solution must validate and report the successful operation of the switch. The service switch must have a reliable, positive locking, and safe operating mechanism.
- S. The AMI Solution must monitor and report high temperature situations at the electric meter.
- T. The AMI Solution must reliably and safely support real-time and pre-scheduled implementation of load limiting at the electric meter.
- U. The AMI Solution must support prepayment services for electric and water.

- V. The meters must identify loss and restoration of power scenarios and initiate real-time alerts with a high reliability in light and heavy traffic situations. Power outage and restoration alerts must be time stamped on occurrence at the meter.
- W. The AMI Solution must collect and distribute metering events and alerts on a real-time basis. The AMI Solution must support remote configuration of events and alerts. The events must, as a minimum for electric meters, include high temperature; high and low voltage, loss and restoration of power, device failure impacting metrology accuracy, disconnect switch operation, and breach of security. For water meters, the events should include leak detection, cut wire, dry pipe and tamper.
- X. The AMI Solution must support Demand Response Events that may include messaging via the AMI network or possibly other means of communications to Customer. Further, the AMI system must support the reception of acknowledgment of participation in any pricing or demand based event.
- Y. The AMI Solution must provide automatic recognition and initialization upon installation of new meters or endpoints, which is to include but not be limited to automatic detection of meter types, protocols (if applicable), meter ID, meter program, and meter firmware version(s).
- Z. The AMI Solution must support communications and operations to Distribution Automation (DA) devices using the same communication network as used for metering.

#### **2.04.2 AMI COMMUNICATIONS NETWORK REQUIREMENTS**

- A. The AMI Network devices must support all ANSI, IEC, NEMA requirements for devices to be installed outdoors and on electrical distribution facilities.
- B. The AMI Network must provide communications to all system endpoints served by TPU. If the proposed system is not capable of 100 percent coverage, please provide or suggest alternatives to meet this goal.
- C. The AMI Solution provider must have several alternatives to provide communications to every device including cellular communications.
- D. The AMI Network should maximize the use of the TPU's existing fiber and microwave infrastructure.
- E. The AMI Network must support remote upgrade of all resident firmware for all collectors, repeaters or network support devices with verification of success or failure of the update process.
- F. The AMI Network must support electric and water metering and any operational differences must be explained. For example, the rate of data collection, support of on demand reads, etc.
- G. The AMI Network must have sufficient coverage and communications performance to support, at a minimum:

1. The retrieval of 15-minute intervals for 4 load profile channels and 4 midnight snapshot register reads with a granularity of 1Wh and 0.1Volts from all residential electric meters in the implemented service area every 4 to 6 hours
  2. The retrieval of 5-minute intervals for 8 load profile channels and 9 midnight snapshot register reads with a granularity of 1Wh, 1VARh and 0.1Volts from all commercial electric meters in the implemented service area every 4 to 6 hours
  3. The retrieval of 60-minute intervals for 1 load profile channel and 1 midnight snapshot register read with a granularity of 1 Gallon for all residential water meters in the implemented service area every 24 hours.
  4. The retrieval of instantaneous voltage every 5 minutes from up to 5 percent of the AMI electric meters selectively identified along electric network for the purposes of voltage management.
  5. The retrieval of 15-minute kWh consumption every 15 minutes from up to 5 percent of the AMI meters in the implemented service area, randomly identified along the electric network for the purposes of near-real time data delivery.
  6. Download of firmware to all endpoints in the implemented service area.
  7. Capture and deliver outage events from 25 percent or roughly 50,000 electric meters over 4 hours.
  8. Operation of the remote service switch for up to 2,000 electric meters over 3 hours.
  9. Additional bandwidth to allow distribution automation communication via DNP3 protocol to selected TPU devices.
- H. The AMI Solution must continue to support communications to 99 percent of meters in case of any single communication component failure.
- I. The AMI Network must provide sufficient communications performance to meet the performance requirements identified herein.
- J. The AMI Network must be able to be sized and configured to effectively manage communications during operations exceptions, such as outages, firmware upgrades, and disconnect.
- K. The AMI Network must have sufficient capacity and performance to successfully capture power outage and restoration notification from the AMI meters to allow for accurate and reliable identification of power outages and management of outage restoration activities.
- L. The AMI Network must have sufficient capacity and performance to provide reliable communication and control of distribution automation devices as well as the ability to add additional network infrastructure to support new sensors and additional distribution automation devices.
- M. The AMI Network should support monitoring and control of streetlights.

- N. The AMI Network must maintain time synchronization across all network devices and meters and modules within +/- 5 seconds of system time.
- O. The AMI Solution must provide field and meter shop tools for the configuration, testing, and troubleshooting of network and endpoint devices.
- P. The AMI Network must be able to be deployed and validated in advance of meter deployment.

### **2.04.3 AMI HEAD END SYSTEMS REQUIREMENTS**

- A. The AMI Head End System must be scalable to include all meters and AMI communications points for TPU.
- B. The AMI Head End System must support operating in a virtualized server environment.
- C. The AMI Head End System must have the ability to autonomously monitor the health of the system and provide messaging or alarms to TPU personnel in the event of operational issues.
- D. The AMI Head End System must have the ability to support multiple communications media including cellular or satellite should suitable cellular connectivity not be available.
- E. The AMI Head End System must support the control and storage of Net, Forward, Reverse, and Secure metering options.
- F. The AMI Head End System must provide tools for the detection and management of misconfigured or orphaned endpoints.
- G. The AMI Head End System must manage the associated AMI network equipment providing configurable reports on system status, health, and connectivity through all levels of the network.
- H. The AMI Head End System must accurately maintain system time synchronization across all devices to ensure accuracy of data.
- I. The AMI Head End System must support a configurable and programmable schedule for communicating with all endpoints. Different schedules may be utilized in support of Electric or Water customers.
- J. The AMI Head End System must easily integrate to different applications using industry standard interfaces, including MultiSpeak Version 3.0 or higher and IEC 61968-9.
- K. The AMI Head End System must support Critical Peak Pricing (CCP) and Real-time Pricing (RTP) programs through real-time collection of data from metering devices and routing messages to and from appropriate metering end-devices.
- L. The AMI Head End System must receive, validate, and forward any power outage and power restoration alarms initiated from the AMI meters and transmitted through the AMI network with minimum delay and no data loss.

- M. The AMI Head End System must support industry standard IEEE power indices or the capability to support the calculation of any or all IEEE indices based upon data provided by the electric metering endpoints.
- N. The AMI Head End System for each coverage plan must have sufficient data processing performance to support the requirements of each coverage scenario.
- O. The AMI Head End System must have sufficient data processing performance to support the every 5-minute handling of voltage measurements from 5 percent of the electric meters.
- P. The AMI Head End System must have sufficient data processing performance to support the every 15-minute handling of 15-minute consumption data from 100 percent of the electric meters, if TPU chooses this Near Real-Time Data option.
- Q. The AMI Head End System should support proactive communication to network endpoints and meters as needed to support network reliability and end-to-end communications.

#### **2.04.4 AMI SOLUTION PERFORMANCE REQUIREMENTS**

- A. The Contractor will commit to a Service Level Agreement to meet the following performance requirements:
- B. The AMI Solution must provide availability for reading of register reads and load profile data and reporting of that information on a daily basis for any meter within TPU's service area with minimum performance of:
  - 1. 99.5 percent of all intervals and registers from the previous day collected and available to the MDMS, or other utility systems by 6:00 AM next day
  - 2. 98 percent on-demand read successfully executed within 60 seconds
  - 3. 98 percent connect or disconnect operations successfully executed within 30 seconds
- C. The system must provide availability for the connection and control of Distribution Automation devices with a minimum performance of:
  - 1. 99.5 percent connectivity to DA devices as deployed.
  - 2. 99 percent commands executed or recorded within 15 seconds.

#### **2.04.5 AMI SOLUTION TECHNICAL REQUIREMENTS**

- A. The Contractor will provide detailed hardware, software and networking requirements for their AMI HES solution.
- B. The AMI HES will store and maintain on-line access to three months of meter data.

## 2.04.6 AMI SOLUTION SECURITY REQUIREMENTS

The AMI Solution must provide a security implementation certified by the Respondent that the following standards are met or provide a roadmap to the implementation of such standards or sub-bullets as outlined.

- A. AMI System Security Requirements for the Advanced metering infrastructure and Smart Grid end-to-end security.
- B. AMI Solution must provide a secure upgrade process for hardware, software, communication messages and endpoint devices, including PKI lifecycle management and scanning for malicious files and detection of viruses.
- C. AMI Solution must provide an authentication process to verify the originator of a transmission or message in the event of message spoofing, "man-in-the-middle," or replay messaging attacks.
- D. AMI Solution must provide an authorization process to validate any individuals "right of access" to the system Head End or subsequent control and monitoring screens.
- E. AMI Solution must provide an authorization process to validate communications on the AMI Network at all levels (WAN, LAN, and HAN). Any unauthorized or rejected messages should be logged.
- F. AMI Solution must provide an environment sufficient to warrant the confidentiality of information to ensure that data is not exposed to unauthorized persons, processes (interfaces), and/or devices.
- G. The AMI Solution must provide for data integrity to provide assurance that data as transmitted, displayed, or received by an end-device has not been tampered with.
- H. The AMI Solution must provide the sender of data proof of delivery while the recipient of such data is provided the sender's identity as a form of non-repudiation.
- I. The system must be encrypted from end to end and must be compliant with current NERC standards as set forth in The National Electric Reliability Council (NERC) Urgent Action Standard 1200 – Cyber Security.
- J. The AMI Solution should be regularly subjected to penetration and other security audits from a reputable third party security firm.
- K. The AMI Solution and Respondent should address additional security standards as follows:
  - 1. IEC 62351 Parts 1-8 Information Security for Power System Control
  - 2. IEEE 1686-2007 Security for Intelligent Electronic Devices (IEDs)
  - 3. End-point and communications security.
  - 4. NERC CIP 002-009 Cyber Standards for the bulk power system

5. NIST Special Security Publication SP 800-53 and NIST SP 800-82. Cyber Security Standards and guidelines for Federal Information Systems for application in Bulk Power System
6. FIPS140-2 Security Requirements for Cryptographic Modules

#### **2.04.7 AMI SOLUTION NON-FUNCTIONAL REQUIREMENTS**

- A. The AMI Solution must support communication standards, such as IPv6, 802.15.4e and 802.15.4g.
- B. The AMI Solution must support IEC 61968-9 / MultiSpeak 3.0 standards (and provide a roadmap for MultiSpeak 4.0 compliance).
- C. The AMI Solution should be easily integrated with TPU's current and future enterprise system landscape.
- D. The AMI Solution should be easily integrated with an external analytics solution, or provide easy data extractions in support of the distribution network analytics for the purpose of planning and operations.
- E. The AMI Solution must be user friendly to support access by internal users with the appropriate security settings for access or management of access based upon operational department or individual need.
- F. The AMI Solution Contractor must provide a suggested Best Practices methodology for backup and maintenance of the proposed solution based upon their operational experience.

#### **2.05 MINIMUM REQUIREMENTS**

- A. TPU requires that the selected Contractor meet the following minimum requirements:
  1. Respondent has provided the proposed AMI solution for at least five years in North America.
  2. Respondent has provided the proposed technology (hardware and software) for at least three years at a minimum of two utilities with a minimum of 100,000 meters deployed for each utility in North America.
  3. Respondent has at least 1,000,000 meter endpoints deployed and operating across North America.
  4. Respondent has at least one utility customer with at least 400,000 electric metering endpoints deployed and operational in North America.
  5. Respondent has at least one utility customer with at least 100,000 water metering endpoints deployed and operational in North America.

6. Respondent has at least one utility customer with both electric and water metering endpoints deployed and operational in North America.
- B. Proposals may be rejected at the sole discretion of the City if the above minimum requirements are not met.

## **2.06 SCHEDULE AND SCOPE OF WORK**

TPU anticipates the design, integration and deployment of the AMI solution to be completed over a 3-year period. This schedule will include the implementation of the Sandbox environment in Q4, 2018, the configuration, integration and testing of the information systems in 2019 with completion by Q1, 2020 and the installation of the AMI meters starting in Q2, 2020 and completing by Q1, 2022.

The City requires the following professional services to be provided by the Contractor in support of the design, integration and deployment of the AMI Solution:

### **2.06.1 PROGRAM MANAGEMENT AND SOLUTION IMPLEMENTATION**

- A. Develop and maintain a detailed project plan and controls for the implementation and acceptance of the AMI Solution and all integration necessary to fully implement the AMI network. This includes implementing procedures for project control, project tracking, and reporting of progress.
- B. Assist in the ordering of the required meters including the meter configuration, meter labeling, communication modules and the integration of such if and as required to meet TPU's metering requirements.
- C. Assist in the receipt, inspection and testing of new AMI meters, AMI communication modules and AMI network equipment.
- D. Assist in the ordering and sizing of any applicable servers and databases required to support TPU's AMI Solution requirements. This should include a detailed and comprehensive Server and Database Deployment Document that completely defines the hardware, software and configuration specification of all servers comprising the AMI Solution.

### **2.06.2 SANDBOX DEPLOYMENT**

TPU plans to deploy an AMI Sandbox consisting of a total of up to 500 electric and water AMI meters (specific mix of electric and water meters to be determined), a development AMI HES and a development MDMS to facilitate training and the Blue Print Phase of the AMI Program. This AMI Sandbox will begin implementation upon completion of the award and contract from this RFP. The AMI Sandbox is to be operational no later than December 31, 2018.

- A. Complete AMI Sandbox Network Design
- B. Facilitate the procurement of meters and network devices to meet the completion timeline

- C. Assist TPU with the receipt, configuration, and installation of meters and network devices.
- D. Install and configure AMI HES in TPU's Development Environment
- E. Support TPU and the selected MDM vendor with the integration of the MDMS with the AMI HES
- F. Conduct end to end verification testing of the installed AMI Sandbox

### **2.06.3 SYSTEM AND NETWORK ANALYSIS**

- A. The Contractor will develop a detailed coverage plan for the AMI communication network, which ensures that any meter installed in the TPU's service territory, will meet the AMI performance requirements (Section 2.04.4). The City does expect that 100 percent of the existing electric and water meters would be covered by this plan leaving no meter uncovered or with substantially degraded performance. This network plan or plans must include the number and location of any communication devices and is expected to be accurate within five percent (in other words, the Contractor will guarantee that the amount of network equipment will not exceed the plan by five percent). The Contractor will update this network plan during deployment and provide a final "as built" Coverage and Capacity Plan representing the finally deployed network. The Contractor should perform detailed RF propagation studies on the TPU's service territory in developing its response.

Note: All costs for any additional network infrastructure beyond the five percent, as indicated immediately above, will be the responsibility of the Contractor, including any equipment costs, equipment installation costs, as well as any future maintenance costs or recurring fees.

### **2.06.4 NETWORK SURVEYS**

- A. Contract and document network surveys of each proposed installation location for AMI network devices.
- B. Review Contractor standard practices and documentation templates with TPU
- C. Adjust templates on input from TPU Personnel.

### **2.06.5 SYSTEM INTEGRATION**

- A. Assist in the development of environment and architecture design and documentation. This should include support for the deployed AMI network including but not limited to theory of operation, backhaul requirements, network capacity, network propagation studies, contingency, and Disaster recovery planning. This backup and recovery plan should include detailed disaster recovery plans for the loss of the AMI Head End System. This should also include plans for how the AMI Solution performs configuration management and configuration restoration.
- B. Participate in and, where appropriate, conduct workshops with TPU and TPU's chosen Systems Integrator to establish detailed functional, integration, and architecture

requirements for the AMI Solution and its implementation and document these requirements and configurations.

- C. Deliver a comprehensive functional specification, integration specification and architectural specification for the AMI Head End and related integrations.
- D. Deliver a comprehensive configuration workbook that fully describes all of the configurable parameters and customizations required for the AMI Head End to meet the functional and integration specification.
- E. Assist in setup and configuration of Test and Production environments. TPU requires the creation of a test environment of the required AMI hardware and server software configuration at TPU's AMI Test Lab. The Test environments will emulate the ultimate production system and can be used for on-site training and meter configuration testing as well as network configuration testing. TPU will acquire and configure these environments and the respondent should provide initial system installation and training.

#### **2.06.6 SYSTEM ACCEPTANCE TESTING**

TPU requires system and acceptance testing conducted on the Test environments described above. The objective of these tests will be to validate that the AMI Solution (metering, communications, applications, and interfaces) meets the defined TPU requirements.

- A. Provide and support the performance of test procedures, any applicable simulation or propagation studies and monitoring methods to demonstrate proper functioning of the AMI Solution with the TPU's systems through both QA testing and actual live production.
- B. Develop test plans and test scripts
- C. Supply test harnesses and test data sets
- D. Provide regular testing status reports and final test report
- E. Track defects and the resolution of defects
- F. On-site assistance by engineering and IT experts during the testing to ensure troubleshooting and knowledge transfer that occurs in a timely and efficient manner.
- G. TPU may conduct extensive security and intrusion testing on the Test environment. The Contractor will resolve any security issues identify as a condition to acceptance of the Test environment.

#### **2.06.7 TRAINING AND DOCUMENTATION**

- A. Provide appropriate system manuals and documentation.
- B. Provide a plan to properly train specified TPU internal personnel how to install, maintain, and operate the AMI Solution.
- C. Provide training on how to use all applications and functions within the AMI Head End Software for ongoing operations and maintenance.

- D. Provide a description and syllabus for all available and future training courses, and indicate whether such training is provided on-site or online.

#### **2.06.8 NETWORK TUNING**

- A. The Contractor will provide network tuning services during and after the network deployment, as necessary to achieve the required network performance, reliability, and capacity specifications.

#### **2.07 WARRANTIES**

- A. A minimum six-year (from date of delivery) warranty agreement is required on the electric meters, communications modules, communications equipment, and any other hardware and equipment. This includes standard maintenance and support policies, description of return processes, help desk support, escalation processes, standard problem categories, and resolution times.
- B. A minimum 20 year (from date of delivery) warranty agreement is required for all water meters and water modules inclusive of battery. This includes standard maintenance and support policies, description of return processes, help desk support, escalation processes, standard problem categories, and resolution times.

#### **2.08 INSURANCE**

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

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

### 3.01 FORMAT AND PRESENTATION

- A. Submittals should be clear, succinct, and must include the sections as described below. Sections must not exceed the prescribed page limit, excluding any appendices. For sections where no page limit is specified, Respondents should use good judgment in avoiding lengthy responses.
- B. The inclusion of standard company brochures or similar marketing materials is allowed but will not be evaluated and may not be used in lieu of providing responses to Section 3.02 Content to be Submitted immediately below.
- C. A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not use hyperlinks to other documents or cross reference to another section of your submittal document in lieu of a full response.
- D. Required format:
- Page size: 8.5” x 11” (no pages larger or smaller than this size)
  - Margins: 0.75” or greater
  - Font and size: Arial 10 (or equivalent) or larger
  - Numbered pages: Please number all pages in your submittal documents
- E. For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to **print/copy on both sides of a single sheet of paper** wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.
- F. The City prefers the use of **recyclable 3-ring binders** to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, glossy paper, and plastic or glossy covers or dividers is discouraged.
- G. Color is acceptable, but content should not be lost by black-and-white printing or copying.

### 3.02 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the numbering format presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way, contain alternatives or items not called for in this RFP, or are not in conformity with law, may be rejected. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

## **A. Title Page**

1. The Title Page is to be a single sheet of paper and should include the following:
  - a. RFP number and title
  - b. Firm name, address, website address, telephone number, and email address
  - c. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
  - d. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

## **B. Table of Contents**

1. Identify information included in your submittal by section as described in Section 3.02.

## **C. City of Tacoma Forms (Appendix A)**

Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them.

1. Signature Page - The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.
2. Prime Contractor's Pre-Work Form
3. Price Proposal Form
4. Solution Requirements Compliance Matrix

## **D. Executive Summary**

1. Introduction and overview of your submittal/proposal.
2. A description and explanation of your underlying philosophy in fulfilling this scope of work.
3. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
4. Background information of the parent company, if any.
5. Financial statistics about your firm, including financial health, net worth, and five-year revenue forecasts.
6. Presence, if any, in Puget Sound/Pacific Northwest region.
7. Location of the office from which this work will be performed.
8. Documentation of corporate status and business licenses.

9. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of the Respondent.
10. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of the Respondent.
11. Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as above for identified subcontractors. Include any certified City of Tacoma [Small Business Enterprise](#) and/or minority/woman owned firm certified with the [Washington State Office of Minority and Women's Business Enterprises](#). (See 3.02 N or Price Proposal Form)
12. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
13. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
14. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.

#### **E. Project Team**

The personnel presented must be committed to this project for the expected term of the Contract.

1. Describe the AMI Solution team that will be assigned to this engagement, including the location and availability of each team member, their position and relevance to the project, and the number of years of experience.
2. Identify the individuals who will be involved, their experience in delivering AMI solutions and the primary role and responsibilities of each member, as well as the project manager.
3. Describe how you will assure the continuity of the assigned personnel during the term of this project.
4. Describe the experience, education, and training of each person in performing AMI implementation work for municipal governments.
5. Include resumes for all personnel that will be staffed on the Project as an attachment.
6. Key members of the proposed project team must be present during the onsite vendor presentations at a City facility. If necessary, Respondent may form teams in support of an integrated proposal based upon the phases of implementation or expertise required during the implementation of the AMI Solution; however, Respondent is required to assign a lead organization / individual for the overall project responsibility

and specifically explain how its team members or sub-contractors (depending upon the proposed structure) will be managed).

## **F. Network Coverage Plans**

1. Provide the following separate coverage scenarios (no more than six pages each) that will provide two-way communications to all electric meters and water meters, as well as any potential distribution equipment, within TPU's service territory. Respondent should perform detailed RF propagation studies on TPU's electric and water service territories to develop these coverage plans.
  - a. Requirement Scenario 1A (Complete Coverage – Baseline)
    - 100 percent of Residential electric meters delivering 15 minute energy consumption every 4 to 6 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - 100 percent of Commercial electric meters delivering 5 minute energy consumption every 2 to 4 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - 100 percent of water meters delivering 60-minute water consumption every 24 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - Provide an overview of the proposed network that includes the maximum number of hops or layers, if applicable, for both rural and urban areas
  - b. Requirement Scenario 1B (Electric Only – Baseline)
    - 100 percent of Residential electric meters delivering 15 minute energy consumption every 4 to 6 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - 100 percent of Commercial electric meters delivering 5 minute energy consumption every 2 to 4 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - Provide an overview of the proposed network that includes the maximum number of hops or layers, if applicable, for both rural and urban areas
  - c. Requirement Scenario 1C (Water Only – Baseline)
    - 100 percent of water meters delivering 60-minute water consumption every 24 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - Provide an overview of the proposed network that includes the maximum number of hops or layers, if applicable, for both rural and urban areas

- d. Requirement Scenario 2 (Complete Coverage – Real Time)
    - 100 percent of Residential electric meters delivering 15-minute energy consumption every 15 minutes within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - 100 percent of Commercial electric meters delivering five-minute energy consumption every 15 minutes within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
    - 100 percent of water meters delivering 60-minute water consumption every 24 hours within all areas of the deployment area (i.e., rural areas will have the same network performance as urban areas).
  - Provide an overview of the proposed network that includes the maximum number of hops or layers, if applicable, for both rural and urban areas.
2. For each plan, consider the following:
    - a. The use of TPU's existing communication infrastructures should be optimized in the proposed design. Proposed design should focus on optimizing cost and operational capability by leveraging the optimal mix of TPU's existing communication infrastructure and that of public carriers only where required.
    - b. A set of files with the location information for each electric meter is provided in Exhibit 2 and the location information for each water meter is provided in Exhibit 5.
    - c. A summary of TPU's electric and water service territories are included in Exhibit 13.
    - d. A summary of TPU's communications infrastructure is included in Exhibits 11, 19, and 20.
  3. For each plan, provide the following:
    - a. Describe the number of network devices requiring third party (e.g., cellular) communications services.
    - b. Include any installation requirements, such as antenna heights, third party locations (e.g., buildings, streetlights, etc.) and equipment installation standards that are assumed in the plan.
    - c. Include loading of various components (e.g., Meters per tower or total hops) and bandwidth utilization information to demonstrate the capacity of the network plan to support the steady state load as well as any additional traffic.
    - d. For any backhaul communications link not utilizing TPU's communications network, identify the capacity and quality of service requirements for any third party communications and the annual communications costs associated with such third party communications services.
    - e. The coverage plans should indicate the available network bandwidth to support distribution automation and an indication of the number of devices, which would be supported without additional network equipment.
    - f. Each individual design must include sufficient information to understand the communications network installation requirements and locations as described above.
  4. In summary, the AMI Communications and Coverage Plan must include designs with sufficient detail about the required network devices and additional costs associated with third party locations and/or communications required.

## **G. Project Methodology and Approach**

1. Describe your standard project implementation methodology (no more than five pages), including its configuration management practices (for new and deployed systems). Include a high level schedule, with milestones and checkpoints, for the delivery of the AMI Solution.
2. Describe the standard methodology, and include a list of all project deliverables, including those services identified in Section 2.06. Include detailed information on Respondent's standard deployment methodology to ensure communications to all electric meters and distribution automation devices including the use of special tools and procedures.
3. Describe the suggested roles and responsibilities for the City's team members as well as a recommended structure for the team and the expected level of support these team members would need to provide. Any requirements or resources that the City needs to provide to achieve the schedule should be identified in this section, including estimates of time required from City personnel by level (e.g., executive, IT, functional groups).
4. Describe your proposed timeline and methodology for the implementation of the AMI Sandbox (no more than two pages). Describe your roles and responsibilities, the MDMS vendor's roles and responsibilities, and TPU's project team's roles and responsibilities for the delivery of the AMI Sandbox. Describe your support for this AMI Sandbox and suggest uses for the AMI Sandbox.

## **H. System Requirements**

1. Provide the software and hardware recommendations (no more than three pages) for the AMI HES, which will support the proposed AMI meters and network to meet the stated requirements described in Section 2.04.
  - a. Fully describe any third party software necessary but not supplied as part of the software license.
  - b. Fully describe all third party software included in the software license and any specific terms of use governing the included third party software. Identify options for delivering proposed solution as a service or hosted via cloud service providers.
2. For the purposes of sizing, Respondent should assume the following mix of meters and meter data and should describe the ability to support the electric and water meters for TPU:

160,000	15-Minute kWh Delivered, kWh Received, kVARh Lagging, Volts RMS and 3 Register Reads collected every 4 to 6 hours
20,000	5-Minute kWh Received, 5-Minute kWh Delivered, 5-Minute kVARh Leading, 5-Minute kVARh Lagging Intervals, 5-Minute Volts RMS (per Phase) intervals and 6 Register Reads collected every 4 to 6 hours
100,000	60-Minute Gallon Register Reads collected daily
10,000	15-Minute kWh consumption collected and delivered every 15 minutes
10,000	Volts Instantaneous intervals collected and delivered every 5 minutes

#### **I. Minimum Requirements Compliance**

1. Provide a brief description (no more than one page) demonstrating how your company and AMI solution meet the minimum requirements established by TPU (Section 2.05).

#### **J. AMI Solution Requirements Compliance**

1. Complete the Solution Requirements Compliance Matrix (Appendix A) in its entirety. The requirements are formatted for a simple and succinct response, and brief answers are encouraged. However, a response to each requirement and how the Respondent's solution meets this requirement is required and a simple "Comply" is not sufficient. In some cases, an additional reference document, as an attachment, will be requested to further demonstrate compliance.

**NOTE: Do not modify the Excel spreadsheet by adding or removing rows, columns or tabs. Do not insert attachments in any cell. The document must be returned in its native format (Excel) as part of the electronic submission.**

#### **K. Standard Hardware Warranty**

1. Provide the warranty agreement (a minimum six-year warranty on all equipment from the date of delivery is required) for the electric meters, communications equipment, and other hardware to be provided as part of this proposal. Include standard maintenance and support policies, including description of return processes, help desk support, escalation processes and standard problem categories and resolution times.
2. Provide the warranty agreement (a minimum of 20 years inclusive of battery) for the water meters and water communications modules to be provided as part of this proposal. Include standard maintenance and support policies, including description of return processes, help desk support, escalation processes and standard problem categories and resolution times.

## **L. Standard Software License and Software Maintenance Agreement**

1. Provide copies of standard software license and software maintenance agreements. Include any terms and conditions or other applicable contractual documentation appropriate to the Services. Include standard maintenance and support policies, including description of help desk support, escalation processes, and standard problem categories and resolution times.

## **M. Price / Value**

1. Complete the Price Proposal Form (Appendix A) in its entirety. The spreadsheet has specific instructions for submitting pricing information. Respondent should recommend, and provide pricing, for all of the software licenses, third party communications, field tools, equipment, hardware, and services that will meet the requirements of this RFP.
2. Costs for annual maintenance support fees for software, hardware/appliances, and/or SaaS will have an initial contract term of three years (any increases following the initial three-year term will be subject to a cap that will be negotiated by the City and the successful Respondent).
3. The City intends to negotiate a fixed price contract with the successful Respondent, for all services required under the Statement of Work. Progress payments may be made upon the completion of identifiable milestones associated with the project, in accordance with a payment milestone schedule to be negotiated by the parties and included in the final contract documents.
4. Respondent may submit proposed cost for outsourced or managed services in this same matrix if such services are offered as an option.

**NOTE: Do not modify the Excel spreadsheet by adding or removing rows, columns or tabs. Do not insert attachments in any cell. The document must be returned in its native format (Excel) as part of the electronic submission.**

## **N. References**

1. Provide at least three customer references (one-page per reference) for your electric and water AMI Solution, where reference utility has deployed the AMI Solution within the past three years. These references should demonstrate projects of similar or greater size and similar scope as TPU, with “in production” functionality as described in this RFP.
  - a. All references should be from utilities with 250,000 or more electric and/or water AMI meters using the proposed solution.
  - b. At least one reference should be from a municipal utility with both electric and water AMI meters.
  - c. At least one reference should have a highly varied geography of highly rural to more urban territory.

2. All references should include the following:
  - a. Contact information of individuals who can speak to the work completed on referenced projects:
    - i. Company name and description of primary business
    - ii. Website address, if applicable
    - iii. Contact person(s) and title
    - iv. Address
    - v. Phone number
    - vi. Email address
  - b. The version of AMI hardware and software deployed as compared to the version proposed to TPU.
  - c. The number of “in service” electric AMI meters.
  - d. The number of “in service” water AMI meters.
  - e. The number of “in service” Distribution Automation radios and devices.
  - f. The information systems (manufacturer and, if available, version of software) integrated to the AMI HES and the number of integrations in service.
  - g. The AMI functionality (e.g., Cycle Billing, Off Cycle Billing, Prepayment, Remote disconnect, Customer presentment, Revenue protection, Distribution automation, Conservation voltage reduction, etc.) which the reference utility is using.
  - h. The date of the first AMI meter installation and the last AMI meter installation.

**O. Small Business Enterprise (SBE) / Minority and Women’s Business Enterprises (MWBE)**

1. Indicate whether your firm is a certified City of Tacoma [Small Business Enterprise](#).
2. Indicate whether your firm will be partnering with, or subcontracting to, a certified City of Tacoma [Small Business Enterprise](#). If yes, provide the full legal name of the SBE.
3. Indicate whether your firm is a minority/woman owned firm certified with the [Washington State Office of Minority and Women’s Business Enterprises](#).
4. Indicate whether your firm will be partnering with, or subcontracting to, a minority/woman owned firm certified with the [Washington State Office of Minority and Women’s Business Enterprises](#). If yes, provide the full legal name of the MWBE.

**P. Credit Card Acceptance – EFT/ACH Acceptance**

1. Credit Card Acceptance
  - a. Provide a statement regarding your ability to meet the City’s credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See item 1.41 of the Standard Terms and Conditions. (Appendix C) This information is not a consideration in the evaluation.
2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance
  - a. Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). See item 1.41 of the Standard Terms and Conditions. (Appendix C) This information is not a consideration in the evaluation.

## **Q. Outsourced or Managed Services Proposal (Optional)**

1. At Respondent's option, provide a description of outsourced Software-as-a-Service (SaaS) and Remote Management services for the AMI Solution. This optional proposal should include a complete description of the services offered, the performance guarantees associated with these services and the roles and responsibilities of each party. The City is requesting a three- to five-year commitment to these outsourced services with a transition of the AMI Solution to the TPU data center and internal operations at the end of the term. Include a description of transition costs and services. Respondent will not be negatively impacted if their response does not include an Outsourced, or Managed, Services Proposal.

### **3.03 CONFIDENTIAL OR PROPRIETARY INFORMATION**

- A. Information that is confidential or proprietary must be clearly marked on each affected page.
- B. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See item 1.06 of the Standard Terms and Conditions. (Appendix C)
  1. Present the index of confidential information as indicated in the Submittal Check List.
- C. **Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.**

### **3.04 SUBMITTAL PACKAGE REQUIREMENTS**

- A. Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda.

### **3.05 EVALUATION CRITERIA**

- A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of, or request presentations/demonstrations by, selected Respondents before final selection is made.
- B. The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- C. The SAC may select one or more Respondents to provide the required services.
- D. The City may award to other than the highest ranked submittal or Respondent if the price submitted by Respondent is more than generally accepted industry standards or

the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.

- E. The City reserves the right inspect the facilities or project sites of selected Respondents where work under this Contract will be performed.
- F. Respondents may be asked to provide their most recent audited financial statements demonstrating the Respondent’s financial ability to meet the requirements of any Contract that may result from this RFP.
- G. An incomplete response or no response may result in a score of zero for that criterion.
- H. A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.
- I. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.
- J. Submittals will be evaluated on the following criteria:

	<b>Criteria</b>	<b>Weight</b>
<b>1</b>	<b>AMI Solution Requirements Compliance (3.02 I, 3.02 J)</b>	40
<b>2</b>	<b>Network Coverage Plans (3.02 F)</b>	15
<b>3</b>	<b>Qualifications/Experience of Firm and Project Team</b> and the means to assure the continuity of those individuals throughout the Contract term <b>(3.02 D, 3.02 E)</b>	10
<b>4</b>	<b>Project Methodology and Approach (3.02 G, 3.02 H)</b>	5
<b>5</b>	<b>Price / Value (3.02 M)</b>	25
<b>6</b>	<b>Small Business Enterprise (SBE) / Minority and Women’s Business Enterprise (MWBE) (3.02 O)</b> a) Respondent is a City of Tacoma certified SBE firm. b) Respondent is partnering with a qualified City of Tacoma certified SBE firm. c) Respondent is a certified state of <a href="#">Washington Minority and Women’s Business Enterprise</a> . d) Respondent is partnering with a certified state of <a href="#">Washington Minority and Women’s Business Enterprise</a> .	5

### **3.06 INTERVIEWS / ORAL PRESENTATIONS / DEMONSTRATIONS**

- A. An invitation to interview or present at a City facility may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.
- B. If held, it is anticipated that demonstrations would comprise an entire day. Instructions will be provided to selected Respondents at least one week prior to the scheduled demonstration.
- C. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.
- D. The City reserves all rights to begin contract negotiations without conducting interviews.
- E. Respondents must be available to demonstrate and present within five business days' notice.

### **3.07 AWARD**

- A. After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.
- B. Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

## APPENDIX A

Signature Page

Prime Contractor's Pre-Work Form

Price Proposal Form

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F\\_PriceProposalForm.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F_PriceProposalForm.xlsx)

Solution Requirements Compliance Matrix

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F\\_SolutionRequirementsComplianceMatrix.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F_SolutionRequirementsComplianceMatrix.xlsx)

**SIGNATURE PAGE**

**CITY OF TACOMA  
Tacoma Power / Utility Technology Services**

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

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

**REQUEST FOR PROPOSALS SPECIFICATION NO. PS18-0015F  
Advanced Metering Infrastructure Technology and Services**

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  
 Community & Economic Development  
 Office of Small Business Enterprise  
 747 Market Street, Room 900  
 Tacoma, WA 98402  
 253-591-5224 or 253-573-2435

## 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												
<b>TOTALS</b>												

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

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
<b>TOTALS</b>												

\_\_\_\_\_  
 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 subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian 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 253-591-5224 or 253-573-2435

<b>Price Proposal Form</b> <b>Request for Proposals PS18-0015F</b> <b>Advanced Metering Infrastructure Technology and Services</b>  <b>Respondent Name:</b> <span style="background-color: yellow; display: inline-block; width: 300px; height: 15px;"></span>
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<b>Table of Contents</b>
Click on any of the cells below to go to the designated matrix tab.
<a href="#">Sandbox</a>
<a href="#">Electric Meter Pricing</a>
<a href="#">Water Module Pricing</a>
<a href="#">Other Water</a>
<a href="#">Communication Network Pricing</a>
<a href="#">DA Equipment Pricing</a>
<a href="#">AMI HeadEnd Software Pricing</a>
<a href="#">Software and Tools Pricing</a>
<a href="#">Project Services and Support</a>
<a href="#">Managed Services Proposal</a>

**Note:** All fields should be populated in this pricing matrix.  
For text fields, only text should be entered, no numbers.  
For number fields, only numbers should be entered.  
All comments should be entered using the "Comments" option of Excel.

**Solution Requirements Compliance Matrix**  
Request for Proposals PS18-0015F  
Advanced Metering Infrastructure Technology and Services

Respondent Name:

**Table of Contents**

**NOTE: Spreadsheet must NOT be reformatted in any way. Failure to follow this instruction may result in incorrect scoring of the proposal.**

Click on any of the cells below to go to the designated matrix tab.
<a href="#">RFP Instructions</a>
<a href="#">Proposer Information</a>
<a href="#">Electric Meters</a>
<a href="#">Water Meters</a>
<a href="#">AMI Communications</a>
<a href="#">AMI Comms Security</a>
<a href="#">AMI Tools</a>
<a href="#">AMI HeadEnd System IT</a>
<a href="#">AMI HeadEnd System NMS and User Interface</a>
<a href="#">HAN</a>
<a href="#">Prepayment</a>
<a href="#">AMI Solution Use Cases</a>
<a href="#">Pricing Response</a>

## **APPENDIX B**

Sample Contract

Standard Certificate of Insurance and Endorsement Requirements

**PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT**, 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 (hereinafter referred to as the “CITY”), and Insert Name of Contractor, a Insert Business Entity Status, e.g., sole proprietorship, limited liability company, Washington state corporation, etc., (hereinafter referred to as “CONTRACTOR”);

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

**1. Scope of Services/Work**

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit(s) \_\_\_\_\_ attached hereto and incorporated herein.
- B. Changes To Scope of Work. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

**2. Term**

- A. All services shall be satisfactorily completed on or before \_\_\_\_\_, or as otherwise specified in Exhibit \_\_\_\_\_ and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

**3. Compensation and Payment**

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

**Check ONLY one:**

- On the basis of Time and Materials according to the rates and charges set forth in Exhibit \_\_\_\_\_.
- In accordance with Exhibit \_\_\_\_\_.
- At the rate of \$ \_\_\_\_\_ per hour.

- B.** The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ \_\_\_\_\_ without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C.** The CONTRACTOR shall submit monthly invoices in a format comparable to the invoice attached hereto and identified as Exhibit \_\_\_\_\_, for services completed and/or deliverables furnished during the previous month. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E.** The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G.** In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

**4. Independent Contractor Status**

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR'S status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.
- B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

**5. Professional Services Warranty**

- A.** The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables

as expressed in Exhibit(s) \_\_\_\_\_. Additional warranties, if any, for incidental product deliverables hereunder are set forth in Exhibit \_\_\_\_ <<or in Section 1.A.(2) above>>.

- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

**6. Contract Administration and Right to Audit**

- A. The Insert Dept/Division/Engineer/City Contact for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY's request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract or in satisfaction of CITY's public disclosure obligations as applicable.

**7. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

**8. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Name and Address	Name and Address
Phone	Phone
Facsimile	Facsimile
E-mail	E-mail

**9. Termination and Suspension**

- A. The CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

**10. Taxes, Licenses and Permits**

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

**11. Indemnification**

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury

results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

## 12. Insurance

During the course and performance of the services herein specified and for the entire term of the Contract, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by reference. CONTRACTOR shall not begin work under the Contract until the required insurance has been obtained and approved by CITY. Proof of insurance shall be provided by CONTRACTOR as is specified in the City of Tacoma Insurance Requirements.

## 13. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## 14. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

**15. City ownership of Work/Rights in Data and Publications:**

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a “work made for hire” for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR’S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract
- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

**16. Public Disclosure**

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the “Notices” provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

**17. Duty of Confidentiality**

- A. CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- B. Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- C. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- D. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Scope of Services shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- E. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- F. CONTRACTOR shall ensure that the text of this Section is included in each subcontractor's contract pertaining to the Scope of Services hereunder.

**18. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

**19. Miscellaneous Provisions**

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

**IN WITNESS WHEREOF** the parties hereto have accepted and executed this Contract as of the Effective Date first written above.

**CITY OF TACOMA**

**INSERT NAME OF CONTRACTOR**

\_\_\_\_\_  
Printed Name/Title Division Head or Representative

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name/Title of additional department/division representative, if applicable

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAP Contract No. \_\_\_\_\_

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

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Deputy City Attorney

Tax ID: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

**SCOPE OF WORK**

**EXHIBIT "B"**

**INVOICE**

**This form is intended to illustrate the information the City of Tacoma needs to process Contract payments. The City of Tacoma prefers that CONTRACTOR use its own standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing the information we are requesting will ensure prompt processing of your payments.**

**I HEREBY REQUEST PAYMENT FOR THE FOLLOWING ITEMIZED SERVICES AND/OR PRODUCT DELIVERABLES:**

Services (Describe):

Deliverables (Describe):

**AS PER CONTRACT No.:** \_\_\_\_\_ **AMOUNT DUE :** \_\_\_\_\_

**I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND JUST AND THAT PAYMENT FOR THE SERVICES AND/OR DELIVERABLES IDENTIFIED HAS NOT BEEN RECEIVED.**

**BY:** \_\_\_\_\_ **DATE SIGNED:** \_\_\_\_\_  
**SIGNATURE:**

**TITLE:** \_\_\_\_\_

**ORGANIZATION NAME:** \_\_\_\_\_

**FEDERAL TAX ID No. or SS No.:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:** (Name and Address of Contractor)

**I Attest and Certify that all Services and/or Deliverables identified in this Invoice have been performed and/or supplied.**

\_\_\_\_\_  
**Contract Administrator Signature**

City Dept/Division:

Contact Name:

Phone: 253-

Fax: 253-

**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.

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**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. Professional Liability Insurance (PLI)**

The Contractor and/or its subcontractor shall provide evidence of PLI covering professional errors and omissions. Such policy must provide minimum limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. If the scope of such design-related professional services includes work related to pollution conditions, the PLI policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

**F. 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.



**G. Cyber/Privacy and Security (CP&S) Insurance**

The Contractor shall maintain CP&S insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims from:

1. Failure to protect data, including unauthorized disclosure, use or access,
2. Security failure or privacy breach,
3. Failure to disclose such breaches as required by law, regulation, or contract,
4. Notifications, public relations, credit monitoring, postage, advertising, and other services to assist public relations, credit monitoring, postage, advertising, and other services to assist in managing and mitigating a cyber-incident,
5. Interruptions of business operations,
6. Network security failure,
7. Cyber-extortion,
8. Cyber-terrorism,
9. Communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark or service name in the policy holders covered material), and
10. Other cyber-liability and cyber-crime expenses.

**H. 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.

## **APPENDIX C**

Standard Terms and Conditions

[Small Business Enterprise \(SBE\) Program](#)

**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

**1.01 SUPPLIER / CONTRACTOR**

As used herein, "Supplier" or "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.

**1.02 SUBMITTAL**

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

**1.03 FORMS OF SUBMITTAL**

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

**1.04 COSTS TO PREPARE SUBMITTAL**

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

**1.05 LICENSES/PERMITS**

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

## 1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

## 1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
  - 1. Pollutant releases
  - 2. Toxicity of materials used
  - 3. Waste generation
  - 4. Greenhouse gas emissions, including transportation of materials and services
  - 5. Recycle content
  - 6. Energy consumption
  - 7. Depletion of natural resources
  - 8. Potential impact on human health and the environment

### **1.08 ALTERATIONS NOT ALLOWED**

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
  - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
  - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

### **1.10 WARRANTIES/GUARANTEE**

- A. Suppliers warrant that all items, including services, as applicable:
  - 1. Are merchantable.
  - 2. Comply with the City's latest drawings and specifications.
  - 3. Are fit for the City's intended use.
  - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
  - 5. Are new and unused unless otherwise stated.
  - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
  - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

### **1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION**

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

### **1.13 SUBMITTAL IS NON-COLLUSIVE**

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

### **1.14 PARTNERSHIPS**

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

### **1.15 WITHDRAWAL OF SUBMITTALS**

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

### **1.16 ACCEPTANCE OF SUBMITTALS**

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

### **1.17 RIGHT TO REJECT**

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

### **1.18 RESERVED RIGHTS**

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
  - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
  - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
  - 3. To issue addenda for any purpose including:
    - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
    - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
  - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
  - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

#### **1.19 SUBMITTAL CLARIFICATION**

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

#### **1.20 EVALUATION OF SUBMITTALS**

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
  - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
  - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
  - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
  - d. Time of delivery and/or completion of performance (delivery date(s) offered).
  - e. Warranty terms.
  - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
  - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
  - h. Sufficiency of financial resources.
  - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
  - j. Ability to provide future maintenance and service on a timely basis.
  - k. Location of nearest factory authorized warranty repair facility or parts dealership.
  - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Cash Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

**1.21 CONTRACT OBLIGATION**

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

**1.22 AWARD**

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

**1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT**

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

**1.24 LEGAL HOLIDAYS**

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

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

- B. 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.

**1.25 CONTRACT TERM**

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

**1.26 EXTENSION OF CONTRACT**

Contracts shall be subject to extension at City's sole discretion.

**1.27 TERMINATION AND SUSPENSION**

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

**1.28 DEFAULT/BREACH**

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract. **CHANGES**

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

**1.29 SCOPE OF SERVICES**

Supplier agrees to diligently and completely perform the services required by a Contract.

### 1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

### 1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
  - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
  - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

### 1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

### 1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- 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 Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- 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 Supplier 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 Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

### 1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

### 1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### 1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
  - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

**1.37 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

**1.38 TAXES**

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
  - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
  - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
  - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

**1.39 COMPENSATION**

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

**1.40 PAYMENT TERMS**

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. 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.

#### **1.41 PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE**

- A. Payment methods include:
  - 1. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
    - a. 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.
- B. The City's preferred method of payment is by Visa credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

#### **1.42 NOTICES**

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

#### **1.43 INDEPENDENT CONTRACTOR STATUS**

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

#### **1.44 NONDISCRIMINATION**

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because 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 handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

#### **1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

#### **1.46 REPORTS, RIGHT TO AUDIT, PERSONNEL**

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

#### **1.47 INSURANCE**

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

#### **1.48 INDEMNIFICATION – HOLD HARMLESS**

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

#### **1.49 CONFLICT OF INTEREST**

No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

#### **1.50 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other

proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.

- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.51 DUTY OF CONFIDENTIALITY**

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

#### **1.52 DISPUTE RESOLUTION**

In the event of a dispute pertaining to a Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate.

#### **1.53 GOVERNING LAW AND VENUE**

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

#### **1.54 ASSIGNMENT**

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

#### **1.55 WAIVER**

A waiver or failure by either party to enforce any provision of the contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of the Contract.

#### **1.56 SEVERABILITY AND SURVIVAL**

If any term, condition or provision herein or incorporated by reference is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

#### **1.57 NO CITY LIABILITY**

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

#### **1.58 SIGNATURES**

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

## 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 D - EXHIBITS

1. Electric Meter Form Type and Population (Excel)
2. Electric Meter Form Type and Location (Excel)
3. Electric Meter Standards (PDF)
4. Water Meter Type and Population (Excel)
5. Water Meter Locations (Excel)
6. Water Meter Standards Summary Table (Excel)
7. Water Meter Preferences (Excel)
8. Meter Location Codes and Abbreviations (PDF)
9. Not Used
10. Water Facilities List (Excel)
11. Poles - Distribution and Street Light - for RF attachment (Excel)
12. Pole Attachment, Antenna Attachment, and Clearance Standards (PDF)
13. Summary of TPU's Service Territory (PDF)
14. TPU Tariffs, Rate Schedules for Electric and Water (PDF)
15. Distribution Automation Equipment List (PDF)
16. Distribution Automation Equipment Locations (Excel)
17. Water Pit Lid Standard (PDF)
18. Water Meter Low Lead Requirement (PDF)

### **A non-disclosure agreement is required to receive the exhibits listed below:**

19. Communications Infrastructure and Including Click (PDF)
20. Substation Location, Boundaries (PDF)

### **Instructions to receive Exhibits 19 and 20:**

- I. Review the *Confidential and Non-Disclosure Agreement for RFP PS18-0015F* provided at the end of Appendix D.
  - a. Send an electronic copy of the signed document to [rkrienke@cityoftacoma.org](mailto:rkrienke@cityoftacoma.org) and mail the paper original to:  
  
Richelle Krienke  
Procurement & Payables Division, ABN-4  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409
  - b. Include the name and email address of the person to whom Exhibits 19 and 20 should be sent.
  - c. Direct NDA questions to Ms. Krienke at the email above (I.a.)
- II. Upon receipt of the completed agreement, Exhibits 19 and 20 will be sent to the email address provided in I.b. If an email address is not provided, the exhibits will be sent as a reply to the address supplying the signed NDA.

Exhibit 1 – Electric Meter Form Type and Population (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 1-  
ElectricMeterFormTypeandPopulation.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%201-ElectricMeterFormTypeandPopulation.xlsx)

Exhibit 2 – Electric Meter Form Type and Location (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 2-  
ElectricMeterFormTypeandLocation.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%20ElectricMeterFormTypeandLocation.xlsx)

Exhibit 3 – Electric Meter Standards (PDF)

**Calibration  
of  
WattHour Meters**

**W-MR-8000**

**Scope**

The following standard shall apply when calibrations are performed on wathour meters in the Tacoma Power Electrical system

**Wathour  
Meter  
Tolerances**

**(Allowable Calibration Error)**  
On the final calibration of the meter, or “as left” test, the following tolerances shall apply.

Type of Metering	Unity power factor		0.5 PF lagging full load +> %	Element Balance +> %
	Light load +> %	Full load +> %		
<b>Residential</b>	0.3	0.3	-----	-----
<b>Self Contained</b> <sup>1</sup>	0.3	0.3	0.5	0.3
<b>Current Transformed</b> <sup>2</sup>	0.2	0.2	0.5	0.3
<b>Primary Metered (PT &amp; CT)</b> <sup>3</sup>	0.1	0.1	0.5	0.3
<b>Kw Demand</b>	Within accuracy range of meter, based on a 3 to 5 minute rolling interval, within a one half hour demand period			

\* Varhour when applicable

**Notes**

1. Small commercial & power loads
2. Medium commercial & power loads
3. Reference is to field standard, corrected to true watts
4. The register class selection must match customer loads per paragraph 7.22, ANSI Standard C-12- 1975



## Material Specification PT14-0472F Single Phase and Two Phase to Neutral Revenue Meters

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### **OPERATING VOLTAGE RANGE**

Operating voltage range shall be from 80% (or lower) to 115% (or higher) of nominal voltage.

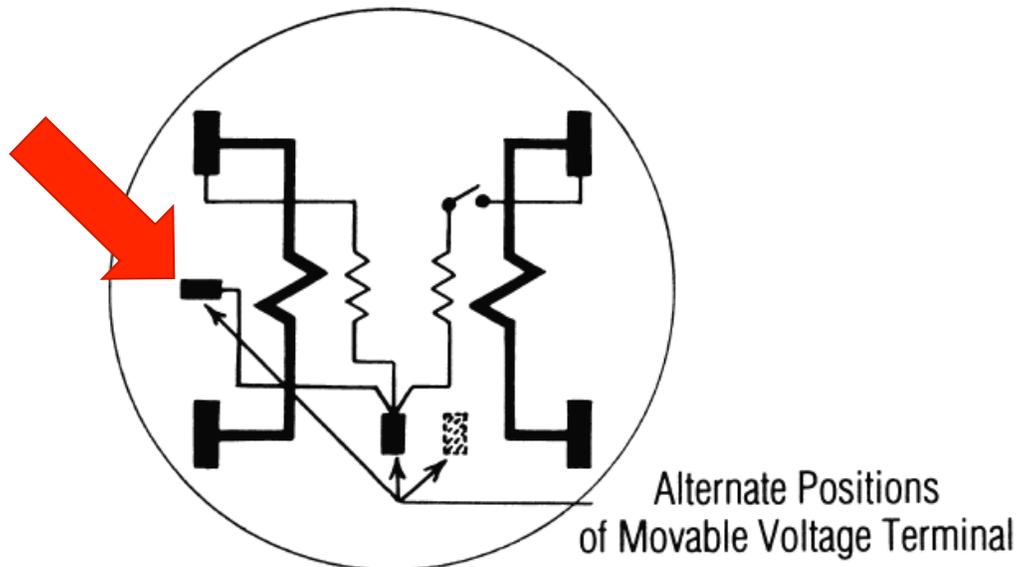
### **OPERATING FREQUENCY RANGE**

Operating frequency range shall be from 57 Hz (or lower) to 63 Hz (or higher).

**ALTERNATE POSITION OF MOVABLE VOLTAGE TERMINAL**

The Alternate Position of the Movable Voltage Terminal for Form 12S meters shall be the 9 o'clock position as shown in the figure below.

**Internal Connections of Type “S” Meters**  
**Front Views**



Form 12S  
Two Stator Self-Contained  
Three-Wire Network

**OTHER TECHNICAL REQUIREMENTS**

**TRANSIENT/SURGE SUPPRESSION**

All meters shall meet ANSI C37.90.1-1989 and ANSI C62.45-1992 or better for transient/surge suppression.

**TEMPERATURE RISE**

All meters shall meet ANSI C12.1 section 4.7.2.9 or better for temperature rise.

**OPERATING ENVIRONMENT**

All meters shall be suitable for operation in environments with temperature between -40° and +85°C and in environments with humidity between 0% and 95% (non-condensing).

**BAR CODE FORMAT**

The bar code format shall be as follows:

DIGIT NUMBER	DESCRIPTION
1-2	AEP Code
3	Manufacturer ID
4-12	Factory Serial Number
13-18	City Number
19 and 20	Left Blank

Digits 1 and 2 AEP test setup look-up code.

Digit 3 indicates manufacturer name.

Digits 4 to 12 are manufacturer's serial number for the device.  
(Pad with leading zeros if less than 9 digits are supplied.)

Digits 13 to 18 are Tacoma Power meter identifier (City number).  
(Pad with leading zeros if less than 6 digits are supplied.)

Digits 19 and 20 are left blank.

**SOLID STATE METER TEST AND ACCURACY REQUIREMENTS**

**IR TEST PULSE**

The meter IR test pulse must be accessible through the meter cover.

**ELECTRONIC CATERPILLAR**

The meter's display is required to have a moving caterpillar that represents equivalent disc revolutions.

**ACCURACY**

Meters with accuracy specifications citing either ANSI C12.20 0.5 or 0.2 percent accuracy class may be submitted. However, after award of the contract, all meters shipped to Tacoma Power must be accurate to within 0.3% at full load, 60% power factor, and light load.

**RECORD INFORMATION**

The record information shall be supplied to the City (submitted by email) before the final invoice can be processed. Format of the file and specific email addresses will be provided subsequent to award of contract.

**SOLID STATE METER BACKPLATE REQUIREMENTS**

The back plate is required to withstand a one thousand (1000) hour test at one hundred and thirty five degree (135°) C without melting or deforming the back plate structure.

**FORM 2S SINGLE-PHASE AND FORM 12S TWO PHASE TO NEUTRAL SOLID STATE METER REQUIREMENTS (ITEM 1 AND 2)**

The following are the requirements for the Form 2S single-phase and Form 12S two-phase to neutral solid state electric meters listed in this specification:

**ENERGY METRICS/DATA REQUIREMENTS**

Meters must be capable of measuring delivered, received, net, and unidirectional energy. Measurement of unidirectional energy is intended for added security against tampering.

**ELECTRONIC REGISTER DISPLAY AND ERROR CODE REQUIREMENTS**

**REGISTER RESET**

Meters shall include a provision to allow the utility to reset the register to zero.

**DISPLAY/ERROR CODE EXAMPLES**

The register must have the ability to display delivered energy, received energy, net energy, or unidirectional energy. The register must also have the ability to display error codes and be programmed as required or needed.

**REGISTER DISPLAY DIGITS**

The energy displays must be at least five digits. Digit height shall be at least 0.4 inches.

**SEVEN SEGMENT DISPLAY TEST ON STARTUP**

The seven segment display test when initially powering up the meter must not last longer than five seconds. If the time duration is programmable, the registers must come from the factory pre-programmed for the seven segment display test on startup to last no longer than five seconds.

**DISPLAY SCROLL RATE**

The scrolling display must come from the factory preprogrammed for the seven segment display check to last two seconds and for the register read to last two seconds.

**LABELING/BAR CODING REQUIREMENTS**

**CUSTOM LABEL**

Manufacturer is required to provide a custom label per Tacoma Power requirements. The labeling must display the Tacoma Power logo, Tacoma Power selected meter numbers, and proper AEP barcoding as reflected in 4.03.3B – Bar Code Format. Meter serial number height shall be no less than 3/16 inches.



## Material Specification PT14-0472F Single Phase and Two Phase to Neutral Revenue Meters

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### **TECHNICAL PROVISIONS**

#### **SERVICE**

The Form 2S single-phase and Form 12S two phase to neutral solid state electric meters described in this specification are intended for billing purposes, on 120/240 V single-phase installations and 120/208 V two-phase to neutral installations, respectively. All installations will require a 200 A meter class designation.

#### **GENERAL DESCRIPTION**

- |        |   |
|--------|---|
| ITEM 1 | Form 2S Single-Phase Solid State Electric Meters          |
| ITEM 2 | Form 12S Two-Phase to Neutral Solid State Electric Meters |

The electric meters to be furnished under these specifications shall be factory assembled and tested, shall not be reconditioned, and shall be provided without test links. Any configuration software must be included. All electric meters shall comply with the applicable portions of the latest ANSI, IEEE, and NEMA standards.



## Material Specification PT14-0472F Single Phase and Two Phase to Neutral Revenue Meters

### **INVOICES & PAYMENT**

Invoices and Payment will be addressed as detailed below.

#### **INVOICES**

Invoices shall be mailed to:  
(Per Section 2.05)

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

#### **PAYMENT**

Upon certification by the Engineer and/or appropriate warehouse personnel that the items have been received in accordance with the Specifications and are in satisfactory condition, a 100 percent payment will be made. Payment methods include:

Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.

Vendors must be PCI-DSS compliant (secure credit card data management).

Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.

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

Check or other cash equivalent.

The City may consider cash discounts when evaluating submittals. See 1.06 B. of the Standard Terms and Conditions Section 1 – Solicitation.

#### **UNSATISFACTORY PERFORMANCE**

In the case of unsatisfactory performance, the payment shall be made after the Supplier has made the necessary repairs and/or modifications and satisfactory performance is obtained, or the unit is replaced.

### **FACTORY INSPECTION**

The Engineer/Contract manager shall be permitted to have an authorized representative present to witness the manufacture of Items and/or perform a “quality audit” of the facility.

#### **QUALITY ASSURANCE AUDITS**

The City or its representative may audit the quality assurance program at any time prior to and during the contract period or its extensions.

#### **QUALITY ASSURANCE DOCUMENTATION**

The manufacturer shall provide, when requested, access to and copies of quality assurance documents such as material certificates, inspection and test results obtained in the course of quality assurance, control charts, and other quality documents compiled during the work.

#### **FACTORY ASSISTANCE DURING INSPECTION**

The manufacturer shall have engineering, manufacturing, quality control, and operational factory personnel available who speak technical and conversational English without the need of an interpreter.

### **WARRANTY**

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 commencement of use, however, said warranty period shall not extend beyond eighteen months after date of receipt by the City.

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

#### **WARRANTY PERIOD EXTENSION**

The Contract warranty 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 Supplier and accepted by the City. In addition, in the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty 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.

#### **WARRANTY WORK**

The City has determined that the repair of material/equipment, under warranty, can best be done at the manufacturer's facility that makes this style or similar material/equipment, or at a mutually agreeable local repair facility. All material/equipment requiring warranty work will be returned to the Supplier at the Supplier's and/or manufacturer's expense, or the manufacturer may replace the defective material/equipment(s) with new units.

#### **RETURN TIME FRAME**

All warranty repair work on returned material/equipment shall be accomplished within the specified lead-time for delivery listed in the Supplier's bid submittal. Warranty repair time will be calculated from the time the material/equipment defect or failure is reported to the Supplier.



## Material Specification PT14-0472F Single Phase and Two Phase to Neutral Revenue Meters

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### DELIVERY LOCATION

Deliver completed items F.O.B. Destination as directed by the purchase order to:

Tacoma Power Warehouse  
3628 South 35<sup>th</sup> Street  
Tacoma, Washington 98409

### INSPECTION & WARRANTY

All goods are subject to final inspection and acceptance by the Tacoma Power engineer and the appropriate shop foreman.

### FAILURE OF INSPECTION

Material failing to meet the requirements of this contract will be held at Supplier's risk and may be returned to Supplier. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping, or other like expenses are the responsibility of the Supplier.

Charges for dismantling and reinstallation of materials furnished pursuant to this Contract will be the responsibility of the Supplier only when a change out or replacement is required because of a suspected or known design defect or large scale failure of manufacturer's quality control system.



## Material Specification PT14-0472F Single Phase and Two Phase to Neutral Revenue Meters

### **PACKING AND SHIPPING**

The Supplier shall be responsible for industry standard packing that conforms to the requirements of the carrier's tariffs and the ICC regulations.

#### **LABELING**

The material/equipment must be clearly marked as to lot number, destination, address, and purchase order number.

#### **SHIPPING REQUIREMENTS**

##### **REQUIREMENTS**

All material delivered shall be attached to pallets. Pallet stacking shall be such that the boxes containing the meter shall not be crushed or otherwise damaged.

##### **PALLET DESCRIPTION**

Pallets shall be designed for movement by pallet jack or forklift. The pallet shall be liftable from all four sides.

##### **ATTACHMENT TO PALLETS**

Each unit shall be bolted, banded, or securely attached to the pallet. Plastic wrap of adequate size and strength shall be acceptable.

##### **SUBCONTRACTOR (SHIPPING COMPANY)**

Tacoma Power reserves the right to request and require a change in shipping company utilized by the Supplier based upon history of damaged goods delivered to Tacoma Power and/or evidence of unsafe work practices by the shipping company.

#### **SHIPPING NOTICES**

Shipping notices are required and shall be received by the City at least 24 hours prior to delivery.

Shipping notices shall be mailed to:	Tacoma Power Warehouse P.O. Box 11007 Tacoma, Washington 98411 Attention: Tacoma Power Warehouse Supervisor
Phone Number	(253) 502-8760
Fax Number	(253) 502-8761
Email Address	jrenken@cityoftacoma.org

##### **DELIVERY NOTIFICATION**

The shipper shall notify the Tacoma Power Warehouse, at the above telephone number, to obtain final delivery information a minimum of **24** hours prior to delivery.

### **DELIVERY**

#### **DELIVERY TIME**

The completed items shall be delivered F.O.B. Destination between 9:00 a.m. and 3:30 p.m. Monday through Friday excluding City observed holidays (refer to Section 1.14 and 2.04 B).

Exhibit 4 – Water Meter Type and Population (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 4-  
WaterMeterTypeandPopulation.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%204-WaterMeterTypeandPopulation.xlsx)

Exhibit 5 – Water Meter Locations (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 5-  
WaterMeterLocations.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%205-WaterMeterLocations.xlsx)

Exhibit 6 – Water Meter Standards Summary Table (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 6-  
WaterMeterStandardsSummaryTable.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%206-WaterMeterStandardsSummaryTable.xlsx)

Exhibit 7 – Water Meter Preferences (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 7-  
WaterMeterPreference-Rev2.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%207-WaterMeterPreference-Rev2.xlsx)

Exhibit 8 – Meter Location Codes and Abbreviations (PDF)

# LOCATION CODES

## CODE EXPLANATION

A	Front	IN	In or inside	SX	South back
AL	Alley	KN	Knock	TA	Tap
BG	Building	L	Line	TF	Transformer
BK	Black/brick	LE	Left	TL	Trailer
BL	Blue	LL	Left line	TN	Tan
BR	Brown	LR	Laundry room	TR	Tree
BS	Basement	MB	Mailbox	UD	Under
BU	Bush	MI	Middle	V	Via
BX	Box	MM	Middle meter	VL	Vault
CA	Cross alley	N	North	W	West
CB	Cabinet	NA	North front	WA	Wall/west fr.
CI	Chimney	NE	Northeast	WD	Window
CO	Corner	NL	North line	WI	White
CP	Carport	NM	North meter	WK	Walk
CS	Cross street	NW	Northwest	WL	West line
CU	Curb	NX	North back	WM	West meter
DB	Dog bad	OF	Over fence	WX	West back
DG	Dog	OP	Opposite	X	Back
DO	Door	OT	Out/outside	XP	Back porch
DR	Drive	PC	Porch	XX	Sets way back
E	East	PL	Property line	YD	Yard
EA	East front	PO	Pole	YE	Yellow
EL	East line	RD	Road/street	02	
EM	East meter	RE	Red	04	
EX	East back	RI	Right	06	
FE	Fence	RL	Right line	08	
GA	Garage	S	South	10	
GN	Green	SA	Same/south front	12	
GO	Go	SE	Southeast	14	
GR	Gray	SL	South line	16	
GT	Gate	SM	Small/s. meter	18	
HS	House	ST	Steps	20	
HY	Hydrant	SW	Southwest	ZZ	DELETE

## NOTES / ABBREVIATIONS

AP	Apartment	IL	In line of	PU	Pump
BB	Beauty bark	KI	Kitchen	PW	Park & walk
BE	Between	LA	Lavatory	RM	Room
BN	Bank	LG	Large	RR	Railroad
BO	Bottom	LM	Light meter	RS	Right side
CH	Church	LO	Look	SD	Side
CL	Closet	LP	Line of porch	SH	Shop
CT	Center	LS	Left side	SK	Shack/shed
DN	Down	M	Meter	SN	Sign
EW	End walk	MC	Move car	SR	Sewer
FC	From car	MG	Manager	TB	Telephone box
FI	Face in	MR	Meter room	TK	Tracks
FL	Floor	OC	Office	TP	Top
GV	Gravel	OR	Orange	TW	Through window
HA	Hall	OV	Over	UC	Use car
HI	High	PH	Peek hole	UP	Up
HW	Highway	PK	Park/pink	WH	Warehouse

Exhibit 9 – Not used

Exhibit 10 – Water Facilities List (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F Exhibit 10-WaterFacilitiesList-V1.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F%20Exhibit%2010-WaterFacilitiesList-V1.xlsx)

Exhibit 11 – Poles - Distribution and Street Light - for RF attachment (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F\\_Exhibit\\_11-Poles-DistributionandStreetLight-forRFattachment.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F_Exhibit_11-Poles-DistributionandStreetLight-forRFattachment.xlsx)

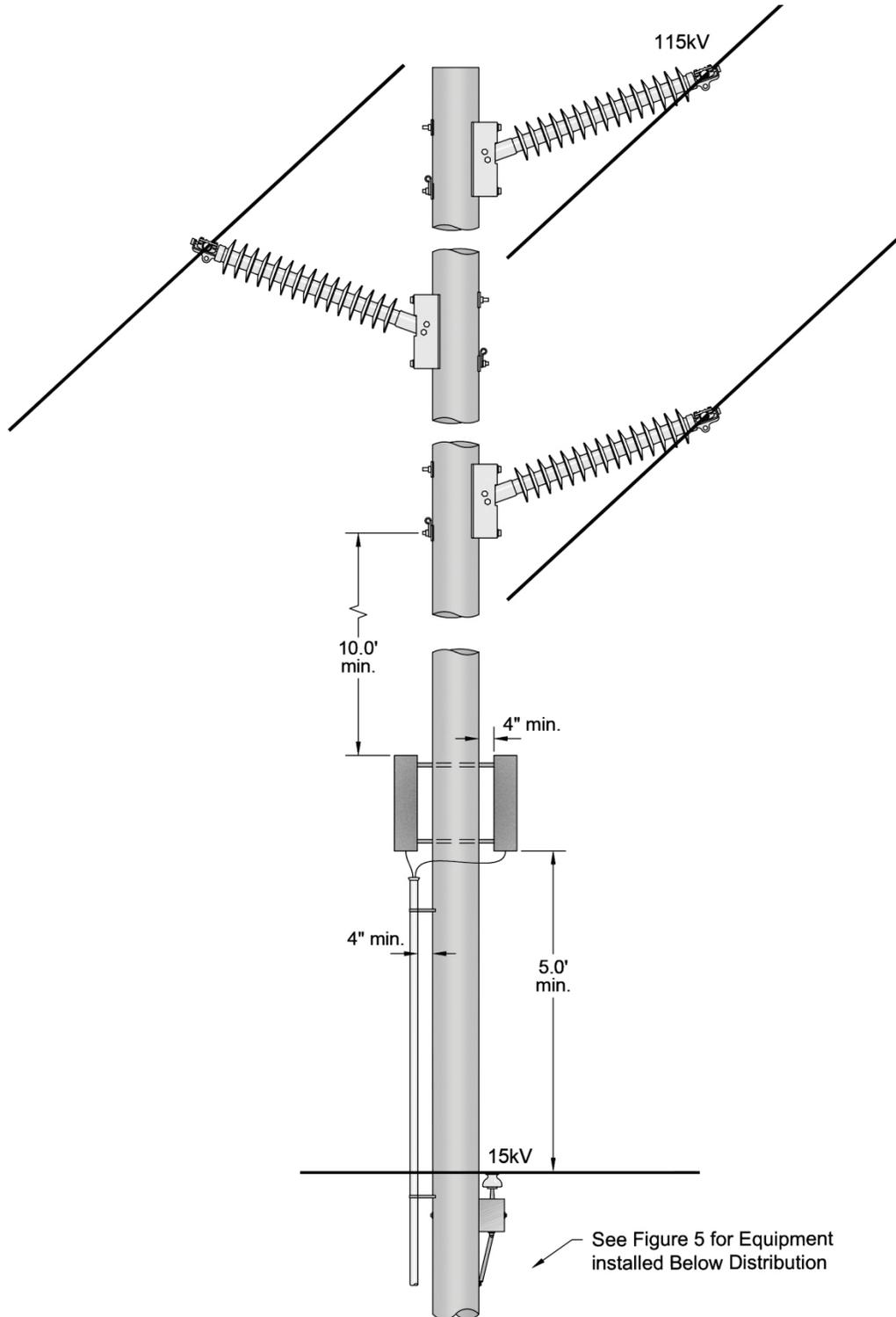
Exhibit 12 – Pole Attachment, Antenna Attachment, and Clearance Standards (PDF)

## Customer Requirements RF Antenna Installations

**C-OH-2000**

### Clearances *(continued)*

**Figure 7** Clearance Requirements for RF Antenna Equipment Below the Transmission Conductors

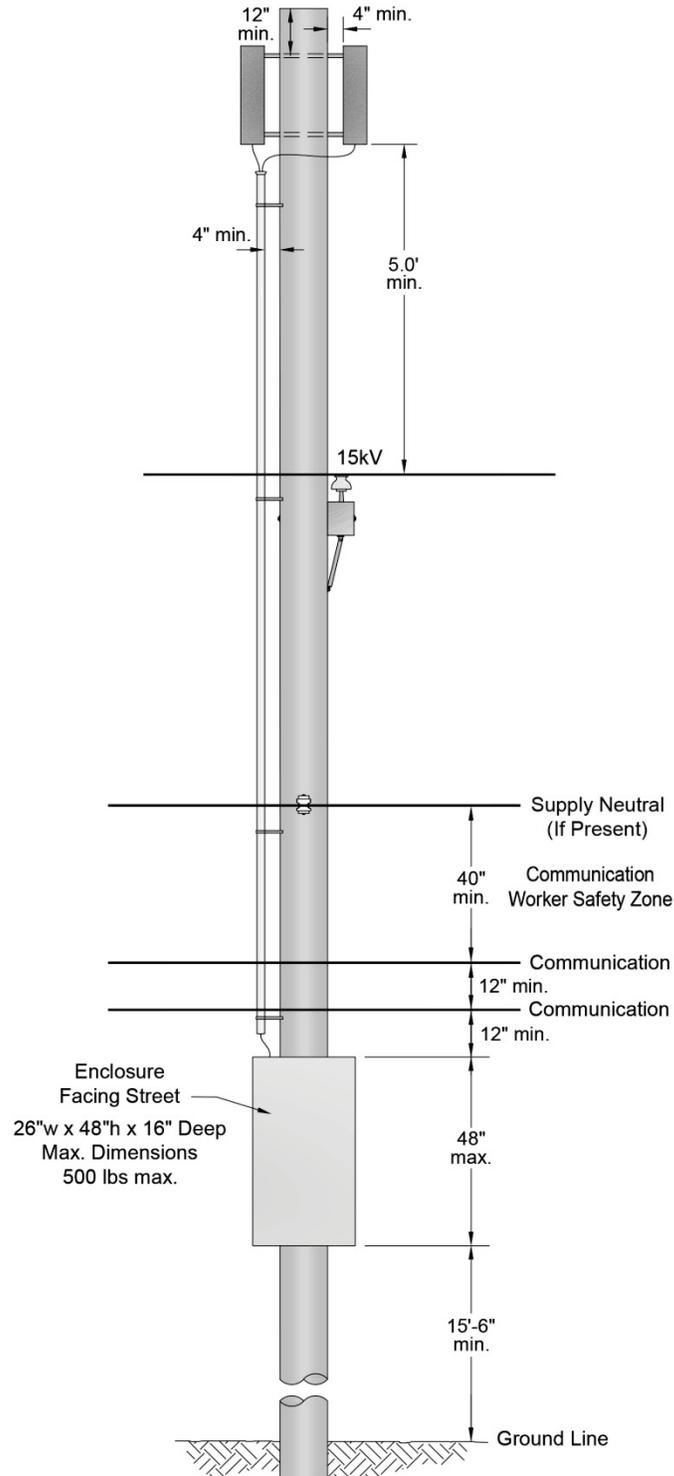


## Customer Requirements RF Antenna Installations

**C-OH-2000**

### Clearances (continued)

**Figure 6** Clearance Requirements for RF Antenna Equipment Above the Distribution Conductors

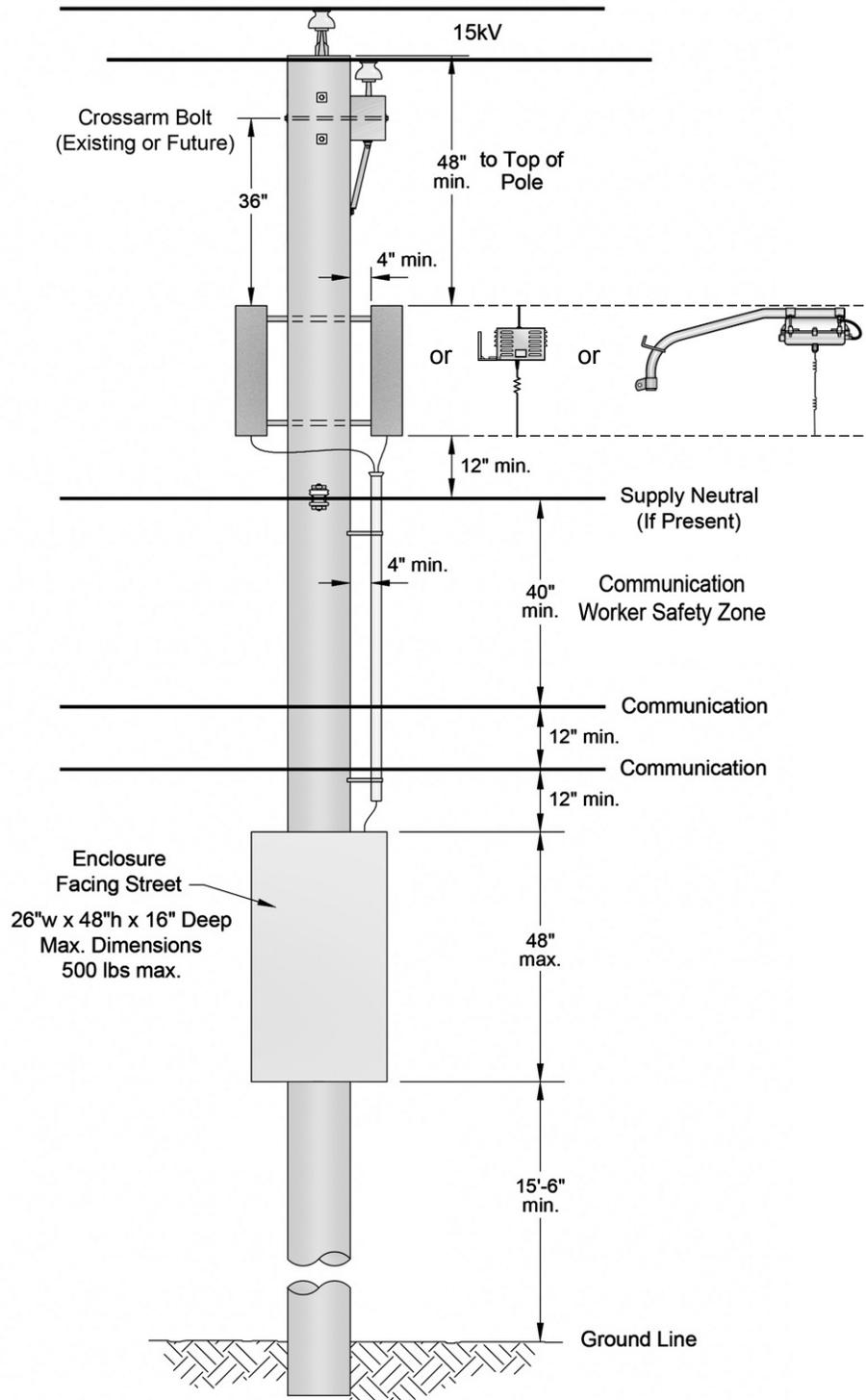


## Customer Requirements RF Antenna Installations

**C-OH-2000**

### Clearances *(continued)*

**Figure 5** Clearance Requirements for RF Antenna Equipment Below the Distribution Conductors



## Customer Requirements RF Antenna Installations

**C-OH-2000**

---

### Clearances

#### Antenna Equipment in Communication Space (see Figures 5 and 6)

- Spacing between the Pole and any antenna equipment shall be 4 in. min.
- Any part of the antenna equipment and/or associated mounting brackets shall be 40 in. min. below the supply space.
- Any part of the antenna equipment and/or associated mounting brackets shall be 12 in. min. below the lowest existing communications messenger and/or cable .

---

#### Antenna Equipment in Supply Space (see Figures 5, 6 and 7)

- Spacing between the Pole and any antenna equipment shall be 4 in. min.
- Below the distribution conductors:
  - The highest portion of the antenna shall be 48 in. min. below the top of the Pole.
  - The lowest portion of the antenna shall be 12 in. min. above the supply neutral, if present.
  - If the supply neutral is not present, the lowest portion of the antenna shall be 40 in. min. above the highest communications messenger and/or cable.
- Above the distribution conductors:
  - The lowest portion of the antenna shall be 5.0 ft. above the distribution conductor.
  - The highest portion of the antenna shall be 10.0 ft. below the lowest mounting bolt of the transmission insulators.

---

#### Secondary Only Poles

- The lowest portion of the antenna shall be 12 in. min. above the secondary conductor.
- Pole top extensions are allowed on a case by case basis, depending on the following:
  - The extension must not extend more than 48 in. and be designed specifically for that purpose.
  - The Pole must be structurally sound and of adequate strength to support the additional load.

---

#### Conduit Riser Clearances

- Spacing between the Pole and any conduit riser shall be a minimum of 4 in.
  - Any part of a conduit riser assembly shall maintain the following minimum clearances in any direction from conductors in the supply space:
    - Supply Neutral = 3 in.
    - Distribution Conductors = 6 in.
-

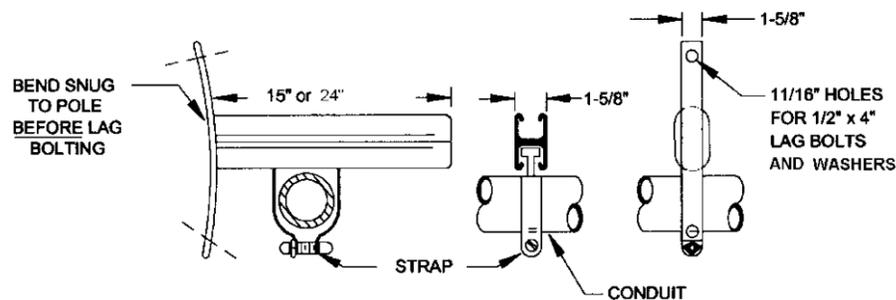
## Attachment Requirements *(continued)*

### Standoff Brackets (see Figure 4)

Standoff brackets for risers and other equipment shall be:

- hot dip galvanized with 1-5/8 in. C channel, 15 to 24 in. length.
- 2-piece steel galvanized binding member clamps suited to conduit size and type. Wire clamps are not acceptable.
- Fit closely to Pole shape by bending straps before lag-bolting and firmly lag-bolt to Pole.

**Figure 4** Standoff Bracket Requirements



## Bonding and Grounding

- A separate grounding electrode system for the antenna equipment installation shall be installed as follows:
  - Two (2) 5/8 in. x 8 ft. min. copper-clad ground rods shall be driven at least 6 in. below surface of final grade at a minimum of 6 ft. apart.
  - The ground rod nearest the Pole shall be a minimum of 4 ft. from base of Pole.
  - The ground rods shall be bonded to the existing Pole ground with minimum #4 AWG copper.
- All metallic antenna equipment shall be bonded to the existing Pole ground with minimum #4 AWG copper.
- All connections shall be non-reversible, compression type.
- Any bonding or grounding conductor installed on the Pole below 8 ft. from grade shall be minimum #4 AWG **copper-clad** conductor and shall meet the following requirements:
  - Staped to the Pole with min. 1-7/8 in. long, galvanized Pole ground wire staples every 3 to 6 in.
  - Covered with 1/2 in. wire molding and stapled again every 3 to 6 in.

**Customer Requirements**  
**RF Antenna Installations**

**C-OH-2000**

**Attachment Requirements** *(continued)*

**Conduit Risers**

Riser conduit for RF antenna installations shall meet the following requirements:

Purpose	Type	Minimum Size (in.)	Maximum Size (in.)	Max. Total Qty. on Pole
120/240 V power supply conductors	Sch. 40 PVC, gray	2.5	2.5	6
First 10' of riser for the 120/240 V power supply conductors if fed from UG service	Sch. 80 PVC, gray	2.5	2.5	
Antenna equipment cables	Sch. 40 PVC, gray	1-1/4	6	

- Risers shall be installed on standoff brackets (see “Standoff Brackets” and Figure 4). Standoff brackets shall be:
  - no lower than 8 ft. from the ground or other accessible surface (including the top of the meter enclosure).
  - mounted within 6 in. of the top end of any stick of conduit.
  - evenly spaced along the Pole and no more than 10 ft. apart.
- If standoff brackets are already installed on the Pole, the new riser(s) shall be attached to these standoffs.
- Risers shall be located on the field side of the Pole and the Pole quadrant most protected from traffic.
- If more than one conduit will be on the same side of the bracket, the higher voltage will be closest to the Pole.
- The entire length of conduit riser should parallel the structure or Pole, regardless of taper of the Pole.
- The antenna owning company shall install riser conduit extended up to the Communication Worker Safety Zone. (Tacoma Power will extend the conduits through the communication worker safety zone and supply space as required)

## Customer Requirements RF Antenna Installations

**C-OH-2000**

### Attachment Requirements *(continued)*

#### Labeling

Antenna equipment shall be clearly labeled (as directed by Tacoma Power Construction Inspector) as follows:

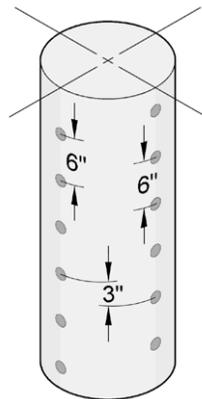
- Labels shall be a reflective, weather and UV resistant sign or decal.
- Labels shall follow all Occupational Safety and Health Administration (OSHA) and FCC Guidelines on labeling of wireless equipment.
- Labels shall also have the following information:
  - Name of owner.
  - Reference, site or equipment ID number.
  - 24 hr. phone number to responsible person that will respond to emergencies in a timely manner.
  - Minimum Approach Distance (MAD) limit clearly identified. This limit shall be calculated in the location of maximum RF strength, with the antenna operating at its maximum output and 100 percent duty cycle.

#### Pole Hole Drilling (see Figure 3)

- Holes drilled on the same side of Pole shall be no closer than 6 in.
- Holes that are perpendicular shall be no closer than 3 in.
- Hole Treatment:
  - For Douglas Fir Poles: Treat holes with Tacoma Power's current approved preservative.
  - For Cedar Poles: No treatment required.
- Any bolt holes for antenna equipment shall be 1 ft. min. from top of Pole.

**Figure 3**

Pole Drilling



## Customer Requirements RF Antenna Installations

**C-OH-2000**

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### Attachment Requirements *(continued)*

#### Disconnect

- All antenna equipment must be equipped with a quick means of electrical service disconnect, to turn off all RF energy. Installation of the service disconnect shall meet applicable safety regulations including, but not limited to, elimination of RF exposure to Tacoma Power employees in accordance with WAC 296-62-09005. Installation shall be completed as directed by Tacoma Power and at the sole cost of the antenna owning company.
  - This disconnect will also prevent any backup energization of the antenna.
- Tacoma Power reserves the right to disconnect power to installations when determined necessary in its sole discretion, and without prior notice, based on the paramount operational needs and requirements of Tacoma Power's electric utility system.

---

#### Backup Energization

- Any backup energization shall be designed and constructed so that it cannot back-feed into the Tacoma Power system.

---

#### Ground Mounted Equipment

- Antenna equipment may be installed on the Pole if it does not exceed the following requirements (antenna equipment shall be installed on the ground if it exceeds the following requirements) or as otherwise necessary to comply with applicable safety requirements including, but not limited to, WAC 296-62-09005:
  - 26 in. wide x 48 in. high x 16 in. deep
  - 500 lbs
- Ground mounted equipment shall be:
  - located on the road or field side of the Pole or grouped with any existing handholes/pedestals.
  - a minimum 4 ft (6 ft to 10 ft preferred) from base of Pole.
- Do not install ground mounted equipment or underground conduit in the Pole line where it would conflict with the future replacement of the Pole.
- When the equipment must be placed in line with the Pole, it should be located on the transformer, distribution crossarm, or other power equipment side of the Pole.



## Customer Requirements RF Antenna Installations

**C-OH-2000**

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### Attachment Requirements *(continued)*

#### **Pole Selection Criteria**

- Antenna equipment shall be mounted on clean tangent Poles when possible.
- Antenna equipment shall not be installed above any transmission conductors.
- Antenna equipment shall not be installed above any distribution conductors where that installation will be under any transmission conductors not attached to the Pole.
- RF emitting antennas shall not be installed in or below the communication space.
- Antenna equipment shall not be mounted on 4 way or 3 way corner Poles (buck leads) or Poles with:
  - primary switches.
  - primary cable terminations.
  - transformers.
  - capacitors.
  - sectionalizers.
  - regulators.
  - primary metering.
  - locations where adequate clearance is not available.
- Installations are approved on a Pole-by-Pole basis and Tacoma Power reserves the right to approve or deny attachment to any Pole in its sole discretion based on the paramount operational needs and requirements of Tacoma Power's electric utility system.

---

#### **Poles shall be Climbable**

- Unless otherwise specifically designated by Tacoma Power, all antenna equipment shall be mounted on the Pole so that the Pole is climbable to the requirements of the NESC.

---

#### **Materials Provided by Antenna Owner**

- Materials shall meet or exceed Tacoma Power material standards where Tacoma Power specifications exist.

---

#### **Antenna Location on Pole**

- Antenna equipment can be installed in the supply space:
  - between the supply neutral and the distribution conductors.
  - above the distribution conductors where there are no transmission conductors above that are not attached to the Pole.
  - below the transmission conductors.
- Only one antenna installation per Pole.



## Customer Requirements RF Antenna Installations

C-OH-2000

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### Attachment Requirements

#### Agreements, Permits and Codes

- Prior to attaching equipment to Poles owned by Tacoma Power, a Pole attachment agreement must be signed by all parties involved and the related Pole attachment permit approved. Please contact Tacoma Power *Business and Financial Mgmt Dept* at [pwrjointutilities@cityoftacoma.org](mailto:pwrjointutilities@cityoftacoma.org).
- All attachments must meet the requirements for clearance and strength as specified by standard C-OH-9000 "Customer Requirements, Clearance Requirements for Overhead Joint Utility Construction" and the NESC, along with statutory, code, and other regulatory requirements established by the State of Washington, Pierce County, and local governments including the City of Tacoma.
- Attachments within the city limits of Tacoma must comply with the requirements of City of Tacoma Municipal Code, Title 16 and City of Tacoma franchise agreement.

---

#### Complaints

- It shall be the responsibility of the antenna owning company to resolve any and all complaints resulting from the installation of the antenna equipment. The owning company shall provide Tacoma Power a phone number to receive and resolve the complaints.

---

#### Outage Notification

- Tacoma Power will make reasonable effort to notify the antenna owning company of outages 24 hours in advance when possible, but reserves the right to disconnect power without notice when necessary in cases of emergency and/or based on the paramount operational needs and requirements of Tacoma Power's electric utility system as determined by Tacoma Power in its sole discretion.

---

#### Who will Install and Maintain the Antenna Equipment

- Tacoma Power will install and maintain the antenna equipment and service **located in the supply space**. Fees for this work are established in the Tacoma Power Pole attachment agreement.
- In some cases, Tacoma Power may require the antenna owning company to hire an approved electrical contractor with qualified electrical employees as defined in Chapter 296-45 of the Washington Administrative Code (WAC) to install antenna equipment in the supply space.
- Antenna equipment and the service **below the communication worker safety zone** will be installed and maintained by the antenna owning company.

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#### Serving Voltage

- Tacoma Power will provide 120/240V single phase service to RF antenna equipment installations.

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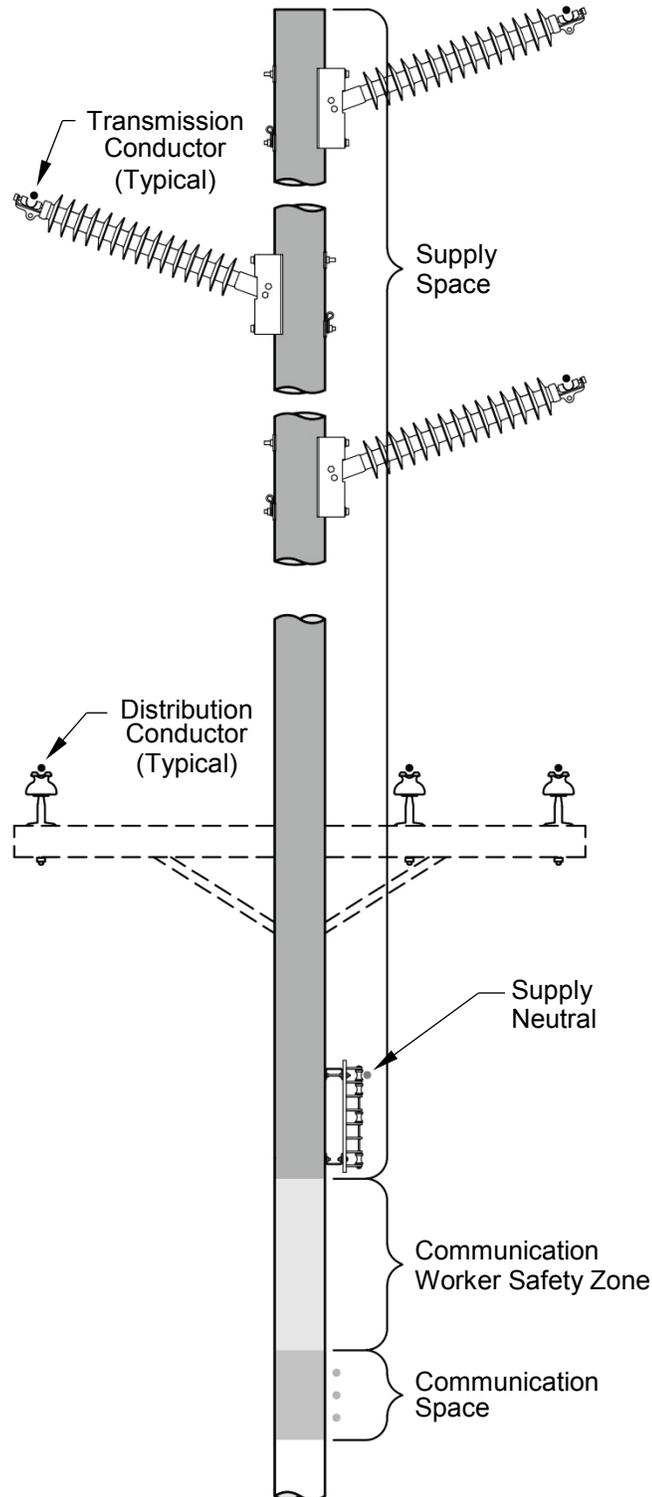
#### Customer Outages

- Antenna equipment will be installed and maintained so that Tacoma Power customers will not be taken out of service, with the exception of customers whose services are directly attached to the Pole that supports the antenna equipment.

## Customer Requirements RF Antenna Installations

**C-OH-2000**

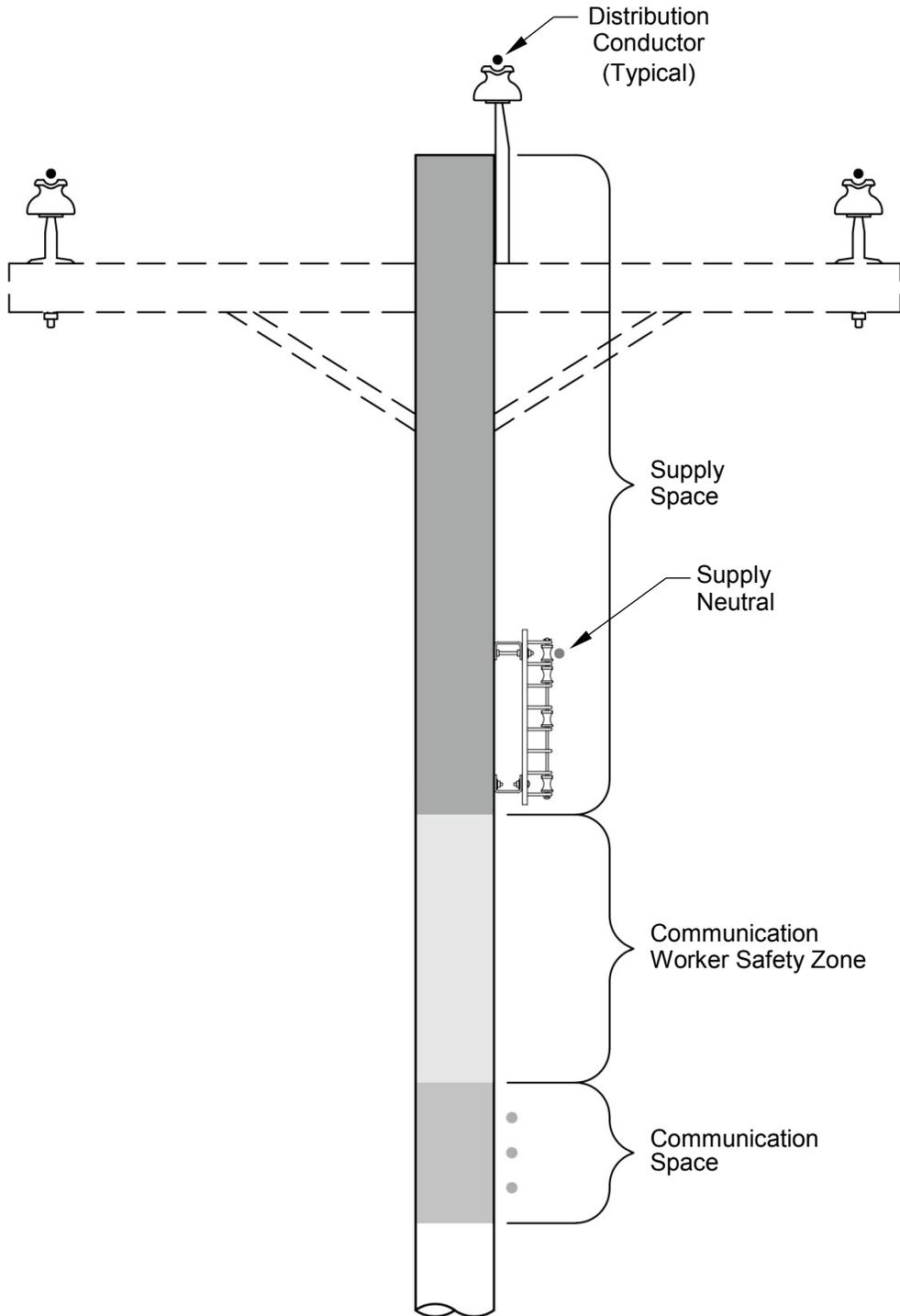
**Figure 2** Illustration of Space Allocation on Pole (Transmission with Distribution Underbuild)



# Customer Requirements RF Antenna Installations

**C-OH-2000**

**Figure 1** Illustration of Space Allocation on Pole (Distribution Only)





## Customer Requirements RF Antenna Installations

**C-OH-2000**

### Application

Attachment requirements and clearances on the Pole for Radio Frequency (RF) antenna equipment installations. This standard is intended to allow electrical workers to perform their normal job duties working on power lines and electrical equipment without requiring special training, having to take special precautions, or having to wear RF detectors to comply with Federal Communications Commission (FCC) standard for RF exposure limits for “General Population/Uncontrolled Exposure”. No antenna equipment installation is allowed if this intent is not met, as determined by Tacoma Power in its sole discretion based on the paramount operational needs and requirements of Tacoma Power’s electric utility system.

### Terms

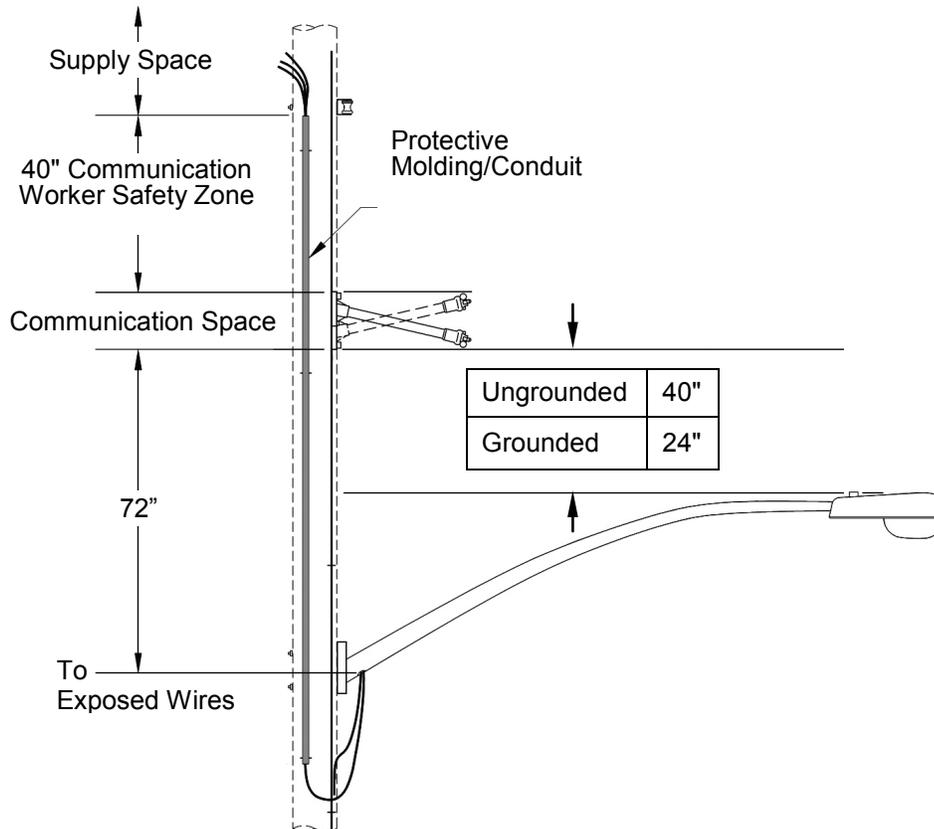
The following are definitions of terms used in this standard, which are also applicable to Tacoma Power joint-use Agreements including, but not limited to Master Pole Attachment Agreements:

Term	Definition
Communication Space	The space on joint-use Poles where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space on joint-use Poles as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use Poles where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Transmission	Tacoma Power supply voltages of 115 kV or 230 kV.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor of the distribution system.

**Customer Requirements**  
**Clearance Requirements for**  
**Overhead Joint Utility Construction**

**Clearances to Street Lights** *(continued)*

**Figure 13** Clearances for Street Light Below Communications Support Arm



## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

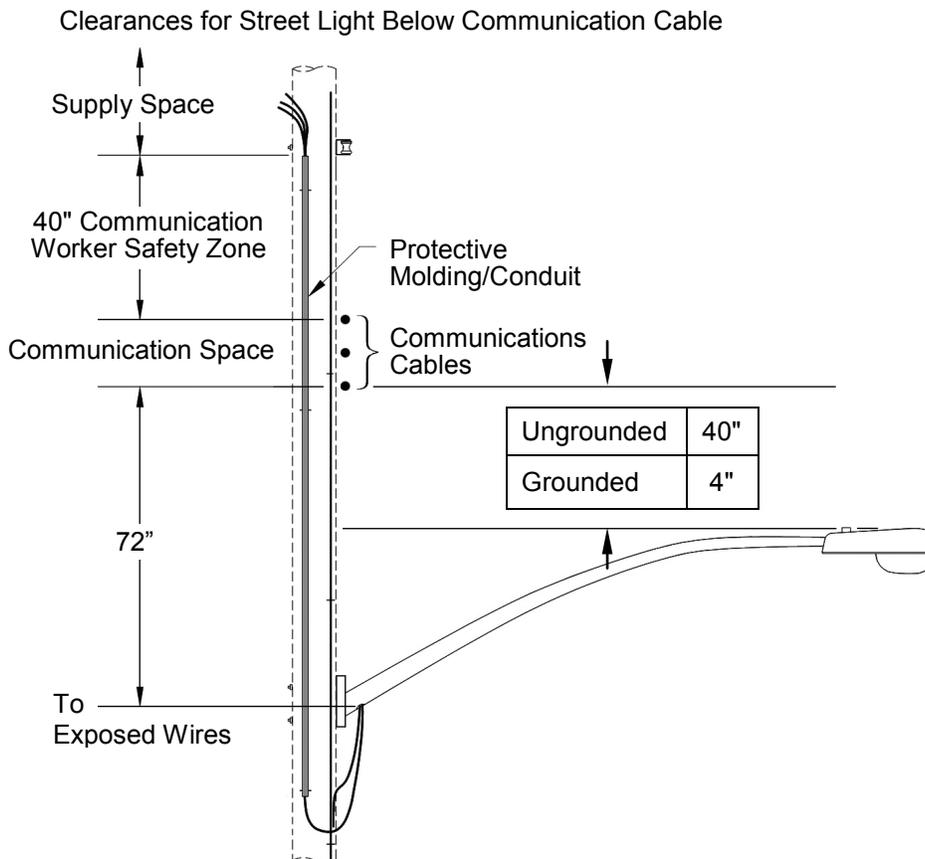
**C-OH-9000**

### Clearances to Street Lights *(continued)*

**Clearances for Comm Cables/ Support arms Above Street Lights** When communication cables/support arms are installed above a street light on a structure, all of the following minimum clearances shall be met (see Figures 12 and 13):

Between the...	and the...	The minimum clearance is...	
top of the street light bracket arm	lowest communication attachment	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
top of the street light bracket arm	bottom of any communication support arm.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	24 inches
bottom of the street light supply wire molding/conduit (where the wire is exposed at the drip loop)	lowest communication attachment.	72 inches	
top of the street light supply wire molding/conduit (where the wire is exposed)	highest communication attachment.	40 inches	

**Figure 12**



## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

### Clearances to Street Lights

Clearances to street lights have been modified from the clearances to other electric supply facilities due to the nature of their installation.

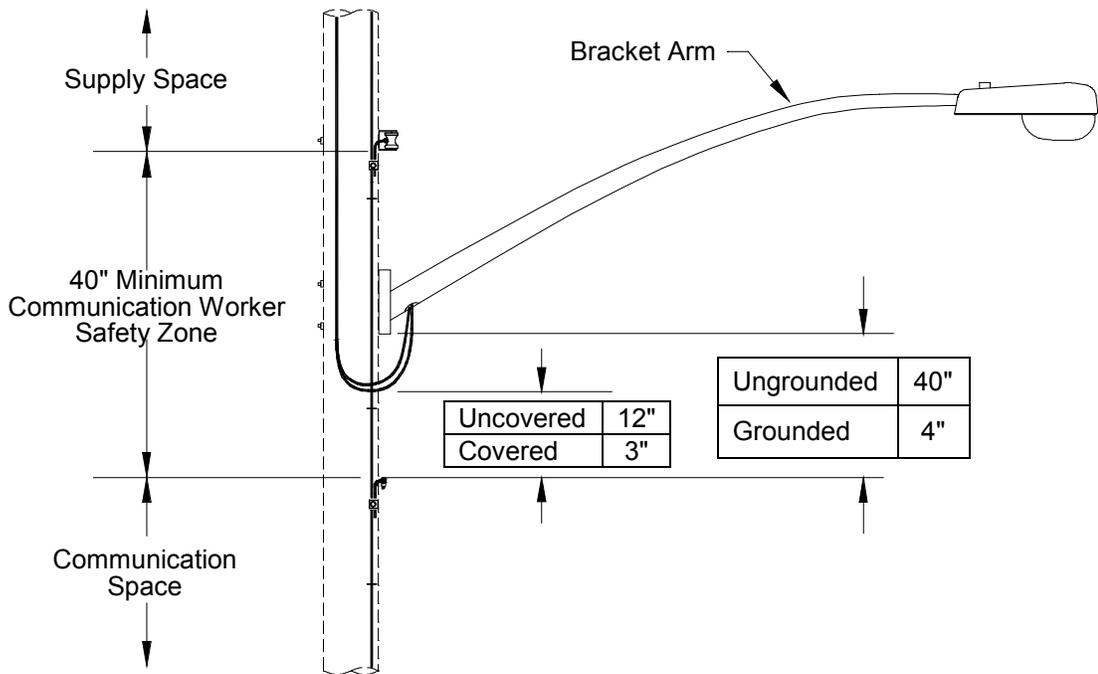
#### Clearances for Comm Cables Below Street Lights

When communication cables are installed below a street light on a structure, all of the following minimum clearances shall be met (see Figure 11):

Between the bottom of...	and the top of the...	The minimum clearance is...	
street light bracket arm	communication space.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
drip loop of street light supply wire	communication space.	Uncovered drip loop	12 inches
		Covered drip loop	3 inches

**Figure 11**

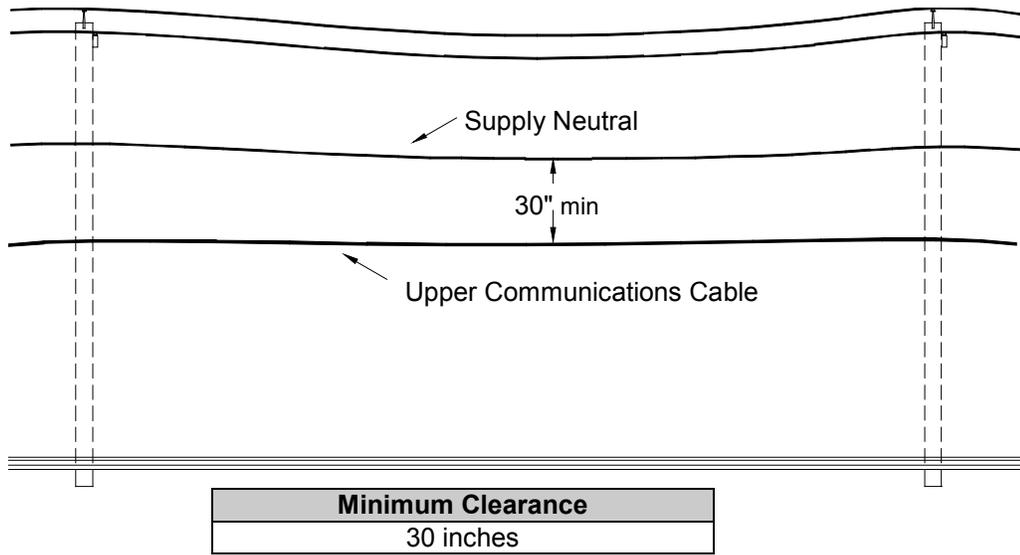
Clearances for Street Light Above Communications



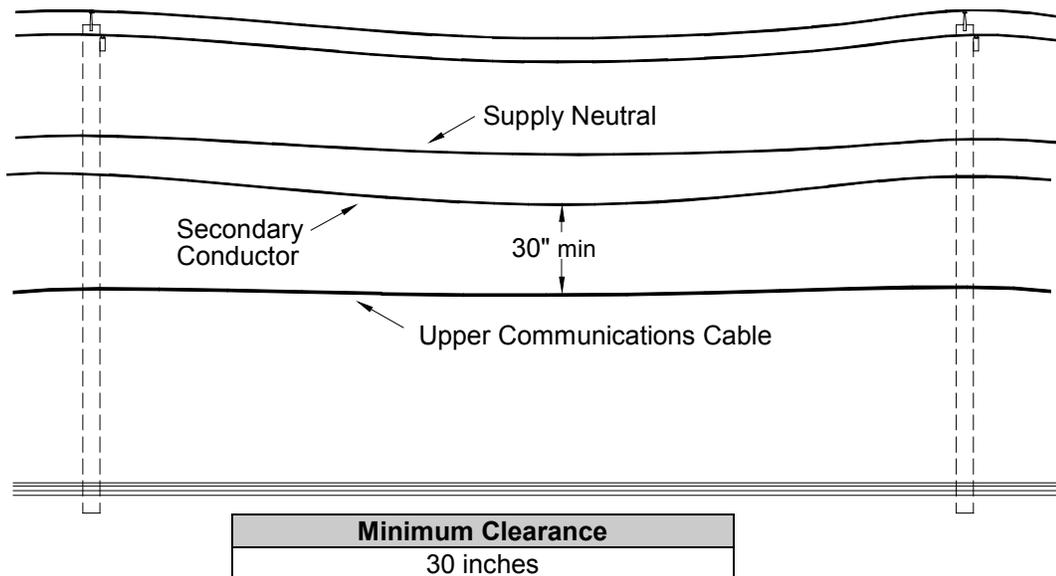
**Customer Requirements**  
**Clearance Requirements for**  
**Overhead Joint Utility Construction**

**C-OH-9000**

**Figure 9** Midspan Clearance between Supply Neutral and Communications Cable



**Figure 10** Midspan Clearance between Secondary Conductors and Communications Cable



## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

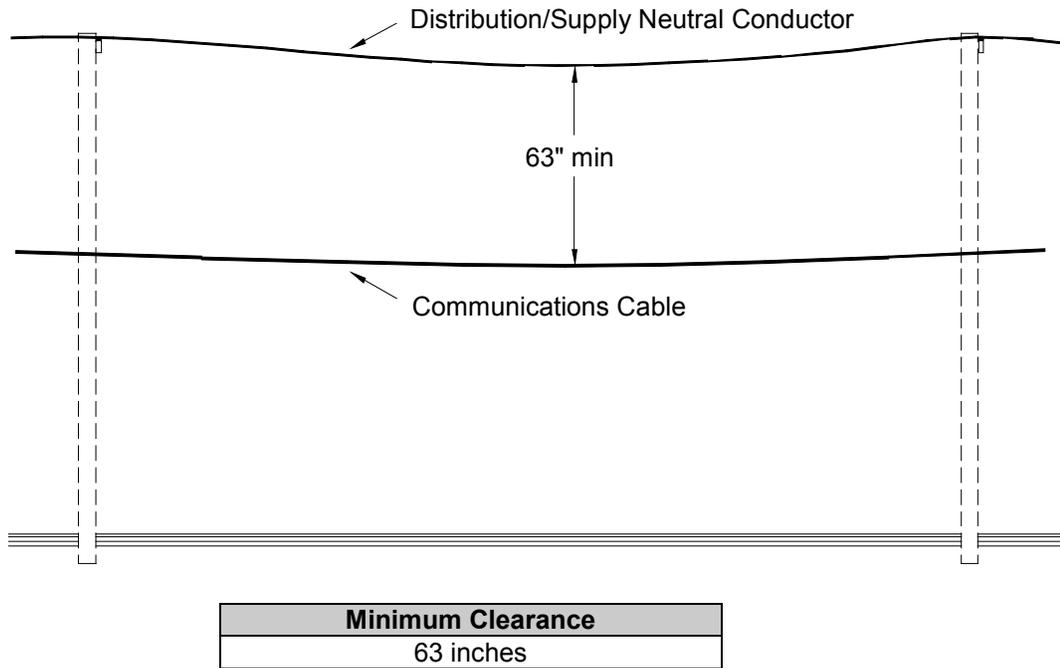
**Clearances at  
Midspan  
between  
Supports**

The minimum clearances at midspan between Tacoma Power electrical supply conductors and communication conductors attached to the same supports are listed in the figures that follow:

If...	and...	then refer to...
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 8
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 9
secondary conductor is located in the common position		Figure 10

**Figure 8**

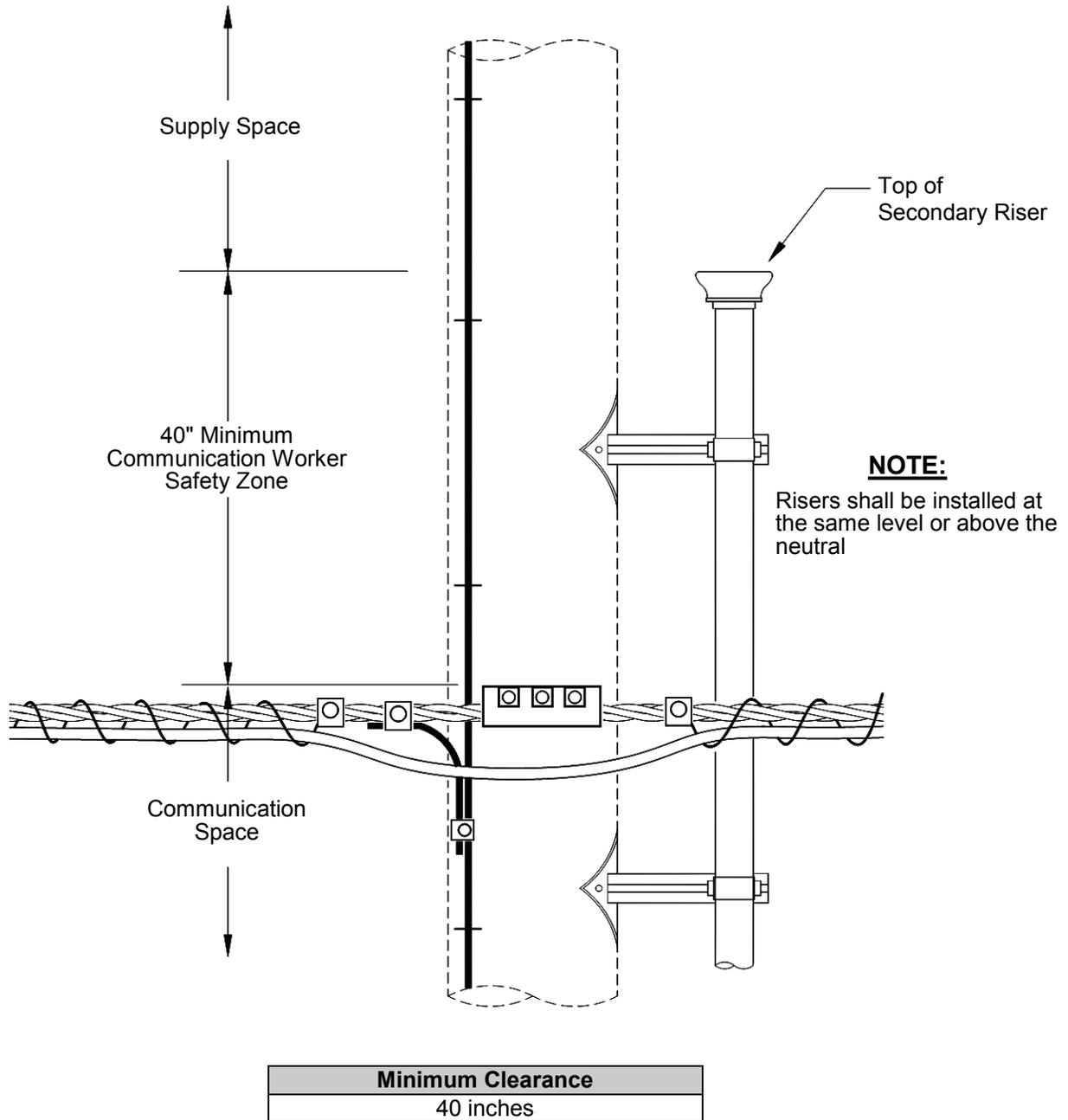
Midspan Clearance between Distribution Conductors and Communications Cables



**Customer Requirements  
Clearance Requirements for  
Overhead Joint Utility Construction**

**C-OH-9000**

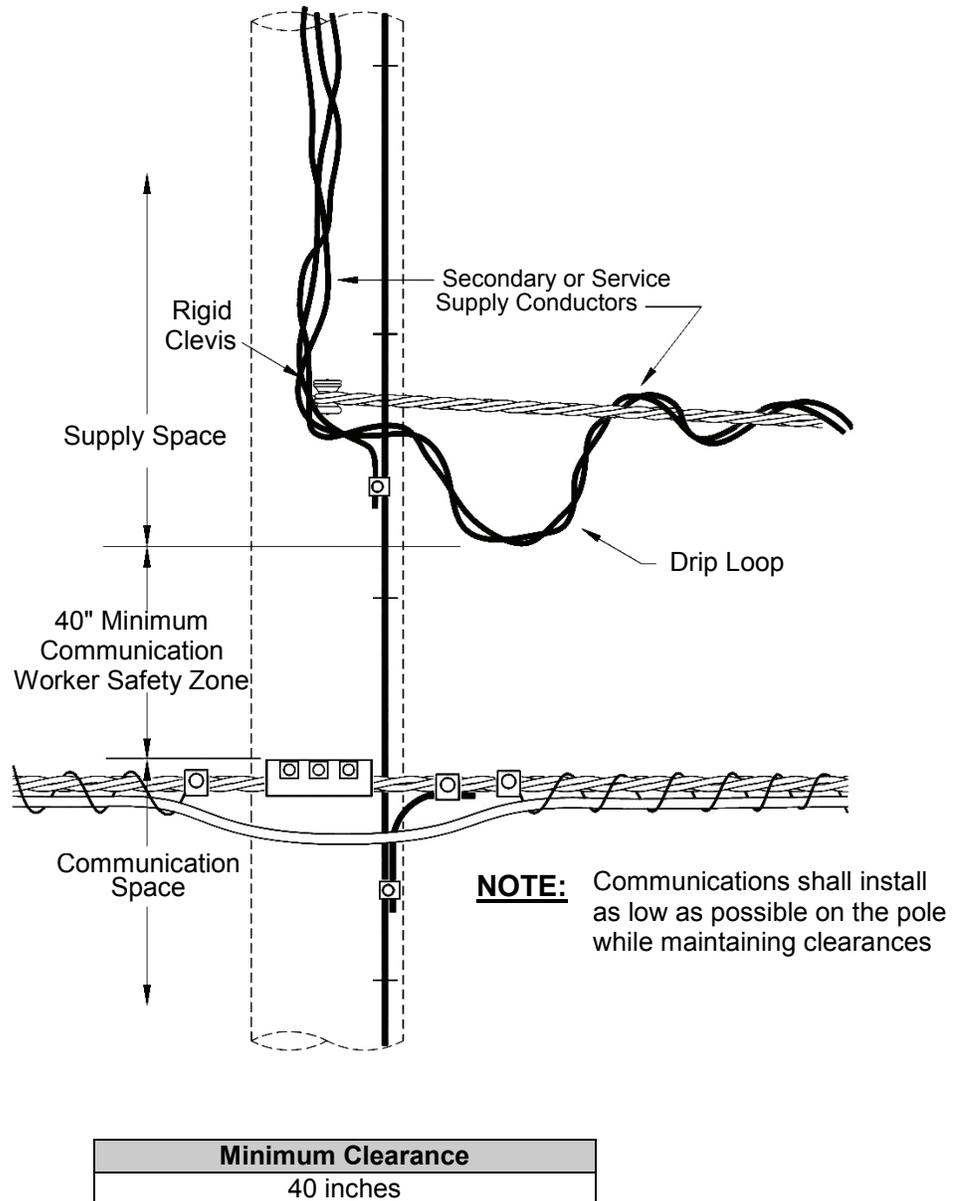
**Figure 7** Clearance to Secondary Riser Termination (Top of the Conduit)



**Customer Requirements  
Clearance Requirements for  
Overhead Joint Utility Construction**

**C-OH-9000**

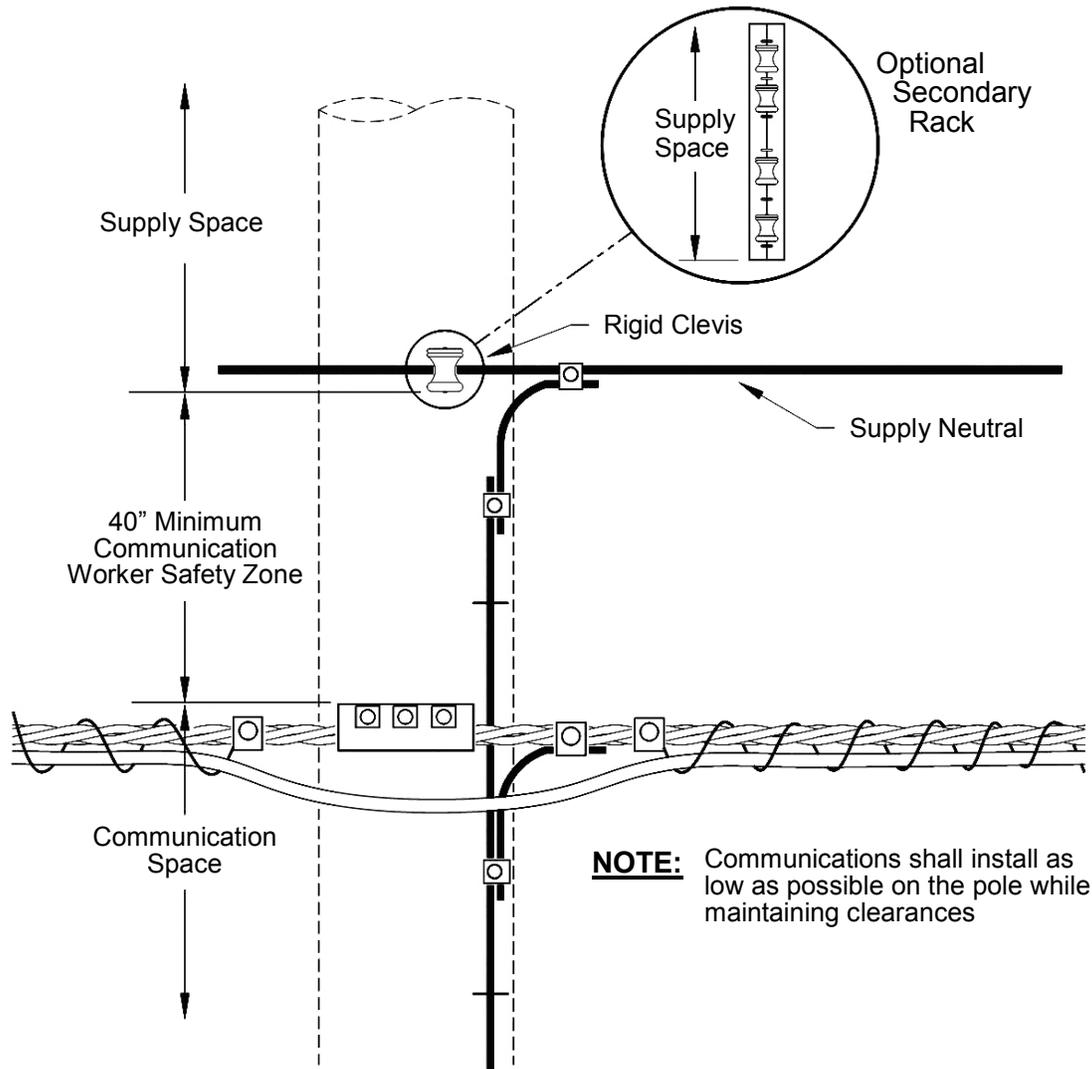
**Figure 6** Clearance to Secondary Conductor in the Common Position



## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

**Figure 5** Clearance to Supply Neutral in the Common Position



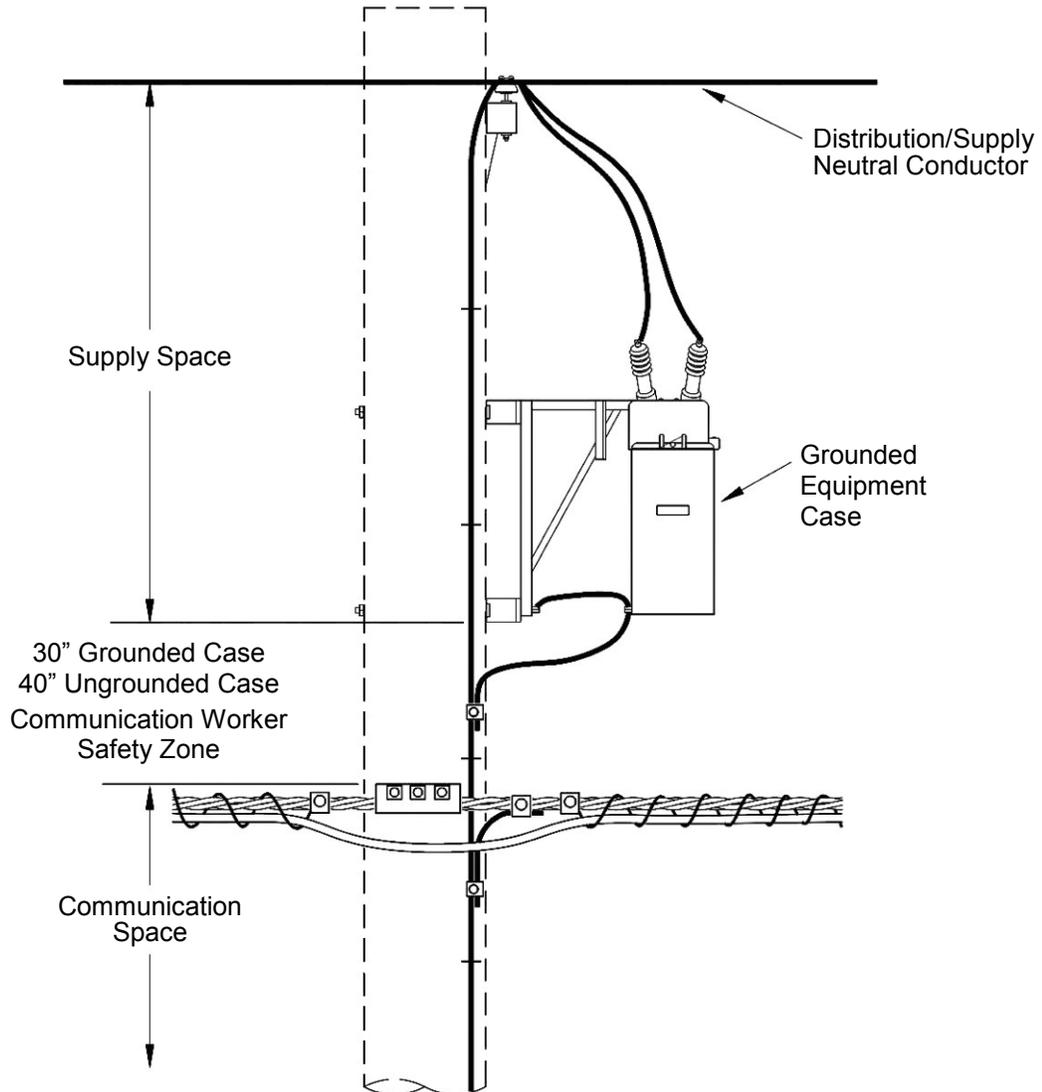
Minimum Clearance*
40 inches

\* The minimum clearance may be reduced to 30 inches on a per structure basis as reviewed and approved by the Tacoma Power Line Section.

## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

**Figure 4** Clearance to Equipment

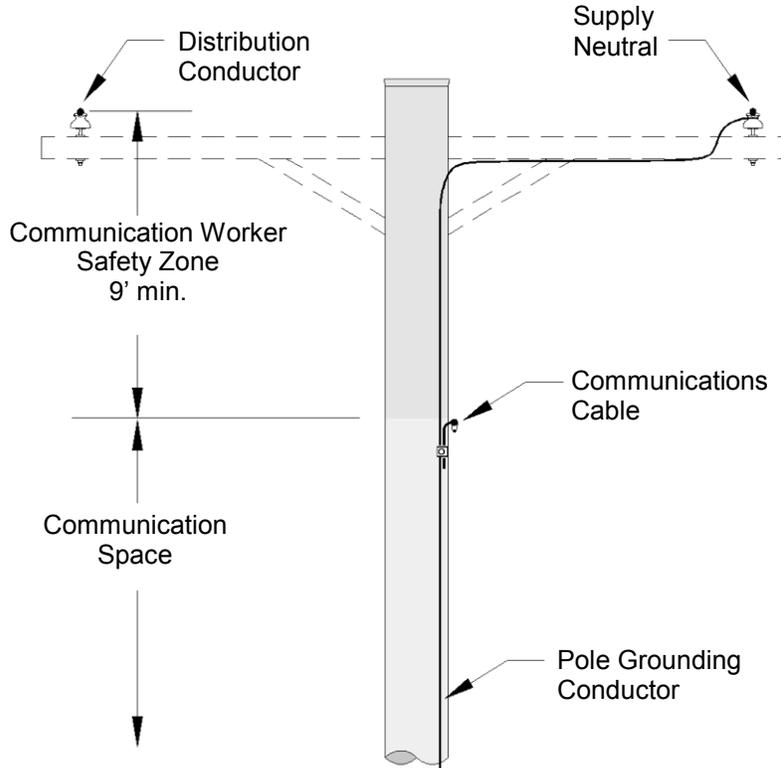


Minimum Clearance	
Grounded Case	Ungrounded Case
30 inches	40 inches

**Customer Requirements**  
**Clearance Requirements for**  
**Overhead Joint Utility Construction**

**C-OH-9000**

**Figure 3** Clearance to Distribution/Supply Neutral Conductors on Pole with No Other Equipment or Conductors (e.g. 13.8 kV System or Supply Neutral on arm, etc.)



Minimum Clearance*
9 feet

\* Clearances are designed so that Tacoma Power manlift equipment can move from the road side of the structure to the field side of the structure. The clearances exceed the NESC minimum clearance of 40 in.



## Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

### Clearance Requirements

**Clearances to Transmission** Clearances from transmission to communication underbuild will be determined by the Tacoma Power Line Engineering Department. This standard does not list any clearances of communication cables to Tacoma Power transmission facilities.

**Clearances to Distribution, Secondary and Supply Neutral** Clearances to distribution, secondary and supply neutral conductors will follow the most current version of the NESC unless otherwise noted. At no time will the minimum NESC clearances be compromised.

Minimum clearance values listed for existing attachments do not allow for additional communication facilities to be installed at a later date.

**New Attachments** For new communication attachments to existing structures that wish to be installed above existing communications facilities the minimum clearance values must be present. If this is not the case make ready work is likely to be required.

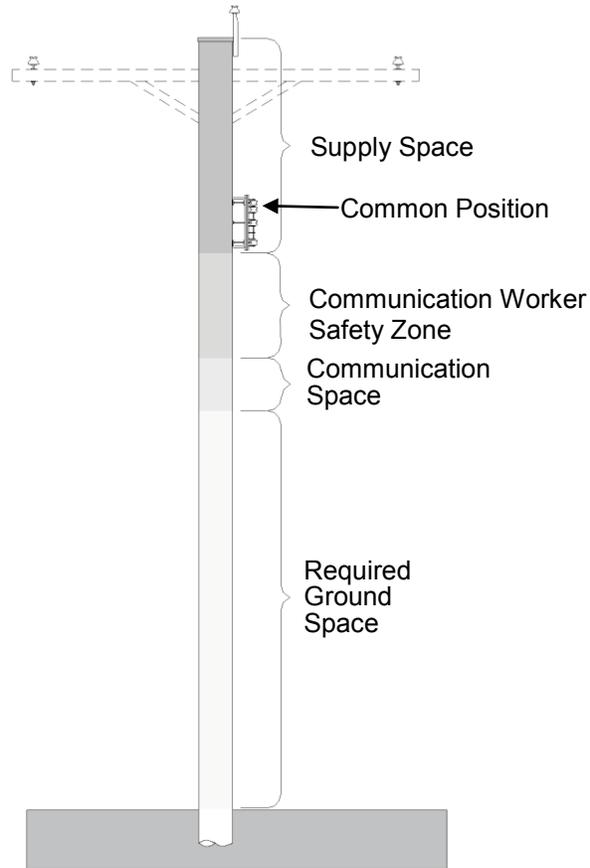
**Clearances at Supports** The minimum clearances at supports between Tacoma Power electrical supply conductors, equipment, and hardware and communication conductors and hardware attached to the same supports are listed in the figures that follow:

If...	and...	then refer to...
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 3  (The clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communication space)
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	electrical equipment enclosure is mounted beneath the crossarm with no additional Tacoma Power conductors or equipment beneath it	Figure 4
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 5
secondary conductor is located in the common position		Figure 6
a secondary riser is located on the pole		Figure 7

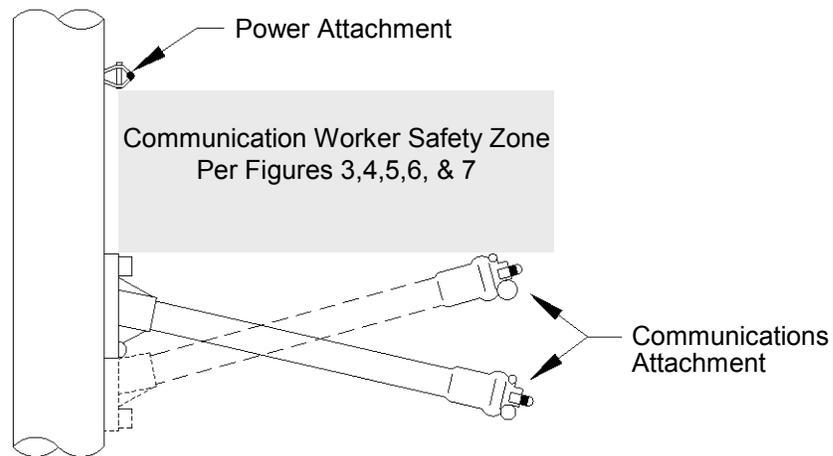
# Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

**C-OH-9000**

**Figure 1** Illustration of Space Allocation on Pole



**Figure 2** Illustration of Communication Worker Safety Zone





**Customer Requirements  
Clearance Requirements for  
Overhead Joint Utility Construction**

**C-OH-9000**

**Application**

This standard establishes the clearances that are required on utility pole structures between electrical supply facilities owned and operated by Tacoma Power and communication facilities owned and operated by others.

**Terms**

<b>Term</b>	<b>Definition</b>
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Transmission	Tacoma Power supply voltages of 115 kV or 230 kV.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor of the Distribution system.
Common Position	Nine feet (9 ft.) below the distribution.

**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

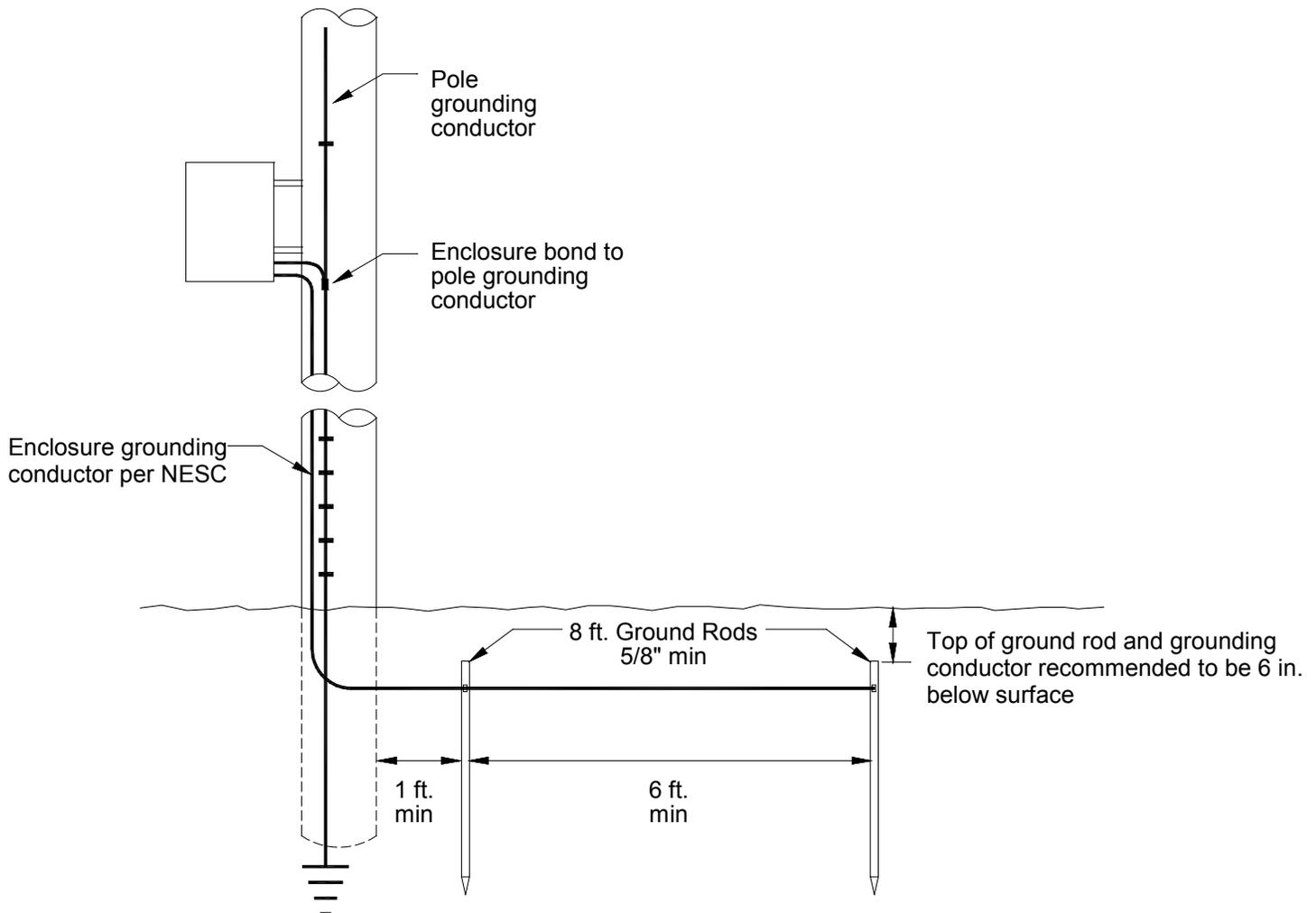
**C-OH-1060**

**Grounding Requirements** *(continued)*

**Enclosure Grounding**

- All enclosures shall be bonded to existing pole grounds.
- Enclosures requiring electrical service (amplifiers, power supplies) shall be grounded per National Electric Code (NEC) (see Figure 7).

**Figure 7** Grounding of Enclosures



## Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

**C-OH-1060**

### Grounding Requirements

**Metallic Messenger Bonding**

Metallic and/or conductive messengers shall be bonded to the pole grounds as listed below:

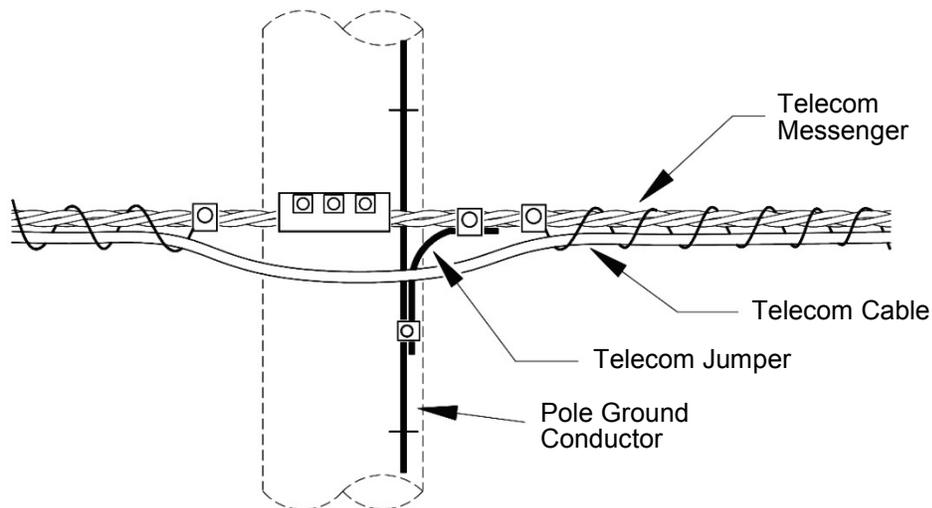
Activity	Description
Number of bonding points	The messengers shall be bonded per the requirements of the NESC to the pole ground.
Who makes the bonding connection?	The attaching utility shall make and maintain all bonding connections for their messengers and equipment.
Who supplies the pole ground?	Tacoma Power installs and maintains all pole grounds.

**Nonmetallic Messengers**

Bonding requirements of messengers are governed by the NESC. If the messenger meets the requirements of the NESC as nonconductive (Kevlar-type), bonding is not required.

**Figure 6**

Grounding of Telecom Conductors at Supports

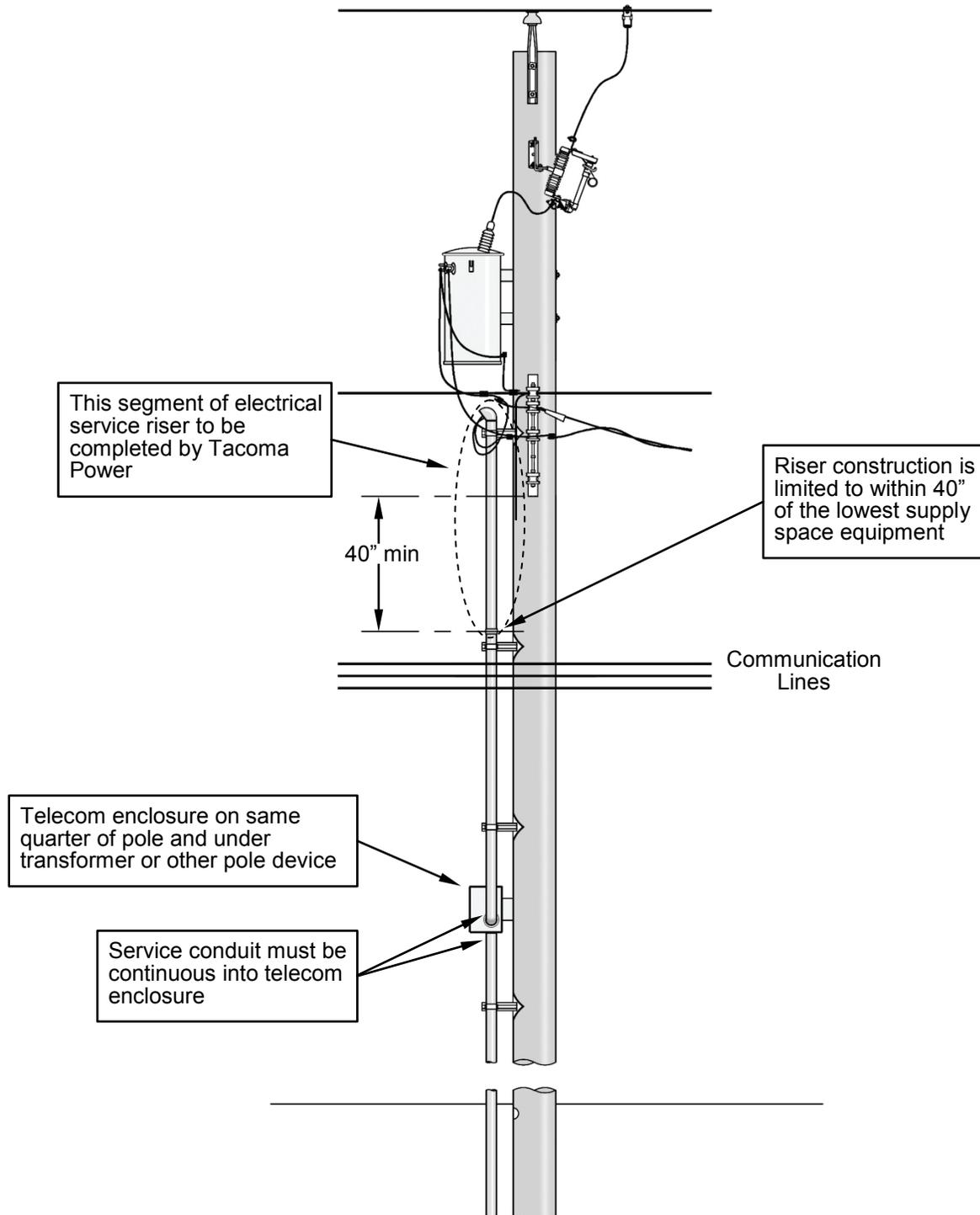


**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

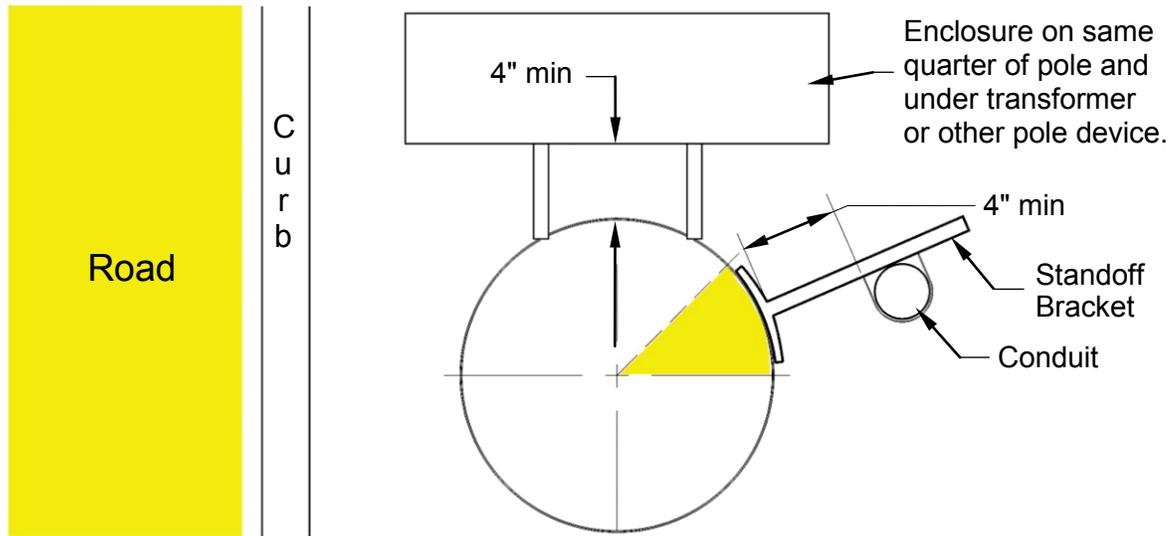
**Enclosure Mounting** *(continued)*

**Figure 5** Pole Mounting of a Telecom Enclosure by Non-Qualified Electrical Workers



**Enclosure Mounting** *(continued)*

**Figure 4** Attachment Requirements for Enclosures and Risers



**Labeling**

Enclosures shall be labeled as follows:

- Clearly labeled with reflective, weather and UV resistant sign or decal on the road side surface of the enclosure.
- Label shall have the following information:
  - Name of owner
  - Reference, site or equipment ID number
  - 24 hr phone number to responsible person that will respond to emergencies in a timely manner

**NOTE:** Reference numbers along with the physical address of each enclosure installation must be included with the application for electrical service.

**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

**Enclosure Mounting** *(continued)*

**Location of Enclosures on Pole**

Enclosure mounting shall follow requirements listed below (see Figures 4 & 5):

- Mount under the transformer or other pole device.
- If transformer or other pole device does not exist, then mount enclosure in line with the OH distribution conductors and under the distribution crossarm. In the absence of a crossarm, mount enclosure under the distribution conductor and on the gain or pole tag side of the pole.
- No closer than 4 in. from the surface of the pole.
- Any power supply cable should be greater than 8 ft. from the ground.
- Enclosures mounted on poles with underground risers must allow at least a minimum quarter of a pole for climbing space.

**Location and Attachment of Service Riser**

Enclosures that require electrical service from Tacoma Power shall install electrical service risers as follows (see Figures 4 & 5):

- Follow all “Risers” requirements on page 5 of this standard.
- Service riser conduit shall be no smaller than 1-1/4 in. sch. 40 PVC and the first 10 ft. of conduit shall be PVC sch. 80.
- Conduit shall be continuous into enclosure.
- The additional conduit, weatherhead, conductor, and standoff brackets required to extend into the supply space shall be supplied on the pole for Tacoma Power to complete. Confirm with *Tacoma Power T&D Construction Office*.

**Ground Mounted Equipment**

- Subsurface handholes and ground mounted pedestals should be:
  - located on the road or field side of the pole or grouped with any existing handholes/pedestals.
  - be a minimum 4 ft (6 ft to 10 ft preferred) from base of pole (see standard A-OH-4007 “Clearances for Poles”)
- Do not install handholes/pedestals or underground conduit in the pole line where it would conflict with the future replacement of the pole.
- When the equipment must be placed in line with the pole, it should be located on the transformer, distribution crossarm, or other power equipment side of the pole.

**Electrical Inspection**

Electrical service for enclosures shall be inspected and approved by the Tacoma Power Electrical Inspection Office prior to energization.

## Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

**C-OH-1060**

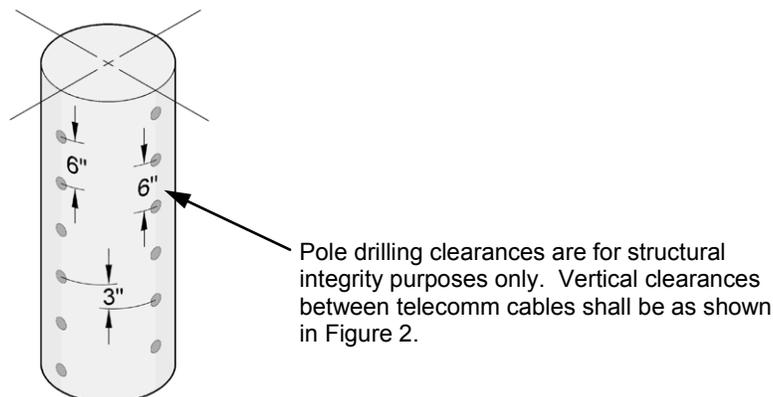
### Attachment Requirements *(continued)*

**Pole Drilling** To maintain structural integrity of the pole, holes drilled into poles shall follow the table below (see Figure 3).

Activity	Description
Holes on same side of pole	Holes on same side of pole shall be no closer than 6 in.
Holes perpendicular to each other	Holes that are perpendicular shall be no closer than 3 in.
Hole Treatment	<ul style="list-style-type: none"> <li>• Douglas Fir Poles: Treat holes with Tacoma Power's current approved preservative.</li> <li>• Cedar Poles: Do not require treatment.</li> </ul>

**Figure 3**

Pole Drilling



### Enclosure Mounting

**Site Selection** Pole locations selected for enclosure attachment shall be forwarded to the Tacoma Power New Services Engineering Office for review. Pole attachments are approved on a pole-by-pole basis and Tacoma Power reserves the right to deny attachment to any pole.

#### Selection Criteria for Enclosures on Pole

- Enclosures ***should*** be mounted on clean tangent poles when possible.
- Enclosures ***should not*** be mounted on poles that are in the following conditions:
- Deadend or double deadend corner poles with or without anchors
  - Poles that have supply buck leads (distribution lines extending in three directions)
  - Poles with switch handles that extend below the communication space
  - Poles that have existing equipment boxes such as:
    - control boxes for Tacoma Power equipment
    - other power supply, battery, etc.

**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

**Attachment Requirements** *(continued)*

**Tagging** Telecom companies are required to install a tag on their cables ***at each pole***. This benefits crews during pole replacements, repairs, and emergency service providers during emergencies. Tacoma Power has assigned identification codes to the organizations (identical to Seattle City Light, when applicable) as listed below.

Code	Organization	Code	Organization
001	Click!/U.P. School District	019	City of Fircrest
002	Tacoma Fire	020	City of Fife
003	Tacoma Traffic Signal	021	City of Tacoma Communications
004	Comcast	022	
005	Qwest/CenturyLink	023	Unite Private Networks
006	Rainier Group	024	Cellnet
007	Port of Tacoma	025	FatBeam
008		026	AT&T
009		027	Astound/Wave Broadband
010	Bethel School District	028	MCImetro
011	Pierce County	CPSD	Clover Park School District
012	City of Lakewood	CUST	Customer Owned
013	City of University Place	ELM	Elmhurst
014	Electric Light Wave/Integra	EMAN	Franklin Pierce School District/EMAN
015	Sprint	PARK	Parkland
016	360 Networks/ZAYO	PSE	Puget Sound Energy
017	Tacoma Water	PW	Public Works
018	University of Washington	RUST	Town of Ruston
		UNK	Unknown

**Tag Specifications**

Cable Identification tags shall be:

- Black on yellow (black numbering on yellow background).
- Minimum 2 in. x 3 in. size tags with numbers minimum 1 in. height.
- Non-conductive, UV resistant polyethylene.

**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

**Attachment Requirements** *(continued)*

**Cables,  
Messengers,  
Guys and  
Anchors**

Requirements for joint utilities' cables, messengers, guys and anchors.

For...	Do This...
Cables and Messengers	<ul style="list-style-type: none"> <li>• Attach to the same side of the pole as the supply neutral (see Figure 1).</li> <li>• If the supply neutral is on a crossarm, then the telecom cables shall be installed on the road side of the pole.</li> <li>• Telecom attachments shall maintain 12 in. minimum vertical separation from each other according to the NESC (see Figure 2).</li> </ul>
Cables, Messengers, Guys and Anchors	<p>Tension and/or guy the cable and/or messenger so that:</p> <ul style="list-style-type: none"> <li>• the angle of the existing structures is not altered.</li> <li>• pole buckling does not occur.</li> <li>• the sag characteristics of the supply conductors and existing telecom conductors are not altered.</li> </ul> <p>Also:</p> <ul style="list-style-type: none"> <li>• Install anchors no closer than 6 ft. to another anchor.</li> <li>• <b>Attachment to existing Tacoma Power anchors will require prior approval by Tacoma Power.</b></li> </ul>

**Risers**

Telecom conduit risers shall follow the requirements below (see Figures 5 & 6):

- Risers shall be installed on standoff brackets. Standoff brackets shall be:
  - no lower than 8 ft. from the ground or other accessible surface.
  - mounted within 6 in. of the top end of any stick of conduit.
  - evenly spaced along the pole and no more than 10 ft. apart.
- If standoff brackets are already installed on the pole, the new riser(s) shall be attached to these standoffs.
- Spacing between the pole and conduit riser shall be a minimum of 4 in.
- Risers should be located on the field side of the pole and the pole quadrant most protected from traffic.
- The entire length of conduit riser should parallel the structure or pole, regardless of taper of the pole.
- The conduit can be extended to but no closer than 40 in. of the supply space.
- The total quantity of conduits on a pole for all the utilities shall not be more than 6 (six).

## Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

**C-OH-1060**

### Attachment Requirements *(continued)*

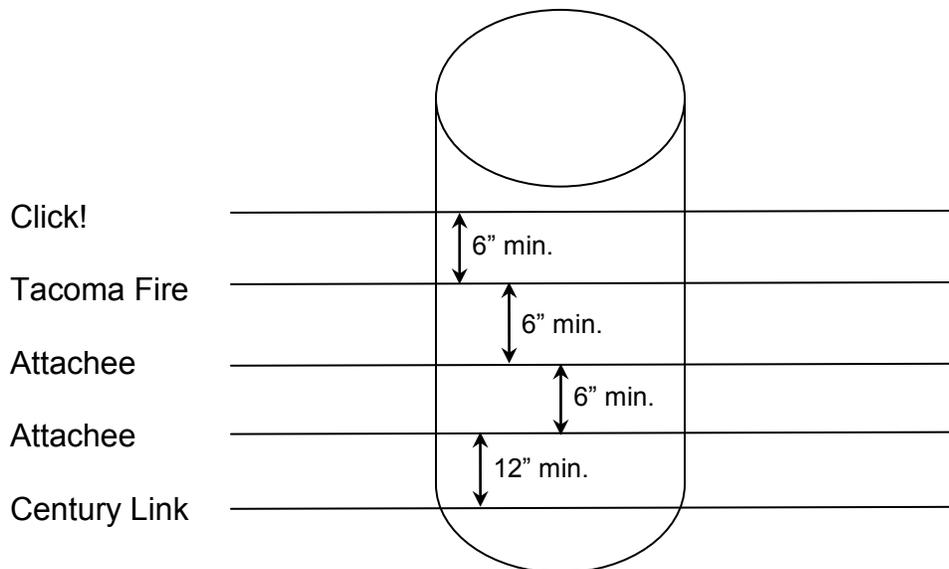
**Order of Cable Attachment**

On poles owned by Tacoma Power and those co-owned with Century Link Communications (formerly known as: Qwest), the order of telecom cable attachments will be as follows (see Figure 2):

- Top attachment shall be Tacoma Power HFC / Click!
- Below Click! – Tacoma Fire
- Middle attachments other attachees
- Lowest attachment shall be Century Link (if present)

**Figure 2**

Cable Attachment Clearances on Pole in Communication Space



**Climbing Space**

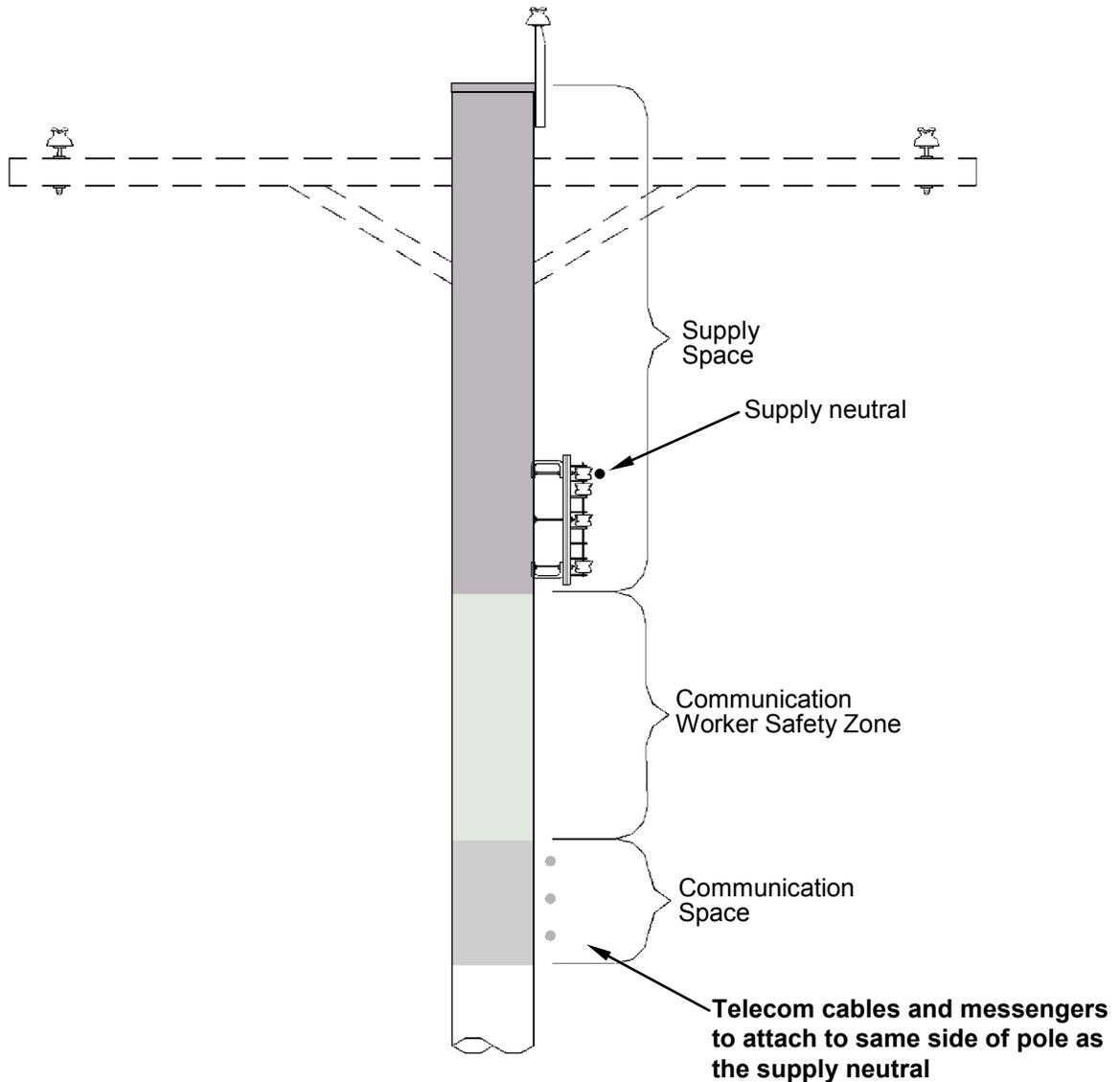
- Unless specifically designated by Tacoma Power, all poles shall be climbable to the requirements of the NESC.

**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

**Attachment Requirements** *(continued)*

**Figure 1** Illustration of Space Allocation on Pole



**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

**Terms**

The following are definitions of terms used in this standard (see Figure 1):

<b>Term</b>	<b>Definition</b>
Joint Utility	For the purposes of this standard, any entity (utility, public agency, telecom company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor for the supply system.

**Attachment Requirements**

**Agreements, Permits and Codes**

- Prior to attaching equipment to poles owned by Tacoma Power, a pole attachment agreement must be signed by all parties involved and the related pole attachment permit approved. Please contact Tacoma Power *Business and Financial Mgmt Dept* at [pwjointutilities@cityoftacoma.org](mailto:pwjointutilities@cityoftacoma.org).
- All attachments must meet the requirements for clearance and strength as specified by standard C-OH-9000 "Customer Requirements, Clearance Requirements for Overhead Joint Utility Construction" and the NESC, along with statutory, code, and other regulatory requirements established by the State of Washington, Pierce County, and local governments including the City of Tacoma.
- Attachments within the city limits of Tacoma must comply with the requirements of City of Tacoma Municipal Code, Title 16 and City of Tacoma franchise agreement.



**Customer Requirements**  
**Pole Attachment Requirements for**  
**Telecommunications (non-RF)**

**C-OH-1060**

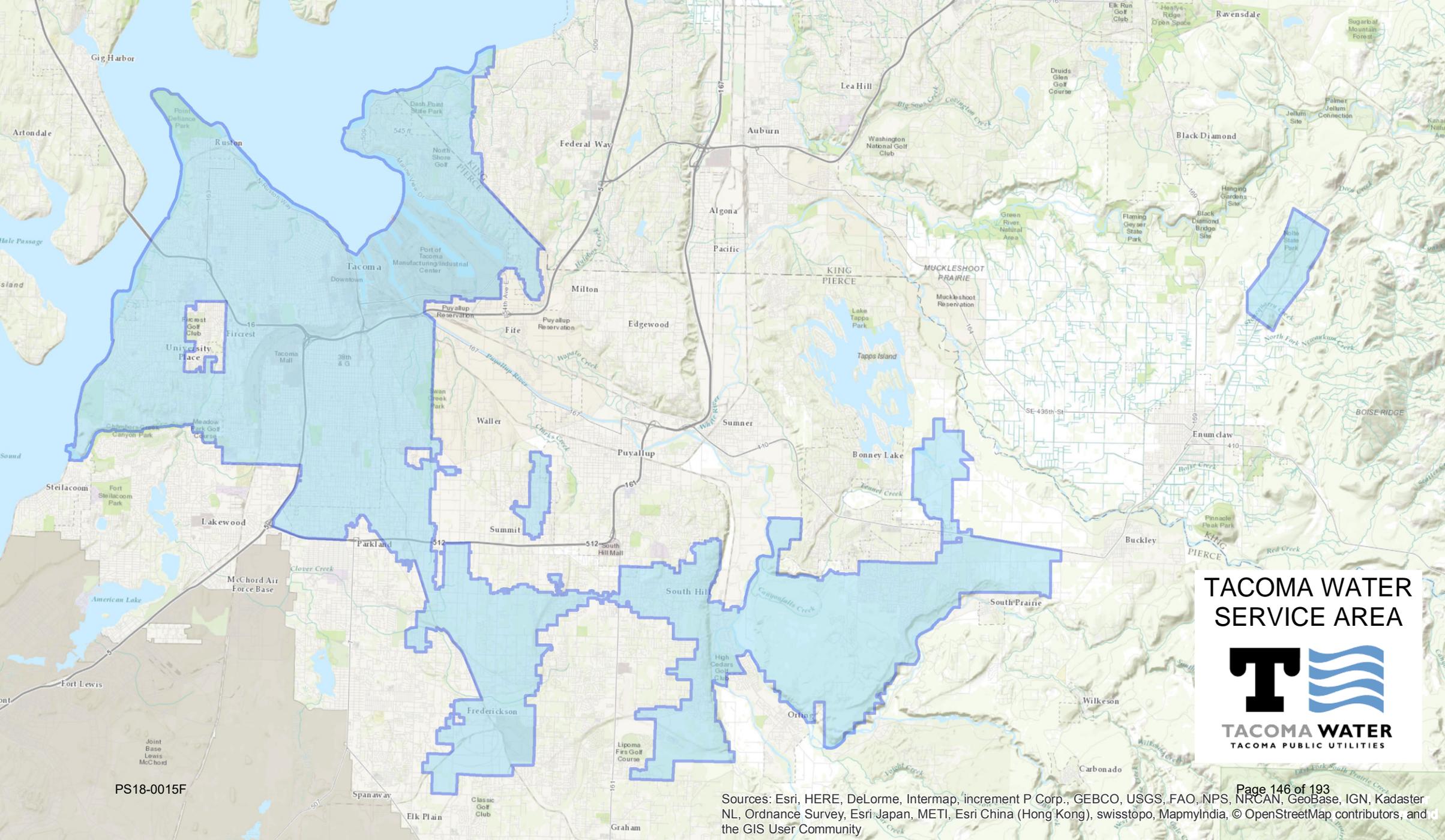
**Application**

This standard establishes the attachment requirements to utility pole structures owned and operated by Tacoma Power and communication facilities owned and operated by others. This standard does not apply to antennas or other radio frequency (RF) emitting communication devices.

**In This Standard**

Topic	See Page
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Exhibit 13 – Summary of TPU’s Service Territory (PDF)



# TACOMA WATER SERVICE AREA



**TACOMA WATER**  
TACOMA PUBLIC UTILITIES

PS18-0015F

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Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

# TACOMA POWER SERVICE AREA

DASH POINT

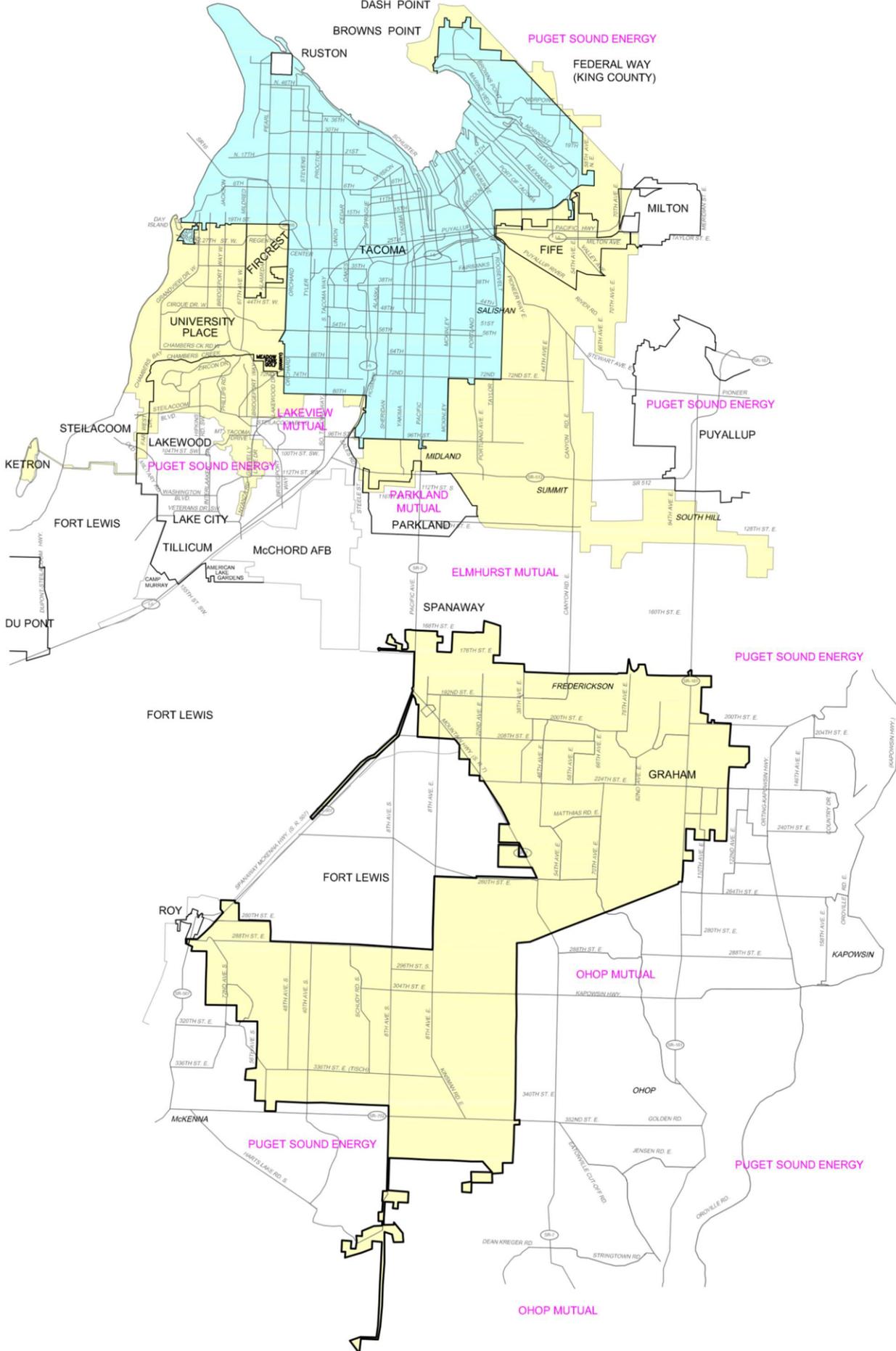


Exhibit 14 – TPU Tariffs, Rate Schedules for Electric and Water (PDF)

Fire Protection Service – Ready to Serve Charge					
Meter Size (Inches)	Inside Commencing		Outside Commencing		Maximum Allowable Monthly Water Usage for Testing and Leakage, CCF
	4/1/2017	1/1/2018	4/1/2017	1/1/2018	
2	\$25.89	\$26.07	\$31.07	\$31.07	2.99
3	\$37.70	\$37.96	\$45.24	\$45.24	2.99
4	\$62.98	\$63.42	\$75.58	\$75.58	2.99
6	\$141.27	\$142.25	\$169.52	\$169.52	2.99
8	\$251.49	\$253.24	\$301.79	\$301.79	2.99
10	\$393.37	\$396.11	\$472.04	\$472.04	2.99
12	\$629.19	\$633.57	\$755.03	\$755.03	2.99

Where such fire service is provided, the monthly rate shall include usage of up to a maximum of 2.99 units of water per month. The 2.99 units of allowable water use is for incidental water use for monthly leakage and system testing and is the maximum amount allowed in a single month. In any month where the total consumption is in excess of the amount shown above, the rate for water consumed shall be as noted below.

Fire Protection Service - Rate per CCF		
	Rate per CCF	
	Commencing	
	4/1/2017	1/1/2018
All CCF - Inside City	\$3.960	\$3.960
All CCF - Outside City	\$4.752	\$4.752

If the Water use in excess of the maximum monthly allowable amount was used in extinguishing fires of incendiary or accidental origin and the customer at the location where the use occurs gives written notice to the Division within ten days from the time of such fire the customer shall pay only for actual water used at the rate noted above. If the Division is not notified the Division will conclude that water is being used for purposes other than extinguishing fires and charge the additional fee noted below of 12 times the monthly rate.

Whenever water from the Division is available on a premise through a service being charged the rate for fire protection only and is used for purposes other than extinguishing fires of incendiary or accidental origin including ongoing leakage of the fire service line and the amount of water used is in excess of the amount shown in the table above, 12 times the ready to serve charge for the specific service in question shall be the monthly minimum charge and the charge for water consumed shall be as noted in the "Fire Protection Service – Rate per CCF" table above. Waivers may be granted from the assessment of the 12 times the ready to serve charge for leaks or other accidental use upon written request with all supporting documentation but the charge for water consumed shall not be waived.

Nonpayment of invoices related to the construction of or monthly use of a fire service will result in the service being turned off and notification of the appropriate fire official who may then disallow occupancy of the premise.

Unauthorized use of water through a detector check meter more than once per calendar year may be cause for installation of a turbine meter assembly, UL/FM approval for fire service assemblies at the expense of the customer. Within the City of Tacoma, whenever water is used for purposes other than extinguishing fires, the amount of water used may be subject to the appropriate sanitary sewer charge as defined in TMC 12.08, in addition to the rates noted above and assessment of the 12 times the ready to serve charge.

Should the unauthorized use continue, including leakage in excess of the maximum amount of water allowed, the service will be considered as other than standby fire protection and be billed in accordance with the type of use pursuant to this section, and shall be subject to payment of the applicable SDC pursuant to TMC 12.10.310. Refusal to pay for the installation of the fire line meter and/or the SDC shall result in termination of service pursuant to TMC 12.10.130.

When a customer desires a fire service for the protection of a premises and the domestic water for said premises is provided from another source, the applicable single-family residential, multi-family residential, or commercial/industrial rates shall apply for the requested fire protection service inside and outside the City, respectively. When any outlet for fire protection

a. Constant Use Customer:

Wholesale Constant Use Customer		
	Rate per CCF	
Range in CCF (100 cubic feet)	Commencing	
	4/1/2017	1/1/2018
Per CCF for winter months (October - May)	\$2.112	\$2.112
Per CCF for summer months (June - September)	\$2.640	\$2.640

This option may be considered by those customers using water on a year-round basis where their average summer day use divided by their average winter day use results in a summer/winter use ratio of 2.5 or less.

b. Summer Season, Peaking:

Wholesale Summer Season, Peaking		
	Rate per CCF	
Range in CCF (100 cubic feet)	Commencing	
	4/1/2017	1/1/2018
For each CCF of water consumption	\$3.960	\$3.960

This option will be used for those customers using relatively large amounts of water in the summer months and little or no water in winter months. The ratio of average summer day use divided by average winter day use shall be greater than 2.5.

For purposes of these rates, summer-use months are defined as June through September and winter-use months are October through May.

Existing customers will be classified into one of the two rate schedules upon annual review of their usage patterns. New customers will select a rate based upon anticipated use. This selection will be subject to revision if usage is not consistent with the above options after a six-month period.

2. Additional Water. Additional or new water may be provided by the City to a wholesale customer conditioned upon satisfying the following:

a. For every new customer of the wholesale customer that is provided with water from City’s surplus supply, the wholesale customer shall remit to the City (on a monthly basis or by other arrangement as agreed to by the Superintendent) the appropriate SDC for said customer based on meter size in accordance with TMC 12.10.310.

b. That, in lieu of satisfying subsection A above, in the event the wholesale customer is in a water deficient status or later becomes water deficient as determined by the Superintendent in consultation with wholesale customer, then the Superintendent shall establish a SDC equivalent for said wholesale customer. This SDC equivalent shall not be less than what the total “retail customer equivalent” would have been for the total deficiency.

c. That the City and wholesale customer shall enter into a letter agreement setting forth the above requirements and committing the wholesale customer to remit the SDC payment to City. The wholesale customer may be required to provide City with periodic reports, certified to be accurate, detailing pertinent data.

C. Emergency Intertie Service. Requests for one-way and two-way emergency intertie service between the City and another purveyor will be considered.

The Superintendent may enter into specific agreements, specifying the terms under which water will be furnished or accepted by the Division. Water furnished to a purveyor through an emergency intertie service will be billed as a wholesale service with a ready to serve charge and rate for water used. Billing will be at the constant use rate for up to 30 days. If use exceeds 30 days the Superintendent will have the discretion to change the constant use rate to the summer season peaking rate. Said agreement shall provide that neither party shall be liable for failure to deliver water to the other at any time.

D. Fire Protection Service. When a customer does not receive domestic water from the Division and requests a fire service from the Division the appropriate regular domestic service rates shall apply as detailed above. In addition all regular construction fees, main charges and SDC shall apply. Where City water is used for domestic purposes, such customers are entitled to a separate fire service at the regular fire service rate, payable monthly as follows:

2. The schedule of rates for water used shall be as follows and billed to the nearest CCF (100 cubic feet or approximately 748 gallons):

<b>Residential Service</b>				
Range in CCF (100 cubic feet)	Rate per CCF			
	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
Winter Tier: For each CCF of water consumption during the winter months of October through and including May	\$1.825	\$1.895	\$2.190	\$2.274
Summer Tier 1: For the first five CCF of water consumption per month during the summer months of June through and including September	\$1.825	\$1.895	\$2.190	\$2.274
Summer Tier 2: For each CCF of water consumption over five CCF during the summer months of June through and including September	\$2.281	\$2.369	\$2.738	\$2.843

<b>Commercial and Industrial - General Service</b>				
Range in CCF (100 cubic feet)	Rate per CCF			
	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
For each CCF of water consumption	\$2.032	\$2.123	\$2.438	\$2.548

<b>Commercial and Industrial - Large Volume Service.</b>				
Customers may qualify for this rate based on an established consumption history greater than 65,000 CCF annually.				
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
	For each CCF of water consumption	\$1.666	\$1.782	\$1.999

<b>Parks and Irrigation Service</b>				
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
	For each CCF of water consumption	\$3.115	\$3.485	\$3.738

B. Wholesale Service. Wholesale water service may be provided to community water systems that are in compliance with state Department of Health regulations. All wholesale water agreements are subject to Tacoma Public Utility Board approval. Any customer purchasing wholesale water must adopt or commit, in writing, to a water conservation and water shortage response program substantially equivalent to the Division's program as a condition of service.

1. Water Rates. A wholesale water service customer with contractual agreement from Tacoma Water may choose either a rate schedule below with a corresponding ready to serve charge as described in Section A1 for an outside city customer or a market-based price set by Tacoma Water staff based on an analysis of the wholesale system and their supply alternatives. All wholesale contractual agreements with market-based pricing shall be approved by the Tacoma Public Utility Board and Tacoma City Council.

(a) Within the City of Fife:

(1) Power Service Charges:

(i) Energy: All Contract Energy (as set forth in the Contract) measured in kilowatt-hours at \$0.030675 per kWh.

(ii) Demand: All kilowatts of Billing Demand delivered at \$4.33 per kW.

(iii) Minimum Charge: The Demand Charge.

(iv) Contract Energy Overrun: All energy measured in excess of the Contract Energy (as set forth in the Contract) is subject to a Contract Energy Overrun charge, pursuant to the following formula:

$$\text{Contract Energy Overrun Charge} = (\text{MWh} + \text{Losses}) \times (\text{THI} + \text{T}_x) \times 124.1319\%$$

Where: MWh = the aggregate MWh over the day the customer's total measured daily load was above the Contract Energy amount; Losses = MWh x 1.9%; THI = the highest hourly price observed on the Tacoma Hourly Index within the day of overrun; T<sub>x</sub> = applicable BPA or successor organization, transmission rate in \$ per MWh.

(v) Contract Demand Overrun: A Contract Demand Overrun charge shall be imposed when the total measured demand (highest 30-minute integrated demand) exceeds the Contract Demand (as set forth in the Contract). Said charge is pursuant to the following formula:

$$\text{Contract Demand Overrun Charge} = \text{MW} \times 300\% \times \text{DC}$$

Where: MW = MW of metered Demand in excess of the Contract Demand; DC = Demand Charge.

(2) Delivery: All kilowatts of Billing Demand delivered at \$4.00 per kW.

(3) Customer Charge: \$1,870 per month or any fraction thereof.

C. Billing Demand. Determined by means of a demand meter, 30-minute interval, reset monthly.

1. The Billing Demand shall be the highest of:

(a) The highest measured demand for the month, adjusted for power factor;

(b) 60 percent of the highest measured demand occurring during any of the preceding 11 months after adjustment for power factor;

(c) A demand level equal to the Contract Energy, in average megawatt (as set forth in the Contract); or

(d) 60 percent of the highest Contract Demand (as set forth in the Contract) during any of the preceding 11 months.

D. Service Conditions.

1. Power factor provision applicable; and

2. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy and delivery services shall apply.

(Ord. 28422 Ex. A; passed Apr. 4, 2017; Ord. 28285 Ex. A; passed Mar. 17, 2015; Ord. 28134 Ex. A and Ex. B; passed Feb. 26, 2013; Ord. 27976 Ex. A and Ex. B; passed Mar. 29, 2011; Ord. 27332 § 6; passed Mar. 22, 2005; Ord. 27150 § 5; passed Oct. 7, 2003; Ord. 27058 § 6; passed Mar. 18, 2003; Ord. 26848 § 14; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 25681 § 12; passed Mar. 21, 1995; Ord. 25460 § 8; passed Mar. 22, 1994; Ord. 25076 § 5; passed Mar. 24, 1992; Ord. 24584 § 11; passed Mar. 20, 1990; Ord. 24050 § 8; passed Mar. 29, 1988; Ord. 23372 § 7; passed Apr. 16, 1985; Ord. 22951 § 7; passed Jul. 5, 1983; Ord. 22878 § 7; passed Mar. 1, 1983; Ord. 22460 § 7; passed Jul. 7, 1981; Ord. 21917 § 7; passed Dec. 11, 1979; Ord. 21566 § 7; passed Dec. 19, 1978; Ord. 20267 § 13; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.270 General time of day/off-peak service – Schedule TODG. Repealed by Ord. 25681.**

(Ord. 25681 § 13; passed Mar. 21, 1995; Ord. 25460 § 9; passed Mar. 22, 1994; Ord. 25076 § 6; passed Mar. 24, 1992; Ord. 24584 § 12; passed Mar. 20, 1990; Ord. 24050 § 9; passed Mar. 29, 1988; Ord. 23737 § 1; passed Nov. 25, 1986)

**12.06.280 Interruptible power service – Schedule IP. Repealed by Ord. 26848.**

(Ord. 26848 § 15; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 24050 § 10; passed Mar. 29, 1988; Ord. 22460 § 8; passed Jul. 7, 1981; Ord. 21917 § 8; passed Dec. 19, 1978; Ord. 20267 § 14; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

For purposes of the determination of Billing Demand in subsection 2 above, the 11 months of history shall be carried forward from the customer's previous account(s).

E. Service Conditions.

1. Power factor provision applicable.
2. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

(Ord. 28422 Ex. A; passed Apr. 4, 2017; Ord. 28285 Ex. A; passed Mar. 17, 2015; Ord. 28134 Ex. A; passed Feb. 26, 2013; Ord. 27976 Ex. A; passed Mar. 29, 2011; Ord. 27332 § 5; passed Mar. 22, 2005; Ord. 27150 § 4; passed Oct. 7, 2003; Ord. 27058 § 5; passed Mar. 18, 2003; Ord. 26848 § 13; passed Sept. 18, 2001)

**12.06.240 Primary general service – Schools – Schedule E-3. Repealed by Ord. 24584.**

(Ord. 24584 § 9; passed Mar 20, 1990; Ord. 24050 § 7; passed Mar. 29, 1988; Ord. 23372 § 6; passed Apr. 16, 1985; Ord. 22951 § 6; passed Jul. 5, 1983; Ord. 22878 § 6; passed Mar. 1, 1983; Ord. 22460 § 6; passed Jul. 7, 1981; Ord. 21917 § 6; passed Dec. 11, 1979; Ord. 21566 § 6; passed Dec. 19, 1978; Ord. 20267 § 12; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.250 Temporary general service – Schedule L. Repealed by Ord. 24584.**

(Ord. 24584 § 10; passed Mar 20, 1990; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.260 Contract industrial service – Schedule CP. Effective April 16, 2017, through March 31, 2018.**

A. Availability. For major industrial power use upon the execution of a written Power Service Agreement (Contract) with Tacoma Power, which shall require among other conditions:

1. A minimum Contract Demand (as set forth in the Contract) of not less than 8,000 kilowatts;
2. Delivery of power at one primary voltage;
3. Metering at primary voltage but in no case at less than nominal 4,160 volts;
4. Power factor adjustment to 95 percent lagging or better; and
5. Service is subject to curtailment and certain notice provisions are applicable.

B. Monthly Rate. The sum of the following power service, delivery, customer and other charges:

1. Power Service Charges:

- (a) Energy: All Contract Energy (as set forth in the Contract) measured in kilowatt-hours at \$0.030675 per kWh.
- (b) Demand: All kilowatts of Billing Demand delivered at \$4.33 per kW.
- (c) Minimum Charge: The Demand Charge.
- (d) Contract Energy Overrun: All energy measured in excess of the Contract Energy (as set forth in the Contract) is subject to a Contract Energy Overrun charge, pursuant to the following formula:

$$\text{Contract Energy Overrun Charge} = (\text{MWh} + \text{Losses}) \times (\text{THI} + \text{T}_x) \times 120\%.$$

Where: MWh = the aggregate MWh over the day the customer's total measured daily load was above the Contract Energy amount; Losses = MWh x 1.9%; THI = the highest hourly price observed on the Tacoma Hourly Index within the day of overrun; Tx = applicable BPA or successor organization, transmission rate in \$ per MWh.

- (e) Contract Demand Overrun: A Contract Demand Overrun charge shall be imposed when the total measured demand (highest 30-minute integrated demand) exceeds the Contract Demand (as set forth in the Contract). Said charge is pursuant to the following formula:

$$\text{Contract Demand Overrun Charge} = \text{MW} \times 300\% \times \text{DC}$$

Where: MW = MW of metered Demand in excess of the Contract Demand; DC = Demand Charge.

2. Delivery: All kilowatts of Billing Demand delivered at \$4.00 per kW.
3. Customer Charge: \$1,870.00 per month or any fraction thereof.
4. Exceptions:

(3) Customer Charge: \$850.00 per month or any fraction thereof.

(d) Within the City of Steilacoom:

(1) Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.

(2) Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.

(3) Customer Charge: \$850.00 per month or any fraction thereof.

(e) Within the City of University Place:

(1) Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.

(2) Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.

(3) Customer Charge: \$850.00 per month or any fraction thereof.

C. Monthly Rate (a one-step rate increase effective April 16, 2017, with a second default rate increase effective April 1, 2019, unless superseded prior to the effective date).

	Effective 4/16/2017	Effective 4/1/2019 unless superseded prior to effective date
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00
Exceptions:		
<b>Within the City of Fife</b>		
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00
<b>Within the City of Fircrest</b>		
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00
<b>Within the City of Lakewood</b>		
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00
<b>Within the City of Steilacoom</b>		
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00
<b>Within the City of University Place</b>		
Energy	\$0.039987	\$0.041691
Delivery	\$4.63	\$4.75
Customer Charge	\$1,175.00	\$1,490.00

D. Billing Demand. Determined by means of a demand meter, 30-minute interval, reset monthly. The billing demand shall be the higher of:

1. The highest measured demand for the month adjusted for power factor, or
2. 60 percent of the highest measured demand occurring during any of the preceding 11 months after adjustment for power factor.

1. At the option of Tacoma Power, primary metering may be installed where the service transformers aggregate 500 kVA or more.
2. At the option of Tacoma Power, a customer may be transferred to a non-demand metered rate if the customer's actual demand has not exceeded 50 kilovolt amperes in the prior 24-month period.
3. Power factor provision applicable.
4. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

(Ord. 28422 Ex. A; passed Apr. 4, 2017; Ord. 28285 Ex. A; passed Mar. 17, 2015; Ord. 28134 Ex. A and Ex. B; passed Feb. 26, 2013; Ord. 27976 Ex. A and Ex. B; passed Mar. 29, 2011; Ord. 27332 § 4; passed Mar. 22, 2005; Ord. 27150 § 3; passed Oct. 7, 2003; Ord. 27058 § 4; passed Mar. 18, 2003; Ord. 26848 § 12; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 25681 § 11; passed Mar. 21, 1995; Ord. 25460 § 7; passed Mar. 22, 1994; Ord. 25076 § 4; passed Mar. 24, 1992; Ord. 24584 § 7; passed Mar. 20, 1990; Ord. 24050 § 5; passed Mar. 29, 1988)

**12.06.220 Primary general service – Agencies – Schedule E-2. Repealed by Ord. 24584.**

(Ord. 24584 § 8; passed Mar 20, 1990; Ord. 24050 § 6; passed Mar. 29, 1988; Ord. 23372 § 5; passed Apr. 16, 1985; Ord. 22951 § 5; passed Jul. 5, 1983; Ord. 22878 § 5; passed Mar. 1, 1983; Ord. 22460 § 5; passed Jul. 7, 1981; Ord. 21917 § 5; passed Dec. 11, 1979; Ord. 21566 § 5; passed Dec. 19, 1978; Ord. 20267 § 10; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.225 High voltage general service – Schedule HVG. Effective April 16, 2017, through March 31, 2018.**

A. Availability. For general power use where a demand meter is installed and where a customer served does not require the use of Tacoma Power’s distribution facilities other than substation transformation. Customers over 8 Megawatts who do not have a Power Service Agreement (Contract) with Tacoma Power will take service under TMC 12.06.215 General Service. A Power Service Agreement (Contract) with Tacoma Power is required for customers who begin taking service under TMC 12.06.225 High voltage general service after April 16, 2017. For customers who provide all of their own transformation from Tacoma Power’s transmission system voltage, a credit of 24.00 percent will be applicable to the delivery charge.

High voltage general service customers shall be billed the following rates under Subsection 12.06.225.B (a two-step rate increase effective April 16, 2017 and April 1, 2018) unless the Customer files by April 21, 2017, a written notice in a form approved by Tacoma Power that irrevocably elects to be billed under the alternative rates under Subsection 12.06.225.C (a one-step rate increase effective April 16, 2017 with a second default rate increase effective April 1, 2019, unless superseded prior to the effective date).

B. Monthly Rate: The sum of the following energy, delivery and customer charges:

1. Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.
2. Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.
3. Customer Charge: \$850.00 per month or any fraction thereof.
4. Exceptions:
  - (a) Within the City of Fife:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.
    - (2) Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.
    - (3) Customer Charge: \$850.00 per month or any fraction thereof.
  - (b) Within the City of Fircrest:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.
    - (2) Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.
    - (3) Customer Charge: \$850.00 per month or any fraction thereof.
  - (c) Within the City of Lakewood:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.038295 per kWh.
    - (2) Delivery: All kilowatts of Billing Demand delivered at \$4.51 per kW.

Power must exceed 50 kilovolt amperes or total connected load as estimated by Tacoma Power must exceed 65 kilowatts upon initial service energization.

For customers providing all their own transformation from Tacoma Power's distribution system voltage, a discount for transformer investment and maintenance will be provided by reducing the monthly bill by 0.8 percent. For customers metered on the primary side of a transformer, a discount for transformer losses will be provided by reducing the monthly bill by 1 percent. These discount percentages are additive, and not compounded.

B. Monthly Rate. The sum of the following energy, delivery, and customer charges:

1. Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
2. Delivery: All kilowatts of Billing Demand delivered at \$7.91 per kW.
3. Customer Charge: \$63.00 per month or any fraction thereof.

4. Exceptions:

(a) Within the City of Fife:

- (1) Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
- (2) Delivery: All kilowatts of Billing Demand delivered at \$7.91 per kW.
- (3) Customer Charge: \$63.00 per month or any fraction thereof.

(b) Within the City of Fircrest:

- (1) Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
- (2) Delivery: All kilowatts of Billing Demand delivered at \$7.91 per kW.
- (3) Customer Charge: \$63.00 per month or any fraction thereof.

(c) Within the City of Lakewood:

- (1) Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
- (2) Delivery: All kilowatts of Billing Demand delivered at \$7.91 per kW.
- (3) Customer Charge: \$63.00 per month or any fraction thereof.

(d) Within the City of Steilacoom:

- (1) Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
- (2) Delivery: All kilowatts of Billing Demand delivered at \$7.91 per kW.
- (3) Customer Charge: \$63.00 per month or any fraction thereof.

(e) Within the City of University Place:

- (1) Energy: All energy measured in kilowatt-hours at \$0.042964 per kWh.
- (2) Delivery: All Kilowatts of Billing Demand delivered at \$7.91 per kW.
- (3) Customer Charge: \$63.00 per month or any fraction thereof.

C. Billing Demand. Determined by means of a demand meter, 30-minute interval, reset monthly. The Billing Demand shall be the highest of:

1. The highest measured demand for the month adjusted for power factor;
2. 60 percent of the highest measured demand occurring during any of the preceding 11 months after adjustment for power factor; or
3. 100 percent of the standby capacity.

For purposes of the determination of Billing Demand in subsection 2 above, the 11 months of history shall be carried forward from the customer's previous account(s).

D. Standby Capacity. That amount of power requested by written application or estimated by the Director to be made continuously available for exclusive use of the customer.

E. Service Conditions.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.

(3) Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.

(d) Within the City of Steilacoom:

(1) Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.

(3) Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.

(e) Within the City of University Place:

(1) Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.

(3) Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.

C. Service Conditions.

1. The maximum allowable total connected motor rating is 7.5 horsepower (5.6 kilowatts) exclusive of motors of 1/4 horsepower and under for standard plug-in applications.

2. At the option of Tacoma Power, a customer may be transferred to a demand metered rate if the customer's actual demand has exceeded 50 kilovolt amperes at least three times in the prior 24-month period.

3. Power factor provision applicable.

4. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

(Ord. 28422 Ex. A; passed Apr. 4, 2017; Ord. 28285 Ex. A; passed Mar. 17, 2015; Ord. 28134 Ex. A and Ex. B; passed Feb. 26, 2013; Ord. 27976 Ex. A and Ex. B; passed Mar. 29, 2011; Ord. 27604 § 1; passed Apr. 17, 2007; Ord. 27332 § 3; passed Mar. 22, 2005; Ord. 27150 § 2; passed Oct. 7, 2003; Ord. 27058 § 3; passed Mar. 18, 2003; Ord. 26848 § 11; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 25681 § 10; passed Mar. 21, 1995; Ord. 25460 § 6; passed Mar. 22, 1994; Ord. 25076 § 3; passed Mar. 24, 1992; Ord. 24584 § 3; passed Mar. 20, 1990; Ord. 24050 § 2; passed Mar. 29, 1988; Ord. 23372 § 2; passed Apr. 16, 1985; Ord. 22951 § 2; passed Jul. 5, 1983; Ord. 22878 § 2; passed Mar. 1, 1983; Ord. 22460 § 2; passed Jul. 7, 1981; Ord. 21917 § 2; passed Dec. 11, 1979; Ord. 21566 § 2; passed Dec. 19, 1978; Ord. 20267 § 5; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.180 Commercial all-electric cooking, baking and water heating rate – Schedule C. Repealed by Ord. 24584.**

(Ord. 24584 § 4; passed Mar 20, 1990; Ord. 20267 § 6; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.190 General commercial service – Schedule C. Repealed by Ord. 24584.**

(Ord. 24584 § 5; passed Mar 20, 1990; Ord. 24050 § 3; passed Mar. 29, 1988; Ord. 23372 § 3; passed Apr. 16, 1985; Ord. 22951 § 3; passed Jul. 5, 1983; Ord. 22878 § 3; passed Mar. 1, 1983; Ord. 22460 § 3; passed Jul. 7, 1981; Ord. 21917 § 3; passed Dec. 11, 1979; Ord. 21566 § 3; passed Dec. 19, 1978; Ord. 20267 § 7; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.210 General service – Schedule E-1. Repealed by Ord. 24584.**

(Ord. 24584 § 6; passed Mar 20, 1990; Ord. 24050 § 4; passed Mar. 29, 1988; Ord. 23372 § 4; passed Apr. 16, 1985; Ord. 22951 § 4; passed Jul. 5, 1983; Ord. 22878 § 4; passed Mar. 1, 1983; Ord. 22460 § 4; passed Jul. 7, 1981; Ord. 21917 § 4; passed Dec. 11, 1979; Ord. 21566 § 4; passed Dec. 19, 1978; Ord. 20267 § 9; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.215 General service – Schedule G. Effective April 16, 2017, through March 31, 2018.**

A. Availability. For general power use where a demand meter is installed, for standby capacity to customers generating all or a part of their electric power requirements, and for intermittent use. The customer's actual demand as determined by Tacoma

does not exceed 150 percent of the poverty guidelines established by the U.S. Department of Health and Human Services (or its successor agency) as computed annually and published in the Federal Register for the number of individuals in the household; and

2. Are a single occupant or the head of a household or the spouse of the head of the household; and
3. Reside in the dwelling unit; and
4. Are billed or are the spouse of a person billed by Tacoma Power; and
5. Customers who have been certified eligible by the authorized administering agency on or before March 31, 2003, and who have an active City of Tacoma Department of Public Utilities (d.b.a. Tacoma Public Utilities) utility account (prior to said date) shall be grandfathered pursuant to the prior income eligibility criteria until such account closes. If a customer closes the active account and does not reestablish a new account within ten business days, or if a customer has never applied for the discount rate, then the customer must apply in accordance with the hereinabove criteria. Eligibility shall be certified by Tacoma Power in conjunction with the appropriate authorized administering organization. Each applicant may be contacted regarding weatherization services.

C. Monthly Rate. 70 percent of the monthly bill as calculated under Section 12.06.160 of the Tacoma Municipal Code, known as Residential Service - Schedule A-1.

D. Service Conditions.

1. Where load conditions warrant, three-phase electric service may be made available by prior written agreement.
2. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

(Ord. 27971 Ex. A; passed Feb. 8, 2011; Ord. 27332 § 2; passed Mar. 22, 2005; Ord. 27058 § 2; passed Mar. 18, 2003; Ord. 26848 § 10; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 25460 § 5; passed Mar. 22, 1994; Ord. 25076 § 2; passed Mar. 24, 1992; Ord. 24584 § 2; passed Mar. 20, 1990)

**12.06.170 Small general service – Schedule B. Effective April 16, 2017, through March 31, 2018.**

A. Availability. For nonresidential lighting, heating, and incidental power uses where a demand meter may be installed. Also for nonresidential incidental power uses where a meter is not installed. The customer's actual demand as determined by Tacoma Power may not exceed 50 kilovolt amperes or total connected load as estimated by Tacoma Power may not exceed 65 kilowatts upon initial service energization.

B. Monthly Rate. The sum of the following energy, delivery and customer charges:

1. Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.
2. Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.
3. Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.
4. Exceptions:
  - (a) Within the City of Fife:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.
    - (2) Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.
    - (3) Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.
  - (b) Within the City of Fircrest:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.
    - (2) Delivery: All energy delivered in kilowatt-hours at \$0.034587 per kWh.
    - (3) Customer Charge: \$20.75 per month or any fraction thereof for all but unmetered services; \$16.10 per month or any fraction thereof for unmetered services.
  - (c) Within the City of Lakewood:
    - (1) Energy: All energy measured in kilowatt-hours at \$0.043549 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.

(3) Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

(b) Within the City of Fircrest:

(1) Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.

(3) Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

(c) Within the City of Lakewood:

(1) Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.

(3) Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

(d) Within the City of Steilacoom:

(1) Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.

(3) Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

(e) Within the City of University Place:

(1) Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.

(2) Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.

(3) Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

D. Service Conditions.

1. Where load conditions warrant, three-phase electric service may be made available by prior written agreement.

2. Applicable provisions of the Tacoma Municipal Code, General Provisions, and Customer Service Policies governing the sale of electric energy shall apply.

(Ord. 28422 Ex. A; passed Apr. 4, 2017; Ord. 28285 Ex. A; passed Mar. 17, 2015; Ord. 28134 Ex. A and Ex. B; passed Feb. 26, 2013; Ord. 27976 Ex. A and Ex. B; passed Mar. 29, 2011; Ord. 27332 § 1; passed Mar. 22, 2005; Ord. 27150 § 1; passed Oct. 7, 2003; Ord. 27058 § 1; passed Mar. 18, 2003; Ord. 26848 § 9; passed Sept. 18, 2001; Ord. 26628 § 1; passed May 16, 2000; Ord. 25681 § 9; passed Mar. 21, 1995; Ord. 25460 § 4; passed Mar. 22, 1994; Ord. 25076 § 1; passed Mar. 24, 1992; Ord. 24584 § 1; passed Mar. 20, 1990; Ord. 24050 § 1; passed Mar. 29, 1988; Ord. 23703 § 1; passed Sept. 23, 1986; Ord. 23473 § 1; passed Sept. 24, 1985; Ord. 23372 § 1; passed Apr. 16, 1985; Ord. 23277 § 1; passed Oct. 23, 1984; Ord. 23093 § 1; passed Dec. 27, 1983; Ord. 23061 § 1; passed Nov. 22, 1983; Ord. 22951 § 1; passed Jul. 5, 1983; Ord. 22878 § 1; passed Mar. 1, 1983; Ord. 22460 § 1; passed Jul. 7, 1981; Ord. 21917 § 1; passed Dec. 11, 1979; Ord. 21566 § 1; passed Dec. 19, 1978; Ord. 20267 § 4; passed Dec. 17, 1974; Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.165 Low-income senior and/or low-income disabled discount residential service – Schedule A-2.**

A. Availability. Available for domestic purposes in residences, apartments, duplex houses and multiple family dwellings.

B. Applicability. To single residences and individually metered apartments. To Tacoma Power customers who:

1. (a) Are 62 years of age or older, and have a maximum household annual income of not more than 150 percent of the poverty guidelines established by the U.S. Department of Health and Human Services (or its successor agency) as computed annually and published in the Federal Register; or

(b) Receive Supplemental Security Income pursuant to 42 USC Sections 1381 through 1383; or

(c) Are disabled and receive income from a disability program as a result of a disability that prevents working consistent with the requirements of 42 USC Section 401 et seq. and whose annual household income, together with all household members,

B. Where it is found that current is being diverted illegally the service shall be discontinued immediately and shall remain disconnected until the conditions under subsection C following, have been satisfied.

C. The agent, the tenant or the owner of the premises to which current has been diverted has:

1. Caused the service entrance to be rewired to meet satisfactorily the present code requirements.
2. Satisfied any and all payments for service then due including a bill rendered by the City to recover the loss for power and energy diverted and all costs of investigation.

D. The civil remedies set forth herein are in addition to all other civil or criminal remedies available under State law, including but not limited to RCW 80.28.240 and/or RCW Title 9A, this Code, or Customer Services Policies adopted hereunder.

(Ord. 25460 § 2; passed Mar. 22, 1994: Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.140 Tampering and injury to City equipment.**

A. It shall be unlawful for any person, other than a duly authorized employee of the Department acting under the authority of the Director to connect any house, premises, wires or appliances with the City's electric circuits for the purpose of securing the electric current therefrom, or for any other purpose whatever. If such unlawful action is taken, the Department shall have the right to disconnect the service at the service source and demand a minimum restoration fee as set forth in City Code Section 12.01.010 plus all other unpaid charges owing the Department.

B. If the seal on the City's meter is broken, or the meter from any cause does not properly register, or any other evidence of energy having been used illegally is found, the Director shall charge the customer, or the owner of the premises when there is no current customer of utility services, with an energy consumption estimate along with all costs associated with the investigation and resealing of the meter.

C. The civil remedies set forth herein are in addition to all other civil or criminal remedies available under State law, including but not limited to RCW 80.28.240 and/or RCW Title 9A, this Code, or Customer Service Policies adopted hereunder.

(Ord. 28422 Ex. A; passed Apr. 4, 2017: Ord. 25681 § 8; passed Mar. 21, 1995: Ord. 25460 § 3; passed Mar. 22, 1994: Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.150 City not liable for damages.**

A. The City shall not be liable for damages nor will allowances be made for loss of production, sales or service; in case of abnormal voltage, frequency or current variations, or in case the operations of the City's source of power or means of distribution fails or is curtailed, suspended, interrupted or interfered with; for any cause reasonably beyond its control. Such failure, curtailment, suspension, interruption or interference shall not be held to constitute a breach of contract on the part of the City, or in any way affect any liability for payment for power made available or for money due on or before the date on which such failure or interference occurred. The customer shall notify the Department as soon as possible in case of such failure of or interference with the City's electric service.

B. If electrical service is left on between customers as a benefit to the customer, the Department, or both, or the service is discontinued for "nonpayment" or "no contract," the Department shall not be liable for damages incurred to the property because of such actions.

(Ord. 19320 § 2; passed Apr. 6, 1971)

**12.06.160 Residential service – Schedule A-1. Effective April 16, 2017, through March 31, 2018.**

A. Availability. Available for domestic purposes in residences, apartments, duplex houses and multiple family dwellings.

B. Applicability. To single residences, individually metered apartments and per apartment for collectively metered apartments.

C. Monthly Rate. The sum of the following energy, delivery and customer charges:

1. Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.
2. Delivery: All energy delivered in kilowatt-hours at \$0.034435 per kWh.
3. Customer Charge: \$13.50 per month, or any fraction thereof, for all but collectively metered apartments; \$11.00 per month, or any fraction thereof, for collectively metered apartments.

4. Exceptions:

(a) Within the City of Fife:

(1) Energy: All energy measured in kilowatt-hours at \$0.042437 per kWh.

## Chapter 12.10

## WATER - REGULATIONS AND RATES

## Sections:

- 12.10.010 Rules established.
- 12.10.020 Definitions.
- 12.10.030 Water service inside/outside City limits.
- 12.10.035 Ability to supply water within City limits.
- 12.10.040 Application for service.
- 12.10.045 Services and meters.
- 12.10.050 Establishment of service account and request for turn-on.
- 12.10.060 Billing.
- 12.10.110 Turn-on and/or - Unauthorized use.
- 12.10.115 Turn-off, turn-on - Responsibility and liability.
- 12.10.120 Turn-off, turn-on - Condemned buildings.
- 12.10.125 Damage of water service installation.
- 12.10.130 Termination of service.
- 12.10.150 Interruption of service.
- 12.10.170 Ownership of water mains and appurtenances.
- 12.10.180 Operation of private water systems.
- 12.10.200 Private contract charges.
- 12.10.220 Cross connections.
- 12.10.250 Water service construction charges.
- 12.10.275 Property-side (private) in public rights-of-way.
- 12.10.300 Fire hydrant installation and relocation.
- 12.10.301 Fire hydrant services fee (inside City of Tacoma).
- 12.10.302 System capacity flow testing.
- 12.10.303 Franchise hydrant service fee (outside City of Tacoma).
- 12.10.305 Fire hydrant use (non-fire fighting).
- 12.10.310 System development charge (“SDC”).
- 12.10.315 Water main charge.
- 12.10.350 Premises not abutting a permanent water main.
- 12.10.400 Rates - Inside and outside City limits.
- 12.10.485 City not liable for damages.
- 12.10.490 Protection of public health.
- 12.10.495 South Tacoma Groundwater Protection.
- 12.10.500 Waivers - By Superintendent.
- 12.10.505 Customer service policies - Additional rules and regulations.
- 12.10.515 Violations - Penalties - Enforcement.
- 12.10.520 Severability.
- 12.10.525 Interference with and/or damage to City water system.

**12.10.010 Rules established.**

This chapter is established for the regulation of water utility service by the municipal water supply system of the City of Tacoma.

(Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.020 Definitions.**

For purposes of this chapter, the following words or phrases shall have the meaning set forth herein below:

“Actual cost” or “cost” of any work performed for any person or other agency or City department by the Division includes the direct cost of all labor plus fringe benefits, the direct cost of all materials plus materials overhead, the direct cost of equipment used in connection with the work, all other direct costs incurred in connection with the work, plus administrative and supervisory cost.

“Accessory dwelling unit” refers to a second subordinate dwelling added to a single-family dwelling on a single parcel of property with provisions for independent cooking, living, sanitation, and sleeping.

“Assessable unit of frontage” is defined as set forth in Chapter 35.44 of the Revised Code of Washington (or as amended).

“Authorized deposit waiver” means an approved option for residential and commercial customers to waive paying a deposit, which is normally required for electric, water, and/or commercial solid waste customers who do not meet the established criteria, as defined in the Tacoma Public Utilities Customer Service Policies. Waiver options are available for home or property owners; customers who are purchasing the property and/or home; and customers who are renting, leasing, or leasing with an option to purchase the property.

“Board” means the Public Utility Board of the Department of Public Utilities of the City of Tacoma.

“CCF” means 100 cubic feet of water (one unit or approximately 748 gallons).

“City” means the City of Tacoma.

“Commercial service” means water service to a business or businesses engaged in the manufacture and/or sale of a commodity or commodities, or the rendering of a service, including hotels, motels, hospitals, and schools.

“Contract business partner” refers to the person or persons who have sole financial responsibility with the City.

“Council” means the City Council of the City of Tacoma.

“County” means the county in which service is being provided.

“Cross connection” is any actual or potential physical connection between a public water system or the consumer’s water system and any source of non-potable liquid, solid, or gas that could contaminate the potable water supply by backflow.

“Customer” means all persons obtaining water service from the Division.

“Customer Service Policies” means the Customer Service Policies for the Division, as may be amended.

“Director” means the Director of the Department of Public Utilities of the City of Tacoma.

“Division” means the Water Division of the Department of Public Utilities of the City of Tacoma, and may also include the Department of Public Utilities.

“Fraud” means any act to deceive or defraud the Division including, but not limited to, false identity, failure to provide verifiable identification or obtaining water service and not making appropriate payments for said service.

“Frontage” refers to “frontage of property served” and shall mean the front footage of property to be served, or the short buildable side (50 LF minimum) abutting the water main. For properties not abutting the main, it shall mean the shortest buildable side (50 LF minimum).

“Industrial service” means water service to a business enterprise engaged in the manufacture of products, materials, equipment, machinery, and supplies on a substantial or major scale.

“Multiple dwelling units” means residential duplexes, triplexes, fourplexes, apartment buildings, condominiums, mobile home parks, trailer courts, or similar types of multiple dwelling unit arrangements on one parcel of land.

“Parks and irrigation service” means water service to a public park or irrigation customer with seasonal use for recreational, landscaping, and horticultural purposes or other similar uses. Irrigation shall include outdoor residential and commercial sprinkler services.

“Person” means all persons and all private and public entities, including districts, cities, towns, counties, and political subdivisions of the state, Native American tribes, partnerships, and corporations, whether acting by themselves or by a servant, agent, or employee. The singular number shall be held and construed to include the plural and the masculine pronoun to include the feminine.

“Premises” means public or private property, home, building, apartment house, condominium, trailer court, mobile home park, a group of adjacent buildings utilized under one ownership on one parcel of property and under a single control with respect to use of water and responsibility for payment therefor.

“Regular working hours” means 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays.

“Residential service” means water service to a single-family or multi-family dwelling using water for domestic use, or a single-family dwelling permitted to operate a business on the same premises.

“Service installation” means all piping and fittings from the main to and including the water meter assembly. All piping beyond the meter assembly is the customer's responsibility and is not considered a part of the service installation.

“Superintendent” means the Superintendent of the Water Division of the Department of Public Utilities of the City of Tacoma.

“System” means all water source, supply, and quality facilities, transmission pipelines and storage facilities, pumping plants, distribution mains and appurtenances, vehicles, and materials storage facilities.

“Tampering” means to alter, hinder, or obstruct the operation or maintenance of any water facility(ies) and/or their appurtenance(s), or failure to take reasonable care when operating any water facility(ies) and/or their appurtenance(s).

“Temporary water service” means water service obtained from a water main not abutting the parcel served or from a transmission or supply pipeline, or any main 2” or less in diameter.

“Treasurer” means the City Treasurer of the City of Tacoma.

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 27570 § 1; passed Dec. 19, 2006; Ord. 27522 § 1; passed Aug. 29, 2006; Ord. 27299 § 1; passed Dec. 7, 2004; Ord. 26800 § 1; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

#### **12.10.030 Water service inside/outside City limits.**

These regulations are applicable to the Division and its customers both inside and outside the City limits, except as provided in Section 12.10.400 (Rates - Inside and outside City limits), or as otherwise specifically delineated.

(Ord. 26048 § 1; passed Mar. 25, 1997)

#### **12.10.035 Ability to supply water within City limits.**

All persons wishing to construct any residential premises within the City limits shall be supplied with residential service by the Division subject to the provisions of this chapter and pursuant to RCW 19.27.097.

(Ord. 26048 § 1; passed Mar. 25, 1997)

#### **12.10.040 Application for service.**

Applications for water service, hydrant permits, and work to be performed by the Division's staff shall be made at the Division's Permit Counter in the Public Utilities Administration Building or at such other place or places as the Superintendent may designate, by the owner or authorized agent. The application, when approved by the Division, shall constitute a contract whereby the applicant agrees as a condition of water service to comply with this chapter and the rules and regulations of the Division referred to in this chapter or as the same may be revised or amended by the Division from time to time.

(Ord. 27522 § 2; passed Aug. 29, 2006; Ord. 26048 § 1; passed Mar. 25, 1997)

#### **12.10.045 Services and meters.**

Each premises shall be served water by a Division-installed, separate water service and meter.

The Superintendent shall have the right to refuse or discontinue water service in any situation where it is discovered that applicable codes or City standards have not been satisfied.

Each new water service connection shall require payment of the water service construction charge in accordance with Section 12.10.250 and system development charge in accordance with Section 12.10.310. Premises that have not contributed to the cost of a permanent distribution water main shall also pay the applicable water main charge in accordance with Section 12.10.315 or 12.10.350.

(Ord. 26800 § 2; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

#### **12.10.050 Establishment of service account and request for turn-on.**

A turn-on charge, as set forth in Chapter 12.01 of this code, will establish a service account.

The customer shall be responsible for all charges on the account. The account shall remain active and accrue charges until the customer notifies the Department's Customer Service Section to close or turn off the meter or account, unless the account is delinquent. Water surcharge accounts and fire service accounts cannot be closed without Water Division authorization.

The person establishing a water service account shall be required to make a cash deposit or meet one of the authorized deposit waiver options with the City Treasurer as set under Utility Board resolution. Such deposit may be applied upon delinquent bills owed the City Division and shall be applied to that portion first incurred. A change in the amount of the deposit or security may be required of any customer who changes his or her status of service. The acceptance of a cash deposit or security by the City shall not constitute a bar to the enforcement of the City's lien or termination rights.

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 27522 § 3; passed Aug. 29, 2006; Ord. 26800 § 3; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.060 Billing.**

The Director shall cause a bill to be rendered to each customer for water services rendered during the preceding period. The utility bill shall become due and payable at the City Treasurer's office or at such other places designated by the Director, within 15 days from the date an invoice is issued per TMC 12.01.030 and shall become delinquent thereafter. The Water Division shall compute any amounts due under TMC 12.10 by carrying the computation to the third decimal place and rounding to a whole cent using a method that rounds up to the next cent whenever the third decimal place is greater than four. Any invoice that becomes delinquent shall be subject to a late payment fee as set forth in TMC 12.01.030.

(Ord. 28160 Ex. A; passed July 9, 2013; Ord. 28133 Ex. A; passed Feb. 26, 2013; Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 4; passed Aug. 29, 2006; Ord. 26800 § 4; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.110 Turn-on and/or Unauthorized use.**

A. If water service, with an established service account, is turned off by the Division for cause and later the water service to said premises is turned on without Division approval, upon discovery, a penalty of \$100 shall be assessed and said water service may be disconnected by the Division at the water main in the street.

B. Unauthorized use and/or tampering with any division appurtenance (except for fire hydrants which are covered in Section 12.10.305) may result in, a penalty of \$500 being assessed. If unauthorized use or tampering involves a water service and/or meter then said service may be disconnected by the Division at the water main in the street. Penalty is in addition to any fees for repair of damages as noted in Section 12.10.125.

Water service will not be reconnected in either subsection A or subsection B above until: (1) payment for all water consumed to date and the monthly meter charges as established or estimated by the division are made to the City; (2) the Division costs incurred related to disconnecting and reconnecting the service pipe are paid; and (3) the Division costs incurred related to repairing customer-caused damages are paid per Section 12.10.125.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 2; passed Dec. 19, 2006; Ord. 27522 § 5; passed Aug. 29, 2006; Ord. 26800 § 5; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.115 Turn-off, turn-on – Responsibility and liability.**

The City shall not be liable for any damage to any person or property that may result from the turn-off or turn-on of the water service or from the service being left on when the premises may be unoccupied.

By requesting water service from the City, the customer assumes the responsibility for the flow and use of the water on his or her premises. Therefore, if water is desired to be turned off during remodeling, periods of freezing, or for other reasons, the customer agrees to turn off the water at the valve on his or her premises and the Division's turn-off valve shall not be relied upon for said purposes.

A customer's unpaid water service charges, penalties, and any cost to repair customer-caused damages to the water meter and appurtenances shall be paid at the time of application for turn-on, or a satisfactory arrangement for payment made with the City before water service to the premises is turned on.

(Ord. 26800 § 6; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.120 Turn-off, turn-on – condemned buildings.**

Whenever a premises supplied with water has been found by the appropriate authorities to be unsafe, dangerous to human life or unfit for human habitation, and notice of such finding has been received by the Division from said authorities, the Superintendent shall cause the domestic water service to such premises to be turned off. Water service to such premises shall not be restored until the owner and/or agent has secured a release or clearance from said authorities.

(Ord. 27570 § 3; passed Dec. 19, 2006; Ord. 26048 § 1; passed Mar. 25, 1997; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.125 Damage of water service installation or Division facilities.**

The contract business partner will be liable to the Division for damages to the water service installation and any damages that are caused directly or indirectly as a result of its actions.

The cost to repair damages shall be paid prior to reconnection as set forth below:

	Effective 1/19/2009
1" Meter & smaller	\$200
1-1/2" Meter & larger	Actual Cost (Time & Material)
Other than Meters (i.e. hydrant, main, blowoff)	Actual Cost (Time & Material )

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 4; passed Dec. 19, 2006: Ord. 27522 § 6; passed Aug. 29, 2006)

**12.10.130 Termination of service.**

Delinquency and nonpayment of one or more water service charges or customer-caused damage to the water meter and appurtenances shall be sufficient cause for termination of service by turning off the water service or reducing the flow of water to the premises. Water service shall not be turned on again until all costs incurred by the Division, plus charges and penalties are paid, or satisfactory arrangements for payment of delinquent charges and penalties has been made with the Division.

In accordance with Section 12.10.495, the Superintendent may discontinue water service to a customer determined to be in violation of the applicable provisions of the South Tacoma Groundwater Protection District (TMC 13.09).

Upon discovery of fraud, water service shall be terminated immediately and shall not be restored until the matter is resolved satisfactory to the Superintendent, or his or her designee.

All charges for water or water service shall be the personal obligation of the customer applying for or signing for and/or receiving such service and, in addition thereto, the City shall have all the lien rights granted by state laws against the premises where such service is furnished. The Superintendent shall have the absolute authority, except as limited by said state laws, to refuse to furnish service to, to discontinue service to, or to refuse to resume service to any applicant or customer on account of the failure to pay delinquent bills owing the City by such person, whether such bills cover service at the premises sought to be served or other locations.

In addition to the other authority in this chapter (or other laws) to discontinue water service or reduce flow to a customer, the Superintendent, or his or her designee, is hereby authorized to discontinue or reduce flow to a customer's premises when the customer fails to make a cash deposit or meet one of the authorized deposit waiver options with the City Treasurer as approved by Utility Board resolution.

Except as set forth in TMC 12.10.130 and 12.10.150, termination of water service to a premises shall not occur until:

1. The City has provided or attempted to provide the customer reasonable notice of the intent to terminate water service; and
2. The customer has been offered the opportunity of a hearing before a hearing officer, with the exception of Health Department directed orders which are undisputable.

Reasonable notice may be accomplished by mailing such notice to the customer using the United States Postal Service.

(Ord. 27570 § 5; passed Dec. 19, 2006: Ord. 27522 § 7; passed Aug. 29, 2006: Ord. 27299 § 2; passed Dec. 7, 2004: Ord. 27024 § 1; passed Dec. 10, 2002: Ord. 26800 § 7; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.150 Interruption of service.**

A. In case of emergency, risk of damage to property, either public or private, or whenever public health, safety, or equitable distribution or conservation due to water shortage demands, the Director or Superintendent may authorize the Division to change, reduce or limit the time for, or temporarily discontinue the use of water for any or all customers. The water service may also be temporarily interrupted during the time necessary for purposes of making repairs, extensions, or doing other necessary work on the system. Before so requiring the changing, reducing, limiting or temporary discontinuance of the use of water, the Division will attempt to notify, insofar as practicable, all water customers affected. The City shall not be responsible for any damage resulting from any interruption, change, or failure of the water supply.

B. The Public Utility Board is authorized to approve, adopt, and/or amend a Water Shortage Response Plan ("Plan") applicable to all classes of customers, which Plan is consistent with the standards in this section. Any person who violates the adopted Plan or directives issued pursuant to the Plan, including a wholesale customer who fails to adopt similar use limitations, shall be subject to immediate reduction or discontinuance of service by the Division without notice or a hearing opportunity. All Water Shortage Response Plans previously adopted by the Public Utility Board are hereby approved and ratified.

(Ord. 27522 § 8; passed Aug. 29, 2006: Ord. 27299 § 3; passed Dec. 7, 2004: Ord. 26800 § 7; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.170 Ownership of water mains and appurtenances.**

The Division shall own, operate, and maintain all Division approved and accepted water mains and related appurtenances in established city, county, and state rights-of-way or other utility rights-of-way, including recorded easements. Any person responsible for the construction of such mains and related appurtenances shall transfer ownership to the Division upon final acceptance. No one may operate, remove, change, or connect to any part thereof without the approval of the Division.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 9; passed Aug. 29, 2006: Ord. 27299 § 4; passed Dec. 7, 2004: Ord. 26800 § 8; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.180 Satellite system management.**

The Division may operate and maintain private distribution mains and other water system components outside of its service area in conjunction with its own facilities, provided an approved agreement has been entered into between the Division and the owners of such mains and components.

(Ord. 26800 § 9; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.200 Private contract charges.**

Extension of a permanent water main may be constructed by private contract. The developer of the privately financed project will be responsible for all costs and expenses incurred by the Division for preparation of plans and specifications, construction inspection, testing, flushing, sampling of the mains, and other related work necessary to complete the new water main construction to Division standards and specifications. The engineering charge for the preparation of plans and specifications will be estimated by the Division and will include all applicable permit fees. The developer will be required to pay a deposit in the amount of the estimated cost and sign an agreement acknowledging that they are responsible to pay all actual time and materials costs associated with the project. The actual costs for the work will be billed against the developer's deposit. Should the actual costs for engineering the project exceed the deposit amount; the developer will be required to pay the balance prior to receiving the plans and specifications. Prior to construction, a second deposit in the estimated amount for construction inspection, testing, sampling and hydrant painting will be due to the Division. Upon completion of the project, the developer will either be refunded the unused amount of the deposit or billed for the cost overrun. Included in the deposits described above is a \$50 per fire hydrant in the project for painting.

The developer will be responsible for protecting Division facilities, including yokes and boxes, until final acceptance by the Division. After final acceptance of the project, the responsibility for the stub, yoke, box, and meter will belong to each property owner who will be charged accordingly for any damage.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 10; passed Aug. 29, 2006: Ord. 27024 § 2; passed Dec. 10, 2002: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.220 Cross connections.**

The installation or maintenance of any uncontrolled cross connection that may endanger the quality of the public water supply of the City is prohibited. Any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be abated immediately. The control and/or elimination of cross connections shall be in accordance with the applicable sections of the Washington Administrative Code ("WAC") the Tacoma Municipal Code, and the Policies and/or procedures approved by the Division. Failure to comply with Division cross connection control requirements may result in a penalty of \$100 per occurrence, installation of an approved backflow prevention assembly at the water meter at the expense of the customer, and/or termination of water service. For purposes of this section, an occurrence is defined as failure to install, test, repair, and/or replace a required backflow prevention assembly upon written notification by the Division. Responsibility for backflow assembly testing and payment of all penalties and/or fees are the responsibility of the customer receiving the water service per the Division's utility account billing information. These penalties are intended for remedial purposes.

1. Application of civil penalties may be repeated until compliance is achieved up to a maximum of five penalties.
2. The Customer shall be given written notification by the Division:
  - a. Prepared and sent by first-class mail to the Person receiving the water service per the Division's utility account billing information; or
  - b. Personally served upon the Person receiving the water service per the Division's utility account billing information; or
  - c. Posting of the written notice on the Parcel in a conspicuous manner which is likely to be discovered.
3. The Customer shall be given a minimum of 14 calendar days to respond or comply with Division requirements prior to each penalty.

The Division will assign a test due date for each backflow prevention assembly and will make every effort to provide notice to the customer of the testing due date. Annual backflow assembly testing will be required by the Division established due date regardless of the actual date previous tests were performed.

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 11; passed Aug. 29, 2006; Ord. 26800 § 11; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.250 Water service construction charges.**

All water service installations shall be constructed by the Division. For all service installations, the owner or applicant shall pay in advance the fixed charge or a deposit in the amount of the Division's estimated cost for the proposed work. For all estimated work the requestor will be required to sign a time and materials agreement noting their acceptance of the responsibility to pay the actual charges. The amount charged for work performed on an estimated basis will be actual costs to the Division, including overhead cost of installation of Automated Meter Reading ("AMR") equipment when applicable. If the actual cost is less than the estimated cost, the customer will be refunded the difference. Should the cost of the installation exceed the deposit amount, the additional amount will be billed to the customer that signed the time and materials agreement accepting the responsibility for actual charges. Failure to pay charges may result in, but not be limited to, termination of water service.

All required City, county, state, and/or other permits and fees are in addition to the charges listed below.

A. Water service construction charges on existing mains shall be as set forth below. In extraordinary circumstances where the Division determines that the fixed charges are not adequate to cover the actual costs, the water service construction charge will be based upon actual costs to the Division, including overhead and taxes.

	<b>Effective 1/19/2009</b>
3/4-inch" Service & 5/8-inch" Meter	\$2,325
3/4-inch" Service & 3/4-inch" Meter	\$2,400
1-inch" Service & 5/8-inch" Meter	\$2,400
1-inch" Service & 3/4-inch" Meter	\$2,450
1-inch" Service & 1-inch" Meter	\$2,550
Meter exchange from 5/8" to 3/4"	\$625
Meter exchange from 3/4" to 5/8"	\$325

Service construction charges for services larger than 1-inch will be estimated based upon actual costs to the Division, including overhead. Service construction charges for water meters 3-inches and larger, or as required by the Division, will include the cost of installation of AMR equipment in accordance with the most current requirements. AMR is also required on all wholesale meters.

All services and meters applied for shall be installed within two years of the application. Those customers who have not requested their water service and meter be installed within the two-year period will be required to pay the difference in all current charges and the charges paid at time of application, including the system development charge ("SDC").

Where a service stub was previously installed at the option of the Division, activation of that service shall require payment of all current fees and charges including service construction charge in effect at the time of application for service.

B. Installation of Services and Meters on New Mains. Domestic service for residential will require the installation of 3/4-inch services and 5/8-inch meters. The developer requesting services and meters for use other than domestic service for residential will be required to provide additional information on the proposed use. Plan review will be required to determine sizing requirements.

<b>Stub Only</b>	<b>Effective 1/19/2009</b>
a. 3/4-inch Service stubs installed after successful samples and pressure tests.	\$750/service
b. 1-inch Service stubs installed after successful samples and pressure tests.	\$800/service
<b>Meter, Yoke and Box</b>	<b>Effective</b>
a. 5/8-inch Meter, yoke and box installed when requested.	\$400/meter plus the SDC
b. 3/4-inch Meter, yoke and box installed when requested.	\$450/meter plus the SDC
<b>Meter Only</b>	<b>Effective 1/19/2009</b>
a. 5/8-inch Meter installed when requested	\$175/meter plus the SDC
b. 3/4-inch Meter installed when requested.	\$225/meter plus the SDC

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 6; passed Dec. 19, 2006: Ord. 27522 § 12; passed Aug. 29, 2006: Ord. 27299 § 5; passed Dec. 7, 2004: Ord. 27024 § 5; passed Dec. 10, 2002: Ord. 26800 § 12; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.275 Property-side (private) in public rights-of-way.**

A. When a customer requests a service and meter installation for a property not abutting a water main and the public entity having jurisdiction over the right-of-way does not allow privately owned water lines in the right-of-way then the customer must obtain easements from the adjacent property owners for installation of their property side pipe. Recorded copies of said easements must be provided to the Division before installation of the requested service and meter can occur.

Where a public entity requires that a customer’s existing property-side (private) pipes be removed from public rights-of-way, the following four options are available to the customer:

1. The customer may arrange for a private contractor to install a new water main in the right-of-way using the private contract process noted in Section 12.10.200. The main would be designed by the Division and installed by the contractor, at the expense of the customer. Following the construction of the water main in the right-of-way, the customer’s service and meter will be transferred to the new main at no charge.
2. The customer may organize with adjacent property owners to form a Local Improvement District (“LID”) to install a new water main in the right-of-way. The design and construction process is similar to Option 1 above, but the project is financed and repaid over time through the Division, through the LID process.
3. The customer may obtain easements from adjacent property owners to allow relocation of its property-side (private) pipes out of the right-of-way into the easement obtained. In this option, the customer must provide verification to the Division that the easement has been recorded prior to the installation of the service and meter.
4. The Customer may arrange for the Division to design and install the necessary water main and appurtenances using the time and materials process. The Division will estimate all costs associated with design and construction of the proposed water main and appurtenances and the customer will be required to make a deposit in the estimated amount. If the final costs are more than the estimate the customer will be required to pay the balance, if the costs are less the difference will be refunded.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 7; passed Dec. 19, 2006: Ord. 27522 § 13; passed Aug. 29, 2006)

**12.10.300 Fire hydrant installation and relocation.**

Fire hydrant installation and/or relocation shall be performed by the Division at the customer’s expense. A deposit shall be paid to the Division in the amount of the Division's estimate of the cost to install or relocate a fire hydrant. If the actual cost is less than the estimated cost, the customer will be refunded the difference. Should the cost of installation exceed the deposit amount, the customer will be billed the additional amount.

All costs to acquire the necessary City, county, state, and/or other permits to accomplish the installation or relocation are in addition to the above costs.

(Ord. 27522 § 14; passed Aug. 29, 2006: Ord. 27299 § 6; passed Dec. 7, 2004: Ord. 27024 § 4; passed Dec. 10, 2002: Ord. 26800 § 13; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.301 Fire hydrant services fee (inside City of Tacoma).**

Pursuant to Chapter 70.315 of the Revised Code of Washington, the Water Division will charge and collect all costs associated with providing fire hydrant services inside the City of Tacoma from the City of Tacoma general government and

the customers, “Residential Service,” “Commercial and Industrial – General Service,” and “Commercial and Industrial – Large Volume Service” rate categories, located inside the City following the rate schedules below:

Monthly Hydrant Service Fee		
	Commencing	
	4/1/2017	1/1/2018
Inside City of Tacoma Customer	\$2.38	\$2.54

The inside City of Tacoma customer portion of the fire hydrant service fee shall be calculated on a monthly basis, invoiced and collected pursuant to the applicable customer service policies.

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 28286 Ex. A; passed Mar. 17, 2015; Ord. 28133 Ex. A; passed Feb. 26, 2013; Ord. 27970 Ex. A; passed Feb. 1, 2011)

**12.10.302 System capacity flow testing.**

To determine the capacity of a water system at a particular location for the purpose of a supply for automatic fire sprinkler systems or for other reasons, the Division can conduct a fire flow test using two (2) or more fire hydrants. The fire flow test shall be conducted by the Division upon request and after payment of a fee in the amount of \$350. The fee shall cover the cost of performing the flow test and any necessary system cleanup created by the increased water velocities during the test.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 15; passed Aug. 29, 2006)

**12.10.303 Franchise hydrant service fee.**

Pursuant to the Washington State Supreme Court decision in City of Tacoma v. City of Bonney Lake, 173 Wn.2d 584 (2012) and Chapter 70.315 of the Revised Code of Washington, all costs associated with providing fire hydrant services in areas served through franchise agreements or other contract shall be charged and collected from ratepayers in these areas as a cost of doing business. Only those customers in the “Residential Service,” “Commercial and Industrial – General Service,” and “Commercial and Industrial – Large Volume Service” rate categories will be charged for these services. The total costs owed shall be calculated on a biennial basis as part of the Water Division’s approved budget and distributed to customers via a monthly service fee. The service fee is composed of two components:

1. a “historical service component” that is a temporary amortized recovery of historical service provided but not previously billed to customers outside the City of Tacoma during the time the City of Tacoma v. City of Bonney Lake case was litigated, with said component applying only to customers in the affected areas outside the City of Tacoma; and
2. an “ongoing service component.”

Monthly Hydrant Service Fee (Historical Service Component)		
	Commencing	
	4/1/2017	1/1/2018
Outside City, other contract	\$1.90	\$1.90

Monthly Hydrant Service Fee (Ongoing Service Component)		
	Commencing	
	4/1/2017	1/1/2018
Outside City, other contract	\$3.06	\$3.23

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 28286 Ex. A; passed Mar. 17, 2015; Ord. 28133 Ex. A; passed Feb. 26, 2013)

**12.10.305 Fire hydrant use (non-fire fighting).**

When water service is supplied through the use of a fire hydrant, other than for fire fighting, the proposed use must be disclosed and a permit must be obtained from the Division authorizing the hydrant use. A charge for all costs associated with hydrant and water usage shall be collected by the Division. A fire hydrant meter or a water service and meter may be required under certain circumstances as determined by the Division.

The use of the Division’s hydrant without a current permit, using a restricted hydrant or failing to conform to the Division’s hydrant operating procedures will result in a penalty of \$1,000 in addition to all other hydrant use charges. Refusal to pay the

penalties and charges may be cause for the Division to refuse future hydrant use by the violator and/or discontinue service to the benefited premises.

Persons using a fire hydrant will be responsible for all damages to Division facilities and/or other private facilities that may result from the use of said hydrant. If the person refuses to pay the cost for all damages associated with fire hydrant use, the Division may refuse future service to the customer and/or discontinue water service to the benefited premises.

Applications for fire hydrant use for periods greater than six consecutive months for the purpose of supplying water to a business may require the business to purchase a water service connection of adequate size to accommodate the proposed water usage as determined by the Division. Water service construction charges, SDC, and main charges shall be as specified in TMC 12.10.250, 12.10.310, and 12.10.315.

Fire hydrant use permits in Category 1 and 2 are good for a maximum of one year or until the backflow protection documentation expires, whichever comes first. Upon expiration a new permit application will be required and a new permit fee is due. Hydrant Permit charges will be as follows:

**HYDRANT USE CATEGORY AND FEE SCHEDULE**

Category	Fee
<b>Category #1</b> ** Fixed (Single) Site Construction Project	Permit Fee \$100
	Meter Deposit for Hydrant \$1,000*
	Permittee is required to submit meter reads on a monthly basis.
	Monthly Water Use Charge at the Inside/Outside Commercial Rate plus the Ready to Serve Charge for a 2-Inch Meter
	Penalty for Unauthorized Use \$1,000
*Deposit to be refunded by the Division after return of the meter and appurtenances. All costs for hydrant and/or meter repairs/replacement caused by improper operation or theft of said equipment shall be deducted from the deposit. Refund of deposit will be initiated after payment of closing/final water bill. Costs exceeding the deposit amount will be billed to customer. ** Subcontractor would be allowed to use same permit as general contractor provided subcontractor meets all cross-connection requirements and name is disclosed at issuance of permit.	
<b>Category #2</b> *Multiple-Site Hydrant Use (Approved Hydrant Locations)	Permit Fee \$100
	Monthly Water Use Charge at the Inside/Outside Commercial Rate (based on estimated consumption**) plus the Ready to Serve Charge for a 2-inch Meter
	Penalty for Unauthorized Use \$1,000
*Subcontractor would be allowed to use same permit as general contractor provided subcontractor meets all cross-connection requirements and name disclosed at issuance of permit. **Both general and subcontractors are required to submit a monthly log sheet of estimated water consumption per truck	
<b>Category #3</b>	
Short-Term (one day and minimal) Use	\$50 per truck per day*
	Penalty for Unauthorized Use \$1,000
*Approved hydrant only	

A Division-approved backflow protection assembly shall be installed by the person requesting the use of a fire hydrant. The assembly shall be accompanied by a current backflow assembly test report. The test report shall remain on the site for the duration of the hydrant use. The Division reserves the right to terminate any hydrant permit at any time for security and/or water quality control reasons.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 16; passed Aug. 29, 2006: Ord. 27299 § 7; passed Dec. 7, 2004: Ord. 27024 § 5; passed Dec. 10, 2002)

**12.10.310 System development charge (“SDC”).**

A. A system development charge (“SDC”) shall be levied for each new water service connection to the City water system, for a service upgrade requiring a larger meter, or for any existing service with 3-inch and larger meters that exceeds 150 percent of their highest maximum annual daily average water use. The SDC fee is based on an equitable share of the cost of the entire existing water system and future facilities necessary to accommodate projected growth. This fee is established pursuant to RCW 35.92.025, the City Charter, and this chapter. SDCs are considered contributions for or in aid to construction, and shall

be accounted for accordingly. Customer water consumption amounts on and after May 9, 1999, the original effective date of Ordinance No. 26408, will be examined to determine whether additional SDC amount is owed to the Department.

B. For retail meters 5/8-inch through 2-inches, the charge will be based on customer class and meter size.

For meters larger than 2-inches, the SDC shall be determined based on the customer’s anticipated water use as shown below:

Meter Size	Inside City Residential Charges		Inside City Commercial/Industrial Charges	
	Effective			
	1/1/2003	1/1/2004	1/1/2003	1/1/2004
5/8-inch	\$1,443	\$1,485	\$1,928	\$1,984
3/4-inch	2,166	2,229	2,894	2,978
1-inch	3,610	3,715	4,823	4,963
1-1/2-inch	7,218	7,427	9,647	9,927
2-inch	11,548	11,883	15,433	15,881
3-inch & Larger	Individually calculated based on consumption			

Meter Size	Outside City Residential Charges		Outside City Commercial/Industrial Charges	
	Effective			
	1/1/2003	1/1/2004	1/1/2003	1/1/2004
5/8-inch	\$1,732	\$1,782	\$2,315	\$2,382
3/4-inch	2,599	2,674	3,473	3,574
1-inch	4,330	4,456	5,786	5,954
1-1/2-inch	8,661	8,912	11,575	11,911
2-inch	13,860	14,262	18,520	19,057
3-inch & Larger	Individually calculated based on consumption			

The SDC for a multiple family dwelling unit arrangement to be served by a single meter shall be calculated by taking the number of units in the premise and multiplying by 60 percent of the SDC for a single-family dwelling (5/8-inch meter) . If said premise chooses in the future to separately meter each premise the additional 40 percent of the SDC for a single-family dwelling (5/8-inch meter) shall be due and payable at

For meters 3-inches and larger, estimates of anticipated average day use, peak day, and four-day maximum water use will be determined by the Division. Peak day is defined as the maximum 24-hour use during summer months of June through, and including, September. Four-day maximum use is defined as the average use per day of the four highest consecutive days of the customer’s water use in the summer months. For inside City customers, the average day SDC cost is \$2.64/gallon (effective 1/1/04). The peak day SDC cost is \$0.28/gallon (effective 1/1/04). The four-day maximum SDC cost is \$2.36/gallon (effective 1/1/04). For outside City customers, the average day SDC cost is \$3.17/gallon (effective 1/1/04). The peak day SDC cost is \$0.34/gallon (effective 1/1/04). The four-day maximum SDC is \$2.83/gallon (effective 1/1/04).

The SDC will be the sum of the average day use multiplied by the average day cost/gallon, the peak day use minus average day use multiplied by the peak day cost/gallon, and the four-day maximum use minus average day use multiplied by the four-day maximum cost/gallon.

As of April 23, 2001, the SDC paid for meters 3-inches and larger will be adjusted annually based on actual usage. If usage is greater than 110 percent of the anticipated average, peak day or four-day maximum use during a 12-month period of time, an additional SDC will be charged, using the same methodology for calculating average day, peak day, and four-day maximum water use and multiplying by the respective SDC cost per gallon in effect at the time of adjustment. This requirement for an additional SDC may be waived upon satisfactory demonstration by the customer that the increased water use was temporary in nature and will return to the originally anticipated level.

C. SDC Exemptions:

1. New water service connections dedicated exclusively for fire protection purposes shall be exempt from payment of the SDC. The conversion of a dedicated fire service to a service for use other than exclusively for fire protection shall require the payment of the SDC as provided for in subsection B above.
2. The Division requires that all new single family dwelling residential combination domestic/fire sprinkler service and meters be served by a 1-inch service and 3/4-inch meter. If a larger size meter is required for fire protection the customer must install separate fire service and domestic services. The customer is required to pay all fees to construct said 1-inch service and 3/4-inch meter and all applicable main charges. When such use is documented through the plan review process, the SDC for a 5/8-inch meter will apply. The monthly customer charge will be at the standard charge for a 3/4-inch meter as set forth in TMC 12.10.400.
3. If a residential customer has an existing 3/4-inch x 5/8-inch service and meter an exchange to a 3/4-inch meter will be allowed if the customer's fire protection engineer determines it will provide adequate flow. All applicable fees will apply. If flow tests after the meter exchange show inadequate flow the customer will be required to pay the additional fees to retire the 3/4" service and install a new 1" service. Residential customers requesting an upgrade to an existing meter to a 3/4-inch meter for a combination domestic/fire sprinkler service will be exempt from payment of the additional SDC when such use is approved through the plan review process. The monthly customer charge will be at the standard charge for a 3/4-inch meter as set forth in TMC 12.10.400.
4. Customers who are requesting a separate water service connection and are being provided with water service by way of another Division customer (i.e., multi-premises connection), shall be exempt from payment of the SDC if:

Billing record exists showing multi-premise rate for each premise on meter.

All premises served by meter of record were constructed prior to October 7, 1991.

D. Existing Facilities:

1. Multiple dwelling unit arrangements currently being served by a single meter shall be exempt from payment of the SDC when changing to separate water service connections for each unit if the original meter was installed prior to October 7, 1991. If the existing meter was installed after October 7, 1991, the customer will be required to pay the 40 percent differential for each individual meter installed as noted in B above.

E. Credit policy for retail customers previously or currently metered:

1. When a request or requirement for a larger meter is made, an SDC credit for the existing meter will be made. The credit for meters up to 2-inches will be the current published SDC amount using the rate in place prior to the requested or required up-sizing. For meters 3-inches and larger, the credit would be calculated based on 150 percent of the highest maximum annual daily average water use derived from billing records. If billing records are not available for a specific meter, the SDC credit calculation will be based on a system-wide use data for that size meter.
2. For situations where meters 3-inches or larger exist and water use will increase, but no change in the meter is required, an SDC will not be required unless the projected use is more than 150 percent of historical use. If the projected use exceeds the 150 percent historical use quantity, an SDC will be calculated for the quantity of water in excess of the 150 percent figure. Prior written commitments to deliver a specific quantity of water, if greater than 150 percent of historical use, will be honored.
3. Credit shall be given for inactive or previously removed meters that can be verified by Division records. The credit will be determined as stated in subsection E.1 above.

Multiple dwelling unit arrangements – Credit for existing multiple dwelling unit meters shall be calculated at 60 percent of the applicable 5/8-inch meter rate per unit and applied to the required SDC if previously served by a single meter.

4. Credits as computed will be subtracted from the determined SDC amount. If an available credit exceeds the SDC amount, the balance shall remain with the parcel previously receiving water service. No refunds shall be allowed for the amount of this credit.

5. All SDC credits are non-transferable unless parcels are combined to facilitate redevelopment.

6. This section is not applicable to the Pulp Mill's existing services.

F. For wholesale meters, as sized by the Division, the SDC will be determined based on the customer's anticipated water use.

1. Estimates of anticipated average day use, peak day, and four-day maximum water use will be submitted to and approved by the Division. Peak day is defined as the maximum 24-hour use during summer months of June through, and including, September. Four-day maximum use is defined as the average use per day of the four highest consecutive days of water use in

the summer months. The average day SDC cost is \$3.17/gallon (effective 1/1/04). The peak day SDC cost is \$0.34/gallon (effective 1/1/04). The 4-day maximum SDC cost is \$2.83/gallon (effective 1/1/04).

The SDC will be the sum of the average day use multiplied by the average day cost/gallon, the peak day use minus average day multiplied by the peak day cost/gallon, and the four-day maximum use minus average day multiplied by the four-day maximum cost/gallon.

The SDC, as of the effective date of this ordinance, will be adjusted annually based on actual usage. If usage is greater than 110 percent of the anticipated average, peak day or four-day maximum use during a 12-month period of time, an additional SDC may be charged using the same methodology for calculating average day, peak day, and four-day maximum water use and multiplying by the respective SDC cost per gallon in effect at the time of adjustment. This requirement for an additional SDC may be waived upon satisfactory demonstration by the customer that the increased water use was temporary in nature and that water use will return to the originally anticipated level.

2. For situations where an existing wholesale customer is increasing its purchase of water, SDC credit for existing service will be based on either maximum historic use or prior written commitments to deliver a specific quantity of water, whichever is greater.

G. SDCs for meters 2-inches and smaller are payable in full at the time the meter installation is requested. Time payments will be allowed for SDCs for meters 3-inches and larger, for up to ten years, at the discretion of the customer, as follows:

1. When a down payment of 20 percent or more is initially paid, the Division will accept annual payments, with interest, on the unpaid balance calculated using the then current prime rate of interest less 2 percent.
2. When a down payment of at least 10 percent, but less than 20 percent, is initially paid, the Division will accept annual payments, with interest, on the unpaid balance calculated using the then current prime rate of interest.
3. The time payment agreements shall provide that this obligation constitutes a lien on the benefited premises and that the City has the right to terminate water service for any nonpayment of the amounts due on the outstanding balance. In addition, unless the customer is a financially stable public entity, the customer shall be required to provide security such as a financial guarantee bond to guarantee payment of the SDC or make incremental prepayments of the SDC plus interest on the balance of the outstanding total amount of the SDC.

H. Rate Adder to Recover Capital Costs Not Covered by the SDC. In addition to paying the SDC set forth in this section, a customer who proposes to use water for a new or enlarged power plant, and who does not use best available water conservation technology (BAWCT), shall be required to pay, in addition to the applicable water rate, an adder to such rate in accordance with the Division's Customer Service Policy for New Power Plants. The adder shall be calculated to recover over a period of 20 years a portion of the capital costs that are not covered by the SDC for such customer. This present value of the adder (spread over 20 years) will be equivalent to an SDC on that portion of the customer's water consumption that is in excess of the amount of water the customer would have consumed had BAWCT been used. Said customers shall also be required to enter into a water service agreement with the Division, and such agreement shall be submitted to the Public Utility Board for approval.

(Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 28286 Ex. A; passed Mar. 17, 2015; Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 8; passed Dec. 19, 2006; Ord. 27522 § 17; passed Aug. 29, 2006; Ord. 27299 § 8; passed Dec. 7, 2004; Ord. 27024 § 6; passed Dec. 10, 2002; Ord. 26872 § 1; passed Nov. 6, 2001; Ord. 26800 § 14; passed Apr. 10, 2001; Ord. 26408 § 1; passed Apr. 27, 1999; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.315 Water main charge.**

Where all or a portion of the premises to be served has not been previously assessed or contributed its share towards the cost of installing a permanent distribution main to serve such premises, or the property does not abut a distribution water main, water service shall be provided upon payment of a water main charge as provided for in this section, in addition to a water service construction charge, in accordance with TMC 12.10.250 and the SDC in accordance with TMC 12.10.310.

If the main is a temporary main and is not acceptable for meeting the water requirements of the customer, the service will be installed and connected to the nearest water main that is acceptable in accordance with TMC 12.10.350, Water main charge - Premises not abutting a water main. If the temporary main is a supply or transmission pipeline, the water service will be installed in accordance with the Customer Service Policies (Direct Service From Supply and Transmission Pipelines).

Credit shall be given for the portion of the property which has been previously assessed or has contributed its share toward the cost of installing a permanent water main. Water main charge shall be based on the frontage of the property served, as determined by the Division, in accordance with the following schedule and subject to the following terms and conditions:

A. Residential Service.

The water main charge shall be based on the frontage of the property served. The minimum charge shall be based on 50 front feet and the maximum charge on 100 front feet.

<b>Commencing 1/1/2007</b>
\$50/per front foot

B. Commercial Service.

Where the property is zoned for the same, the water main charge shall be based on the entire frontage of the property served. The minimum charge shall be based on 50 front feet.

<b>Commencing 1/1/2007</b>
\$50/per front foot

C. Industrial Service.

Where the property is zoned for the same, the water main charge shall be based on the entire frontage of the property served. The minimum charge shall be based on 50 front feet.

<b>Commencing 1/1/2007</b>
\$55/per front foot

D. Water main charges for services abutting a permanent main shall be considered revenue of the Division.

The water main charge herein above provided for shall be credited to and considered as a benefit to the specific property served by said connection. Said property so benefited shall be described and recorded as a part of the Division's permanent records pertaining thereto.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27522 § 18; passed Aug. 29, 2006: Ord. 27299 § 9; passed Dec. 7, 2004: Ord. 26800 § 14; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.350 Premises not abutting a permanent water main.**

Where the premises to be served is not abutting a permanent water main (as described in the Customer Services Policies) and said premises owner has not previously paid a water main charge, the water service connection will be constructed by the Division to the nearest available temporary or permanent water main that is acceptable for meeting the water requirements of the customer upon application and payment of a temporary water main charge as provided for in TMC 12.10.315 in addition to a service construction charge, in accordance with TMC 12.10.250 and the SDC in accordance with TMC 12.10.310. The water main charge shall be paid to the Division in accordance with and subject to the same terms and conditions as detailed in TMC 12.10.315 above.

All water main charges received where no main abuts subject parcel shall be deposited by the City in the Water Main Deposit Fund and shall be credited to and considered as a benefit to the specific property served by said connection. The property so benefited shall be legally described and recorded as part of the Division's permanent records pertaining thereto.

When a public road is improved or resurfaced by a person where there is currently no water main or said public road has a temporary water main as defined in the Customer Service Policies, it shall be the person's responsibility to extend the water main/system to the extent of the road improvements or to a point that meets the approval of the Division. Said water main/system may be extended using the private contract process, TMC 12.10.200, or by the LID process as set forth in RCW 35.44, and Division standards.

If a permanent water main exists or is being constructed between the existing service and the specific benefited property, said service may be relocated to the permanent main at a point closer to the benefited property at no charge, provided the owner reroutes its property-side water pipe between the new meter location and the property.

Upon the installation of permanent mains, the main charge collected by the City shall be applied toward the payment for said mains for the benefit of the properties in accordance with Division records. The temporary water service will be relocated by the Division to the permanent main abutting the benefited property at no charge. The owner must reroute its property-side water pipe between the new meter location and the property and make the connection. If the property owner does not agree to relocate its property-side water pipe at the time of main installation and requests a service relocation at a later date, the work will be done at the expense of the property owner.

(Ord. 27522 § 19; passed Aug. 29, 2006: Ord. 27299 § 10; passed Dec. 7, 2004: Ord. 26800 § 15; passed Apr. 10, 2001: Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.400 Rates – Inside and outside City limits.**

The standard charge for water supplied inside and outside the City for residential, and commercial/industrial use shall consist of a customer charge, also termed a “monthly ready to serve charge,” based on the meter size together with the rate for the quantity of water used.

For water supplied to a single premises which contains multiple dwelling units, i.e., two or more houses under the same ownership, duplexes, apartment buildings, condominiums, mobile home parks, trailer courts, industrial buildings, etc., the monthly charges will be the same as indicated above.

When water is being supplied to an existing multiple premises, i.e., two or more separate premises being served by one service and meter, the “monthly ready to serve charge” will be based on either the existing meter size or on a 5/8-inch meter size for each premises served, whichever is the greater charge.

When more than one service supplies a premises, the consumption of water for each meter shall be computed separately.

A. Standard charges:

1. The monthly ready to serve charge shall be in accordance with the following schedule for residential, commercial/industrial, and commercial/industrial large volume.

<b>Ready to Serve Charge</b>				
Meter Size (Inches)	Inside Commencing		Outside Commencing	
	<b>4/1/2017</b>	<b>1/1/2018</b>	<b>4/1/2017</b>	<b>1/1/2018</b>
5/8	\$21.20	\$22.05	\$25.44	\$26.46
3/4	\$31.80	\$33.08	\$38.16	\$39.70
1	\$53.00	\$55.13	\$63.60	\$66.16
1.5	\$106.00	\$110.25	\$127.20	\$132.30
2	\$169.60	\$176.40	\$203.52	\$211.68
3	\$318.00	\$330.75	\$381.60	\$396.90
4	\$530.00	\$551.25	\$636.00	\$661.50
6	\$1,060.00	\$1,102.50	\$1,272.00	\$1,323.00
8	\$1,696.00	\$1,764.00	\$2,035.20	\$2,116.80
10	\$2,438.00	\$2,535.75	\$2,925.60	\$3,042.90
12	\$3,577.50	\$3,720.94	\$4,293.00	\$4,465.13

The monthly ready to serve charge shall be in accordance with the following schedule for parks and irrigation.

<b>Parks and Irrigation Ready to Serve Charge</b>				
Meter Size (Inches)	Inside Commencing		Outside Commencing	
	<b>4/1/2017</b>	<b>1/1/2018</b>	<b>4/1/2017</b>	<b>1/1/2018</b>
5/8	\$17.67	\$14.70	\$21.20	\$17.64
3/4	\$26.50	\$22.05	\$31.80	\$26.47
1	\$44.17	\$36.75	\$53.00	\$44.11
1.5	\$88.33	\$73.50	\$106.00	\$88.20
2	\$141.33	\$117.60	\$169.60	\$141.12
3	\$265.00	\$220.50	\$318.00	\$264.60
4	\$441.67	\$367.50	\$530.00	\$441.00
6	\$883.33	\$735.00	\$1,060.00	\$882.00
8	\$1,413.33	\$1,176.00	\$1,696.00	\$1,411.20
10	\$2,031.67	\$1,690.50	\$2,438.00	\$2,028.60
12	\$2,981.25	\$2,480.63	\$3,577.50	\$2,976.75

2. The schedule of rates for water used shall be as follows and billed to the nearest CCF (100 cubic feet or approximately 748 gallons):

<b>Residential Service</b>				
	Rate per CCF			
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
Winter Tier: For each CCF of water consumption during the winter months of October through and including May	\$1.825	\$1.895	\$2.190	\$2.274
Summer Tier 1: For the first five CCF of water consumption per month during the summer months of June through and including September	\$1.825	\$1.895	\$2.190	\$2.274
Summer Tier 2: For each CCF of water consumption over five CCF during the summer months of June through and including September	\$2.281	\$2.369	\$2.738	\$2.843

<b>Commercial and Industrial - General Service</b>				
	Rate per CCF			
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
For each CCF of water consumption	\$2.032	\$2.123	\$2.438	\$2.548

<b>Commercial and Industrial - Large Volume Service.</b>				
Customers may qualify for this rate based on an established consumption history greater than 65,000 CCF annually.				
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
For each CCF of water consumption	\$1.666	\$1.782	\$1.999	\$2.138

<b>Parks and Irrigation Service</b>				
Range in CCF (100 cubic feet)	Inside Commencing		Outside Commencing	
	4/1/2017	1/1/2018	4/1/2017	1/1/2018
For each CCF of water consumption	\$3.115	\$3.485	\$3.738	\$4.182

B. Wholesale Service. Wholesale water service may be provided to community water systems that are in compliance with state Department of Health regulations. All wholesale water agreements are subject to Tacoma Public Utility Board approval. Any customer purchasing wholesale water must adopt or commit, in writing, to a water conservation and water shortage response program substantially equivalent to the Division's program as a condition of service.

1. Water Rates. A wholesale water service customer with contractual agreement from Tacoma Water may choose either a rate schedule below with a corresponding ready to serve charge as described in Section A1 for an outside city customer or a market-based price set by Tacoma Water staff based on an analysis of the wholesale system and their supply alternatives. All wholesale contractual agreements with market-based pricing shall be approved by the Tacoma Public Utility Board and Tacoma City Council.

a. Constant Use Customer:

<b>Wholesale Constant Use Customer</b>		
	Rate per CCF	
Range in CCF (100 cubic feet)	Commencing	
	4/1/2017	1/1/2018
Per CCF for winter months (October - May)	\$2.112	\$2.112
Per CCF for summer months (June - September)	\$2.640	\$2.640

This option may be considered by those customers using water on a year-round basis where their average summer day use divided by their average winter day use results in a summer/winter use ratio of 2.5 or less.

b. Summer Season, Peaking:

<b>Wholesale Summer Season, Peaking</b>		
	Rate per CCF	
Range in CCF (100 cubic feet)	Commencing	
	4/1/2017	1/1/2018
For each CCF of water consumption	\$3.960	\$3.960

This option will be used for those customers using relatively large amounts of water in the summer months and little or no water in winter months. The ratio of average summer day use divided by average winter day use shall be greater than 2.5.

For purposes of these rates, summer-use months are defined as June through September and winter-use months are October through May.

Existing customers will be classified into one of the two rate schedules upon annual review of their usage patterns. New customers will select a rate based upon anticipated use. This selection will be subject to revision if usage is not consistent with the above options after a six-month period.

2. Additional Water. Additional or new water may be provided by the City to a wholesale customer conditioned upon satisfying the following:

- a. For every new customer of the wholesale customer that is provided with water from City’s surplus supply, the wholesale customer shall remit to the City (on a monthly basis or by other arrangement as agreed to by the Superintendent) the appropriate SDC for said customer based on meter size in accordance with TMC 12.10.310.
- b. That, in lieu of satisfying subsection A above, in the event the wholesale customer is in a water deficient status or later becomes water deficient as determined by the Superintendent in consultation with wholesale customer, then the Superintendent shall establish a SDC equivalent for said wholesale customer. This SDC equivalent shall not be less than what the total “retail customer equivalent” would have been for the total deficiency.
- c. That the City and wholesale customer shall enter into a letter agreement setting forth the above requirements and committing the wholesale customer to remit the SDC payment to City. The wholesale customer may be required to provide City with periodic reports, certified to be accurate, detailing pertinent data.

C. Emergency Intertie Service. Requests for one-way and two-way emergency intertie service between the City and another purveyor will be considered.

The Superintendent may enter into specific agreements, specifying the terms under which water will be furnished or accepted by the Division. Water furnished to a purveyor through an emergency intertie service will be billed as a wholesale service with a ready to serve charge and rate for water used. Billing will be at the constant use rate for up to 30 days. If use exceeds 30 days the Superintendent will have the discretion to change the constant use rate to the summer season peaking rate. Said agreement shall provide that neither party shall be liable for failure to deliver water to the other at any time.

D. Fire Protection Service. When a customer does not receive domestic water from the Division and requests a fire service from the Division the appropriate regular domestic service rates shall apply as detailed above. In addition all regular construction fees, main charges and SDC shall apply. Where City water is used for domestic purposes, such customers are entitled to a separate fire service at the regular fire service rate, payable monthly as follows:

<b>Fire Protection Service – Ready to Serve Charge</b>					
Meter Size (Inches)	Inside Commencing		Outside Commencing		Maximum Allowable Monthly Water Usage for Testing and Leakage, CCF
	4/1/2017	1/1/2018	4/1/2017	1/1/2018	
2	\$25.89	\$26.07	\$31.07	\$31.07	2.99
3	\$37.70	\$37.96	\$45.24	\$45.24	2.99
4	\$62.98	\$63.42	\$75.58	\$75.58	2.99
6	\$141.27	\$142.25	\$169.52	\$169.52	2.99
8	\$251.49	\$253.24	\$301.79	\$301.79	2.99
10	\$393.37	\$396.11	\$472.04	\$472.04	2.99
12	\$629.19	\$633.57	\$755.03	\$755.03	2.99

Where such fire service is provided, the monthly rate shall include usage of up to a maximum of 2.99 units of water per month. The 2.99 units of allowable water use is for incidental water use for monthly leakage and system testing and is the maximum amount allowed in a single month. In any month where the total consumption is in excess of the amount shown above, the rate for water consumed shall be as noted below.

<b>Fire Protection Service - Rate per CCF</b>			
	Rate per CCF		
	Commencing		
	4/1/2017	1/1/2018	
All CCF - Inside City	\$3.960	\$3.960	
All CCF - Outside City	\$4.752	\$4.752	

If the Water use in excess of the maximum monthly allowable amount was used in extinguishing fires of incendiary or accidental origin and the customer at the location where the use occurs gives written notice to the Division within ten days from the time of such fire the customer shall pay only for actual water used at the rate noted above. If the Division is not notified the Division will conclude that water is being used for purposes other than extinguishing fires and charge the additional fee noted below of 12 times the monthly rate.

Whenever water from the Division is available on a premise through a service being charged the rate for fire protection only and is used for purposes other than extinguishing fires of incendiary or accidental origin including ongoing leakage of the fire service line and the amount of water used is in excess of the amount shown in the table above, 12 times the ready to serve charge for the specific service in question shall be the monthly minimum charge and the charge for water consumed shall be as noted in the “Fire Protection Service – Rate per CCF” table above. Waivers may be granted from the assessment of the 12 times the ready to serve charge for leaks or other accidental use upon written request with all supporting documentation but the charge for water consumed shall not be waived.

Nonpayment of invoices related to the construction of or monthly use of a fire service will result in the service being turned off and notification of the appropriate fire official who may then disallow occupancy of the premise.

Unauthorized use of water through a detector check meter more than once per calendar year may be cause for installation of a turbine meter assembly, UL/FM approval for fire service assemblies at the expense of the customer. Within the City of Tacoma, whenever water is used for purposes other than extinguishing fires, the amount of water used may be subject to the appropriate sanitary sewer charge as defined in TMC 12.08, in addition to the rates noted above and assessment of the 12 times the ready to serve charge.

Should the unauthorized use continue, including leakage in excess of the maximum amount of water allowed, the service will be considered as other than standby fire protection and be billed in accordance with the type of use pursuant to this section, and shall be subject to payment of the applicable SDC pursuant to TMC 12.10.310. Refusal to pay for the installation of the fire line meter and/or the SDC shall result in termination of service pursuant to TMC 12.10.130.

When a customer desires a fire service for the protection of a premises and the domestic water for said premises is provided from another source, the applicable single-family residential, multi-family residential, or commercial/industrial rates shall apply for the requested fire protection service inside and outside the City, respectively. When any outlet for fire protection

purposes is installed on a residential, commercial or industrial service, no rebate will be allowed for water used for extinguishing a fire.

E. The Pulp Mill Contract. The rates, terms, and conditions in the contract originally entered between the City and RockTenn CP, LLC (“Pulp Mill”) and all future assignee to the contract are applicable, except as modified by this section. For a nominated contract demand, the water rate will be based on a monthly distribution charge and the daily supply charge. If the monthly water use exceeds 103% of the contract demand or the daily water use exceeds 109% of the contract demand, an excess water usage charge will be applied. The excess water usage charge will be either the daily excess water use charge or the monthly excess water use charge, whichever is greater.

1. Water use within the range of contract demand plus 3 percent: The charge will consist of a monthly distribution charge and daily supply charge per ccf metered as stated below.

2. Daily water use greater than one hundred and nine percent (109%) of the contract demand: The charge will consist of a monthly distribution charge, daily supply charge, plus a Daily Excess Water Usage Charge (based upon the commercial and industrial-large volume rate) for water metered daily in excess of the contract demand plus 9 percent as stated below.

3. Monthly water use greater than one hundred and three percent (103%) of the contract demand: The charge will consist of a monthly distribution charge, daily supply charge, plus a Monthly Excess Water Usage Charge (based on the commercial and industrial-large volume rate) for water metered during a month in excess of the contract demand plus 3 percent, as stated in the following table.

Billing Components	Commencing	
	4/1/2017	1/1/2018
Distribution Charge per Month	\$77,201.64	\$80,289.71
Supply Charge/CCF	\$0.7148458	\$0.7434396
Daily or Monthly Excess Water Usage Charge (Commercial and Industrial - Large Volume Rate) per CCF	\$1.666	\$1.782

4. The Superintendent is hereby authorized to execute a contract with the Pulp Mill to provide additional terms and conditions of service and other provisions consistent with this ordinance.

F. Meter Tests. If a customer has informed the Division that its water consumption has been above its normal billing consumption and verification discovers no leaks on the customer facilities, the customer may request that the Division test the meter. If the test discloses the meter is accurate within the American Water Works Association (“AWWA”) specifications, the customer will be billed for the test and their water bill will not be adjusted. If the test discloses the meter is not accurate within the AWWA specifications and the inaccuracy is the cause of the recorded high consumption, the customer’s water bill will be adjusted and credit given for the excessive consumption and the customer will not be billed for the test. The charge for testing meters shall be added to the customer’s bill as follows:

Meter Size	Cost
1-inch and smaller	\$75.00
>1-inch	*Estimated Cost

\*The customer shall pay a deposit in the amount of the Division’s estimated cost.

If the actual cost differs from the estimated cost, the customer will be refunded or billed the difference.

The Division will not test meters owned by others.

G. Low Pressure or Low Flow Concerns. The customer may request the Division to conduct a flow and pressure test on the service to its premises. If the cause of the problem is found to be located on the property side of the meter yoke outlet, the customer will be invoiced for a fee of \$25. If the test discloses that the low flow and/or pressure is caused by Division facilities, the Division will attempt to correct the problem and the customer will not be charged.

H. Low-income Senior and/or Low-income Disabled Residential Rate Discount. Residential customers who qualify as low-income senior or low-income disabled shall be eligible for a 30 percent reduction from the regular residential water rates. The determination of low-income senior and low-income disabled shall be made as set forth in TMC 12.06.165 for City Light Division (d.b.a. “Tacoma Power”) customers. Customers must submit an application for review and acceptance by the authorized administering agency to qualify for this reduction. For the water rate discount, there is no requirement that a customer be a Tacoma Power customer or submit to an energy audit.

I. Water System Acquisition. A water system may be acquired by the City under an agreement between the water system owner(s) and the City with Board and City Council approval. When all or a portion of the acquired system requires upgrading equal to Division standards, the agreement shall provide for funds to achieve compliance with said standards. Under the agreement, a surcharge may be levied by the City for a period of time or an LID may be formed in accordance with RCW Title 35. The surcharge shall be an additional charge equivalent to the Ready to Serve charge per month times a multiplier, or an actual dollar amount as stated in the acquisition agreement and set forth below. The current surcharge areas include:

<b>Former Water System</b>	
Hyada Mutual Service Company	Total Monthly Charge \$30.00 per month through July 2022

If allowed by the acquisition agreement, a customer in a surcharge area may opt to pay off the outstanding surcharge amount.

(Ord. 28423 Ex. A; passed Apr. 11, 2017; Ord. 28413 Ex. A; passed Mar. 21, 2017; Ord. 28305 Ex. A; passed Jul. 14, 2015; Ord. 28286 Ex. A; passed Mar. 17, 2015; Ord. 28133 Ex. A; passed Feb. 26, 2013; Ord. 27971 Ex. A; passed Feb. 8, 2011; Ord. 27970 Ex. A; passed Feb. 1, 2011; Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 27570 § 9; passed Dec. 19, 2006; Ord. 27522 § 20; passed Aug. 29, 2006; Ord. 27299 § 11; passed Dec. 7, 2004; Ord. 27137 § 2; passed Sep. 9, 2003; Ord. 27076 § 1; passed Apr. 8, 2003; Ord. 27024 § 7; passed Dec. 10, 2002; Ord. 26872 § 2; passed Nov. 6, 2001; Ord. 26800 § 16; passed Apr. 10, 2001; Ord. 26409 § 1; passed Apr. 27, 1999; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.485 City not liable for damages.**

The Division reserves the right to require any customer to install as a condition of water service a pressure reducing valve, backflow prevention assembly, pressure relief valve or similar devices at any location where the Superintendent determines a need to protect the Division's facilities, water quality or customer's service.

The City shall not be liable for damages and allowances will not be made for loss of production, sales or service in case of: (1) water pressure variations, (2) revisions to pressure within the system, (3) operation of the City's source of water supply or means of distribution fails or is curtailed, suspended, interrupted or interfered with, or (4) for any cause reasonably beyond the Division's control. Pressure variations, equipment failure, failure to supply, curtailment, suspension, interruption or interference shall not constitute a breach of contract on the part of the City, or in any way affect any liability for payment for water made available or for money due on or before the date of such occurrence. The customer shall notify the Division as soon as possible in the event of unusual occurrences. The Division reserves the right to make system modifications as deemed necessary for the operation and maintenance of the system.

When water service is turned on or left on at the request of the customer, or the Division discontinues service for "nonpayment" or "no contract," the Division shall not be liable for damages incurred to the premises because of such actions.

If a water meter or other Division pipes and equipment is located on the customer's premises, as a condition of water service the customer agrees not to make claim against nor sue the City for any damages due to water leakage and shall hold the City harmless from any and all claims and litigation which allege damages resulting from water leakage occurring at such meter, pipes, and equipment.

The responsibility for customer facilities installed by the Division for the benefit of the customer shall be that of the owner of the premises served and the City shall not be liable for any part of the cost nor for any damage resulting from its use.

(Ord. 27778 Ex. A; passed Jan. 6, 2009; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.490 Protection of public health.**

The Superintendent may arrange for a periodic inspection of the water system in coordination with the appropriate State Director of Health. The Superintendent shall from time to time promulgate, publish and enforce such rules and standards deemed necessary by the Division to protect the municipal potable water supply from pollution. Copies of such rules and standards, and amendments thereto, shall be placed on file with the Clerk of the Public Utility Board.

(Ord. 27299 § 12; passed Dec. 7, 2004; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.495 South Tacoma Groundwater Protection.**

Upon receipt of written request and documentation from the Director of the Tacoma-Pierce County Health Department, or his or her designee, that a customer is in violation of the requirements of TMC 13.09, the Superintendent may order water service to be discontinued.

(Ord. 27522 § 21; passed Aug. 29, 2006)

**12.10.500 Waivers – By Superintendent.**

The Superintendent is authorized to grant minor waivers to specific requirements contained in this chapter. The Superintendent may grant a minor waiver upon Division initiation or upon a clear demonstration by the applicant that such waiver will not be in conflict with the intent and spirit of this chapter.

(Ord. 26048 § 1; passed Mar. 25, 1997.)

**12.10.505 Customer service policies – Additional rules and regulations.**

The Superintendent, with the approval of the Director, may promulgate and enforce Customer Service Policies and related additional rules and standards as may be deemed appropriate to implement this chapter, to encourage conservation and the efficient use of water, and for further clarification of service.

Legal criminal enforcement shall be vested in the Police Department of the City, and all prosecutions for violations hereof shall originate in the Municipal Court of the City of Tacoma. The penalties provided herein are in addition to any civil remedy provided at law.

(Ord. 27522 § 22; passed Aug. 29, 2006; Ord. 27299 § 13; passed Dec. 7, 2004; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.515 Violations – Penalties – Enforcement.**

Any person violating any of the provisions relating to the rate schedules, general provisions, and customer service policies governing the sale of water shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in any sum not exceeding \$1,000.00, or imprisonment for a period not to exceed one year, or both; and, in addition to the penalty herein above provided, the service to the premises of any person found guilty of violating these provisions shall be discontinued. The person violating same shall be liable for all damages resulting and for all water used by reason of such violation.

Legal criminal enforcement shall be vested in the Police Department of the City and all prosecutions for violations hereof shall originate in the Municipal Court of the City of Tacoma. The penalties provided herein are in addition to any civil remedy provided by law.

(Ord. 26800 § 17; passed Apr. 10, 2001; Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.520 Severability.**

If any clause, sentence, paragraph, subdivision, section or part of the provisions relating to the rate schedules, general provisions and customer service policies governing the sale of water shall for any reason be adjudged to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this chapter.

(Ord. 26048 § 1; passed Mar. 25, 1997)

**12.10.525 Interference with and/or damage to City water system.**

Any person causing damage to any property belonging to the Division shall be liable to the Division for any and all damages resulting either directly or indirectly therefrom.

It shall be unlawful for any person to willfully disturb, break, deface, damage or trespass upon any property belonging to or connected with the water system of the Division in any manner whatsoever.

It shall be unlawful for any person to build, store, maintain or keep any goods, merchandise, materials or rubbish that will interfere with the access to or operation and maintenance of any water facilities, or any of their appurtenances.

(Ord. 27299 § 14; passed Dec. 7, 2004; Ord. 26048 § 1; passed Mar. 25, 1997)

Exhibit 15 – Distribution Automation Equipment List (PDF)

Device	Count
Capacitor Banks	83
Fault Indicator*	156
Recloser	13
Sectionalizer	59
UG_Fault_Indicator*	6711
UG_Transformer**	64
Vaults**	371

- \*Currently fault indicators are manual and provided as information only.
- \*\* All "UG" underground transformers and Vault locations should be covered by the AMI network and all this locations should be considered as AMI RF capable. Further all UG\_Transformers with an N nomenclature in the description should be considered attached to a Network Protector that will be part of the AMI Network.

Exhibit 16 – Distribution Automation Equipment Locations (Excel)

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:  
[http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F\\_Exhibit 16-DistributionAutomationEquipmentLocations.xlsx](http://cms.cityoftacoma.org/Purchasing/FormalBids/PS18-0015F_Exhibit_16-DistributionAutomationEquipmentLocations.xlsx)

Exhibit 17 – Water Pit Lid Standard (PDF)

**Types of Meter Box Pit Lids Currently Deployed by Tacoma Water**

**(AMI Solution Shall Support All of These Lid Types)**

**(revised 2/5/2018)**

1. Concrete with meter reader lid for #3 and #4
2. Ductile Iron and cast iron (Solid traffic lid) #3 and #4
3. High Density polyethylene (HDPE) #3 and #4
4. Concrete with cast meter reader lid #6
5. High Density polyethylene (HDPE) #6
6. Concrete vault lids with steel 3'x3' lids.
7. Concrete vault with steel manhole lids.

Exhibit 18 – Water Meter Low Lead Requirement (PDF)



## Questions & Answers

# The Reduction of Lead in Drinking Water Act

The Reduction of Lead in Drinking Water Act will take effect January 4, 2014. All water systems that provide water for human consumption must use materials, devices, and components that meet the new “lead-free” requirement. We developed this guidance for drinking water systems in Washington to use until the U.S. Environmental Protection Agency develops implementation guidance for the new law.

### What are the specific changes to the law?

The law changes the definition of “lead-free” from a weighted lead content of 8 percent or less to a weighted average of less than or equal to 0.25 percent for surfaces in contact with potable water. It also establishes a formula to calculate the weighted average lead content. Any materials used for installation or repair must be lead-free, including pipes, pipe fittings, plumbing fittings, and plumbing fixtures. The law doesn’t change the definition of “lead-free” for solder or flux (0.2 percent lead).

### The law specifically exempts:

- Nonpotable water uses such as pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, used exclusively for manufacturing, industrial process, irrigation, outdoor watering, or any other uses where water is not intended for human consumption.
- Toilets, bidets, urinals, fill valves, flushometer valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are at least two inches in diameter.

### Does this change affect all materials I install in my system?

Probably not. Our existing rule requires all material in contact with potable water to conform to NSF/ANSI Standard 61. Standard 61 does *not* permit lead in a water system component *unless* it contains brass or bronze. Therefore, the new law only affects components that contain brass or bronze. These components must meet the new “lead-free” standard by January 4, 2014.

### Can I use materials already in my inventory?

Yes. You can install materials that meet the current standard until January 3, 2014.

### If I remove a device for maintenance or repair, can I put it back?

Yes. You can return a device that may not meet the new lead-free standard if the device still operates or can be repaired. However, if repairs involve replacing parts that contact potable water, the replacement parts must meet the new “lead-free” standard.



## How do I know which devices meet the new standards?

Although the new law does not require devices to be certified, they must meet the weighted average lead content defined in the law. The easiest way to ensure a component meets the new definition of “lead-free” is to use only tested and certified products, such as those listed in Annex G of NSF/ANSI Standard 61 or NSF/ANSI Standard 372.

The following online resources may help you determine whether your materials, devices and components meet the new lead-free standard:

- **NSF Product and Service Listings** <http://www.nsf.org/Certified/PwsComponents/>  
Use the check box in the “manufacturer” field to limit results to Annex G components
- **NSF Product and Service Listings (NSF/ANSI 372)**  
[http://www.nsf.org/Certified/Lead\\_Content/](http://www.nsf.org/Certified/Lead_Content/)  
Check the box titled “ALL LEAD CONTENT CERTIFIED PRODUCTS,” and then click “Search.” Look for products that meet NSF/ANSI 372
- **Water Quality Association NSF/ANSI 372** <http://12.2.248.199/goldseal/29.html>
- **International Association of Plumbing and Mechanical Officials (IAPMO) Product Listing Directory** <http://pld.iapmo.org/default.asp>
- **Underwriters Laboratories (UL) Online Certifications Directory**  
<http://database.ul.com/cgi-bin/XYV/template/LISEXT/1FRAME/index.html>  
Type “QNVB” into the UL Category Code box for NSF/ANSI 372 certified products and “FDNP” for all Standard 61 products (some of these are Annex G certified).

## Where can I get more information?

Call Derrick Dennis, water quality unit supervisor, at (360) 236-3122 or email [derrick.dennis@doh.wa.gov](mailto:derrick.dennis@doh.wa.gov)

Our publications are online at <https://fortress.wa.gov/doh/eh/dw/publications/publications.cfm>



## **Confidentiality and Non-Disclosure Agreement**

For the electronic copy of this form, use the link posted  
with [this Specification](#) or the link below:

<http://cms.cityoftacoma.org/Purchasing/FormalBids/ConfidentialityandNon-Disclosure.docx>

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **City of Tacoma, Department of Public Utilities** ("City") and NAME AND BUSINESS ENTITY STATUS OF OTHER PARTY HERE, doing business in Washington State at BUSINESS ADDRESS ("Recipient").

### RECITALS

**WHEREAS**, the City has issued Request for Proposals PS18-0015F Automated Metering Infrastructure Technology and Services (RFP); and

**WHEREAS**, attached to the RFP are exhibits which contain sensitive information that must be kept confidential; and

**WHEREAS**, Recipient desires to receive and review the RFP in order to submit a proposal in response to the RFP; and

**Whereas**, City is only willing to disclose and release said RFP to Recipient on a confidential basis and only in accordance with the terms and conditions of this Agreement.

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

"Confidential Information." In order to prepare a proposal to the RFP, information of a confidential, proprietary and/or systems security sensitive nature will be disclosed by city to the Recipient in the RFP. Specifically this information includes exhibits 10 and 11 from the RFP titled "Communications Infrastructure" and "Substation Location and Fiber Ring Information" respectively. For purposes of this Agreement, the two exhibits shall be deemed "**Confidential Information.**" Further, said Confidential Information shall also include any information, data, documents, records and materials marked or otherwise identified as "confidential" or "proprietary," and/or that should reasonably have been understood by the Recipient because of legends or other markings (e.g., marked confidential), the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to City.

"Confidential Information" shall not include information that: (i) was known to the Recipient without breach of any contractual, fiduciary or other obligations prior to disclosure by City; (ii) is part of the public domain on the date of disclosure; (iii) can be demonstrated to have been independently developed by Recipient without reference to the Confidential Information, or (iv) is required to be disclosed by operation of law, or pursuant to order of a governmental agency with jurisdiction.

1. Permissible Use of Confidential Information. Recipient expressly agrees to:

- A. Use the Confidential Information for the **sole** purpose of preparing a proposal in response to the RFP;
- B. Restrict access to the Confidential Information solely to Recipient's employees with an express need to know; AND
- C. Hold in confidence and protect the Confidential Information from disclosure to anyone not authorized to receive, view, or use said information, which duty shall include taking

reasonable precautions, but in no event less than due care, to prevent disclosure, publication, reproduction or dissemination of the Confidential Information to anyone not authorized to receive or view same.

2. Prohibited Use. Recipient shall **not** use any Confidential Information disclosed by City, whether such disclosure is intentional or unintentional, for:
  - A. Its own or any third party's commercial advantage or benefit without the prior written approval of an authorized City representative in each instance;
  - B. Any marketing purposes not expressly contemplated by the Project; and/or
  - C. In violation of commercial and/or ethical standards applicable to Recipient's industry.
3. Term. This Agreement terminates the earlier of four (4) years after the Effective Date or termination by City upon thirty (30) days' written notice thereof. The obligations of Recipient with respect to Confidential Information received prior to termination of this Agreement, as well as City's remedies hereunder, will survive said termination for a period of twenty-four (24) months.
4. No Ownership or License. Disclosure of Confidential Information by City hereunder shall not grant the Recipient any right or license to use the Confidential Information except as expressly set forth herein. Upon request, Recipient shall return all Confidential Information, including all copies thereof in whatever form, to City within ten (10) days following receipt of such request or shall destroy such information and copies and promptly provide City with written certification of such destruction.
5. Breach and Remedies. The Parties agree that the Confidential Information is a unique and valuable asset of City and that City will be irreparably damaged if Recipient breaches the terms of this Agreement. Without limiting City's right to damages for breach of this Agreement, the Parties further agree that in the event of any breach or threatened breach of this Agreement, City shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies, and without necessity of posting a bond or other security.
6. No commitment for future business relationship(s) or contract(s). Nothing contained in this Agreement shall be construed as creating any obligation or expectation on the part of either party to enter into a business relationship or other contract with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, it being understood that the parties are independent contractors vis-à-vis one another.
7. Waiver. Failure by City to enforce or exercise any provision, right or option contained in this Agreement will not be construed as a present or future waiver of such provision, right or option.
8. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Washington. Each Party hereby irrevocably consents to the jurisdiction and venue of any state or federal court located in Pierce County, Washington, with regard to any legal or equitable action or proceeding relating to this Agreement.

9. Integration and Severability. This Agreement represents the entire understanding between the Parties regarding the subject matter hereof, and the terms and conditions of this Agreement supersede the terms of any prior agreements or understandings, express or implied, written or oral. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect to the extent possible and in keeping with the intent of the Parties.

**IN WITNESS WHEREOF**, the Parties accept and agree to the above terms and conditions and by their signature below represent and warrant their authority to execute this Agreement.

Recipient

**CITY OF TACOMA, Department of Public Utilities**

**NAME OF OTHER PARTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Approved as to Form:

\_\_\_\_\_  
Deputy/Assistant City Attorney