



City of Tacoma
Environmental Services Department

**SPECIFICATION NO.
ES24-0034F**

**WASTEWATER SIDE SEWER
IMPROVEMENT PROJECT:
E MCKINLEY RD**

Project Nos.
ENV-04018-08
PWK-00438-46

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES24-0034F

WASTEWATER SIDE SEWER
IMPROVEMENT PROJECT:
E MCKINLEY RD

PROJECT NOS.
ENV-04018-08
PWK-00438-46

Jordan Ennis, P.E.
Science & Engineering Division
Environmental Services Department

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES24-0034F

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**City of Tacoma
Environmental Services Department**

**REQUEST FOR BIDS ES24-0034F
Wastewater Side Sewer Improvements – McKinley Rd**

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

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

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

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

Submittal Delivery: Sealed submittals will be received as follows:

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

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

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

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained at the City’s plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: This project consists of installing new side sewers along E McKinley Rd in order to transfer services and abandon existing mains on private property. The Work also includes street paving, sidewalks, ADA curb ramps, driveways, and landscape restoration.

Estimate: \$600,000


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

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Stan Rowden by email to srowden@cityoftacoma.org .

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

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

SPECIAL REMINDER TO ALL BIDDERS

HEALTH & SAFETY: Be sure to comply with all City of Tacoma health and safety requirements.

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full and submitted with your bid response:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**
Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

See City of Tacoma – Equity In Contracting Program section for additional information and EIC Requirements.

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.
- F. GENERAL RELEASE.

CODE OF ETHICS: The successful bidder agrees that its violation of the City’s Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

The Local Employment and Apprenticeship Training Program (LEAP) has been adopted to counteract economic and social ills, which accompany high rates of unemployment within the City of Tacoma. The Tacoma City Council established the mandatory LEAP program for public works contracts pursuant to Ordinance No. 28520. The primary goal is to provide an opportunity for City of Tacoma residents and Tacoma Public Utilities ratepayers to enter apprenticeship programs, acquire skills, and perform work that will provide living wages.

Example LEAP Requirements:

1. Local Employment Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Requirement - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

NOTE: Depending on the number of requirements assigned to this project, the requirements could be satisfied concurrently. For example, if the prime contractor utilizes individuals who simultaneously meet more than one assigned requirement, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area, then the hours worked by that individual will be applied toward both requirements.

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information and LEAP Requirements.

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES24-0034F

WASTEWATER SIDE SEWER IMPROVEMENT PROJECT E MCKINLEY ROAD

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ES24-0034F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE:
1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
 2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.
 3. Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the Proposal and per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications. **Items marked with a * signifies both rules may apply.**
 4. **Some Bid Items have a minimum or maximum unit price identified. Bidders that input a unit price lower than the minimum or higher than the maximum will be deemed irregular and unresponsive.**

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R1.* 1-05	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
R2.* 1-07	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
R3.* 1-09	Mobilization	1 Lump Sum	Lump Sum	\$ _____
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES24-0034F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R5. 2-03	Roadway Excavation, Incl. Haul	130 Cu. Yd.	\$ _____	\$ _____
R6. 2-14	Remove Existing Pavement, Type II, Class A4	2960 Sq. Yd.	\$ _____	\$ _____
R7. 2-14	Remove Existing Pavement, Type II, Class C6	300 Sq. Yd.	\$ _____	\$ _____
R8. 2-15	Remove Curb and Gutter	410 Lin. Ft.	\$ _____	\$ _____
R9. 4-04	Crushed Surfacing Top Course	10 Ton	\$ _____	\$ _____
R10. 5-04	HMA Cl. 1/2" PG 58H-22	505 Ton	\$ _____	\$ _____
R11. 5-05	Cement Conc. Pavement for Pavement Patch, 6-Inch Section	30 Sq. Yd.	\$ _____	\$ _____
R12. 7-05	Adjust Existing Manhole	6 Each	\$ _____	\$ _____
R13. 7-05	Adjust Existing Catch Basin	3 Each	\$ _____	\$ _____
R14. 7-05	Adjust Existing Valve Chamber to Grade	2 Each	\$ _____	\$ _____
R15. 7-05	Adjust Existing Utility to Grade	1 Each	\$ _____	\$ _____
R16.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
R17.* 8-01	Inlet Protection	10 Each	\$ _____	\$ _____
R18.* 8-01	Street Cleaning	40 Hour	\$ _____	\$ _____
R19.* 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>10,000.00</u>
R20. 8-04	Cement Conc. Traffic Curb and Gutter	420 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0034F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R21. 8-04	Cement Conc. Pedestrian Curb	245 Lin. Ft.	\$ _____	\$ _____
R22. 8-06	Cement Conc. Driveway Entrance Type 1	70 Sq. Yd.	\$ _____	\$ _____
R23. 8-13	Poured Monument	1 Each	\$ _____	\$ _____
R24. 8-14	Cement Conc. Sidewalk	150 Sq. Yd.	\$ _____	\$ _____
R25. 8-14	Cement Conc. Curb Ramp	9 Each	\$ _____	\$ _____
R26. 8-21	Permanent Signing	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____
Specification No. ES24-0034F
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SCHEDULE B1: WASTEWATER SEWER IMPROVEMENTS RIGHT-OF-WAY (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW27. 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$ _____
WW28. 2-09	Structure Excavation Class B	395 Cu. Yd.	\$ _____	\$ _____
WW29. 2-09	Shoring or Extra Excavation Class B	2885 Sq. Ft.	\$ _____	\$ _____
WW30. 4-04	Crushed Surfacing Base Course	45 Ton	\$ _____	\$ _____
WW31. 5-04	Temporary Pavement Patch	25 Ton	\$ _____	\$ _____
WW32. 7-08	Plugging Existing Pipe	4 Each	\$ _____	\$ _____
WW33. 7-08	Underground Utility Potholing	1 Each	\$ _____	\$ _____
WW34. 7-17	PVC C900 Sanitary Sewer Pipe 6-In. Diam.	70 Lin. Ft.	\$ _____	\$ _____
WW35. 7-17	PVC Sanitary Sewer Pipe 6-In. Diam.	280 Lin. Ft.	\$ _____	\$ _____
WW36. 7-17	Removal and Replacement of Unsuitable Material (\$40 Minimum Unit Price)	320 Cu. Yd.	\$ _____	\$ _____
WW37. 8-02	Landscape Restoration	Force Account	Force Account	\$ <u>15,000.00</u>

Contractor's Name: _____
 Specification No. ES24-0034F
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SCHEDULE B2: WASTEWATER SEWER IMPROVEMENTS PRIVATE PROPERTY (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW38. 2-09	Shoring or Extra Excavation Class B	2555 Sq. Ft.	\$ _____	\$ _____
WW39. 2-16	Remove Sewer Cleanout	8 Each	\$ _____	\$ _____
WW40. 7-19	Sewer Cleanout	11 Each	\$ _____	\$ _____
WW41. 7-20	Private Side Sewer	755 Lin. Ft.	\$ _____	\$ _____
WW42. 7-20	Private Property Restoration	755 Lin. Ft.	\$ _____	\$ _____
WW43. 7-21	Indoor Plumbing	2 Lump Sum	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0034F

SCHEDULE A: ROADWAY IMPROVEMENTS (R) (Rule 171)

Base Bid (Subtotal Items Nos. R1 – R26) \$ _____ (1)
ROADWAY IMPROVEMENTS TOTAL \$ _____ (2)

SCHEDULE B1: WASTEWATER SEWER IMPROVEMENTS RIGHT-OF-WAY (WW) (Rule 170)

Base Bid (Subtotal Items Nos. WW27 – WW37) \$ _____ (3)
10.3% Sales Tax (Items Nos. WW27 – WW37) \$ _____ (4)
STORM SEWER IMPROVEMENTS TOTAL \$ _____ (5)

SCHEDULE B2: WASTEWATER SEWER IMPROVEMENTS PRIVATE PROPERTY (WW) (Rule 170)

Base Bid (Subtotal Items Nos. WW38 - WW43) \$ _____ (6)
10.3% Sales Tax (Items Nos. WW38 – WW43) \$ _____ (7)
WASTEWATER SEWER IMPROVEMENTS TOTAL \$ _____ (8)

TOTAL BASE BID (1) + (3) + (6) \$ _____
(not including sales tax) Rule 170

SIGNATURE PAGE

**CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT / SCIENCE & ENGINEERING**

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

**REQUEST FOR BIDS SPECIFICATION NO. ES24-0034F
WASTEWATER SIDE SEWER IMPROVEMENT PROJECT
E MCKINLEY ROAD**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date December 3, 3024, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

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

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

Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

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

Yes No

EQUITY IN CONTRACTING (EIC) REQUIREMENTS MEMO

CCD/EIC: ENV-04018-08 & PWK-00438-46

Date of Record: 04/25/2024

Project Spec#: ES24-0034F

Project Title: Wastewater Side Sewer Improvements – McKinley Rd

This Project qualifies for an overall Equity in Contracting (EIC) Requirement¹.

OVERALL EIC REQUIREMENT: 20%

The bidder can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement

Please note: The overall EIC Requirement is the sum of the three (3) separate requirements initially established as a result of using the EIC Requirement Setting Methodology – Not to exceed 20%²

All bidders must complete and submit with their bid the EIC Utilization Form contained in the bid submittal package.

A list of EIC-eligible companies is available at www.omwbe.wa.gov³

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.wa.gov) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

¹ ***Per the Equity in Contracting (EIC) Program Regulations Chapter V.A.1. Option 2:** If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement.

² Please note:

The initial EIC Requirements set as a result of the EIC Requirements setting methodology were:

- Minority Business Enterprise Requirement: 17%
- Women Business Enterprise Requirement: 3%
- Small Business Enterprise Requirement: 20%

³ For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

1. Bidder Name:					
2. Project Title:				3. SPEC #:	
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

Example of a COMPLETED EIC UTILIZATION FORM

Initial Information:

1. Bidder Name:	ABC Construction, Inc.			3. SPEC #:	PW23-0011F
2. Project Title:	Downtown Restoration and Street Maintenance Project				
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$359,670.00				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Traffic ABC <small>Representative Name & Contact # below: Beth Bell – (253) 555-3333</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #4- Pedestrian Traffic Control <small>What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	\$30,000
Survey 101, Inc. <small>Representative Name & Contact # below: John Doe – (253) 111-2233</small>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Item #1 – Roadway Surveying <small>What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	\$9,500.00
Hello Manufacturer <small>Representative Name & Contact # below: Sam Jam – (253) 555-7899</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #66- Green Durable Product <small>What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/></small>	\$10,000 <small>(In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)</small>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<small>What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

1. Enter Bidder firm name
2. Enter Project Title as it appears on the Specification
3. Enter Spec # as it appears on the Specification
4. State the Base Bid, which is the Bidder's bid amount, plus any alternates, additives, and deductive selected by the City. Do not include sales tax.

Complete Column "A": List all Certified Businesses with whom you will execute a subcontract if you are the successful Bidder. Provide a contact person for the Certified Business and the contact phone number.

Complete Column "B": State if the identified Certified Business is certified as an MBE, WBE, and/or SBE/DBE. **Note:** One Certified Business may count towards multiple requirements; check all applicable certifications

Complete Column "C": Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. **Note:** Each role counts differently towards EIC Utilization Requirements.

- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement
- **EXAMPLE** Material cost = \$100,000 equates to $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business's OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

Complete Column "D": Enter the subcontract amount for each Certified Business listed. This amount is the price that Bidder and Certified Business have agreed upon **prior to submittal**.

ADDITIONAL IMPORTANT INSTRUCTIONS:

- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts **prior to being listed on this form**. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated to the agency by this action:</i> \$	(viii) Total Amount of Federal Funds <i>Obligated to the agency</i>	(ix) Total Amount of the Federal Award <i>Committed to the agency</i> \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,
[\$dollar value], plus any applicable taxes _____, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

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

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

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

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

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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

Principal: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name] _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
\$[dollar value], plus any applicable tax, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. [Enter Spec # Here] _____
Specification Title: [Enter Spec Title Here] _____
Contract No. [Enter Contract # Here] _____

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

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

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

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

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

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

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

Principal: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
Project / Spec. #
between _____ and the City of Tacoma,
(Themselves or Itself)
dated _____, 20____, hereby releases the City of
Tacoma, its departmental officers and agents from any and all claim or claims
whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in
connection with and/or relating to said contract, excepting only the equity of the
undersigned in the amount now retained by the City of Tacoma under said contract,
to-wit the sum of \$_____.

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

PART II

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1 **INTRODUCTION**
2 **(March 31, 2023 Tacoma GSP)**

3
4 The following special provisions shall be used in conjunction with the "2024 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road,
6 Bridge, and Municipal Construction" as prepared by the Washington State Department of
7 Transportation (WSDOT). State Standard Specifications are available through WSDOT, by
8 calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of
9 charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from various
13 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each
14 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is
15 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion
16 of the Standard Specifications is meant to pertain only to that particular portion of the section,
17 and in no way should it be interpreted that the balance of the section does not apply.

18
19 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source,
20 as follows:

- 21
22 *(May 18, 2007 APWA GSP)*
23 *(August 7, 2006 WSDOT GSP)*
24 *(April 2, 2007 Tacoma GSP)*

25
26 The project specific Special Provisions are labeled under the headers of each Special Provision
27 as follows:
28 *(*****)*

29
30 **DESCRIPTION OF WORK**
31 *(*****)*

32
33 This Contract shall generally consist of installing new side sewers along E McKinley Rd in order
34 to transfer services and abandon existing mains on private property. The work also includes
35 street paving, sidewalks, ADA curb ramps, driveways, and landscape restoration.

36
37 **1-01 DEFINITIONS AND TERMS**

38
39 **1-01.3 Definitions**
40 **(January 19, 2022 APWA GSP)**

41
42 *Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them*
43 *with the following:*

44
45 **Dates**

46 ***Bid Opening Date***

47 The date on which the Contracting Agency publicly opens and reads the Bids.

48 ***Award Date***

49 The date of the formal decision of the Contracting Agency to accept the lowest responsible
50 and responsive Bidder for the Work.

1 **Contract Execution Date**

2 The date the Contracting Agency officially binds the Agency to the Contract.

3 **Notice to Proceed Date**

4 The date stated in the Notice to Proceed on which the Contract time begins.

5 **Substantial Completion Date**

6 The day the Engineer determines the Contracting Agency has full and unrestricted use and
7 benefit of the facilities, both from the operational and safety standpoint, any remaining traffic
8 disruptions will be rare and brief, and only minor incidental work, replacement of temporary
9 substitute facilities, plant establishment periods, or correction or repair remains for the
10 Physical Completion of the total Contract.

11 **Physical Completion Date**

12 The day all of the Work is physically completed on the project. All documentation required
13 by the Contract and required by law does not necessarily need to be furnished by the
14 Contractor by this date.

15 **Completion Date**

16 The day all the Work specified in the Contract is completed and all the obligations of the
17 Contractor under the contract are fulfilled by the Contractor. All documentation required by
18 the Contract and required by law must be furnished by the Contractor before establishment
19 of this date.

20 **Final Acceptance Date**

21 The date on which the Contracting Agency accepts the Work as complete.

22
23 *Supplement this Section with the following:*

24
25 All references in the Standard Specifications or WSDOT General Special Provisions, to the
26 terms "Department of Transportation", "Washington State Transportation Commission",
27 "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer"
28 shall be revised to read "Contracting Agency".

29
30 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
31 unless the reference is to an administrative agency of the State of Washington, a State statute
32 or regulation, or the context reasonably indicates otherwise.

33
34 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
35 designated location".

36
37 All references to "final contract voucher certification" shall be interpreted to mean the
38 Contracting Agency form(s) by which final payment is authorized, and final completion and
39 acceptance granted.

40
41 **Additive**

42 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
43 which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

44
45 **Alternate**

46 One of two or more units of work or groups of bid items, identified separately in the Bid
47 Proposal, from which the Contracting Agency may make a choice between different methods or
48 material of construction for performing the same work.

49

1 **Business Day**
2 A business day is any day from Monday through Friday except holidays as listed in Section 1-
3 08.5.

4
5 **Contract Bond**
6 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
7 form(s) are required by the Contract Documents, which may be a combination of a Payment
8 Bond and a Performance Bond.

9
10 **Contract Documents**
11 See definition for "Contract".

12
13 **Contract Time**
14 The period of time established by the terms and conditions of the Contract within which the
15 Work must be physically completed.

16
17 **Notice of Award**
18 The written notice from the Contracting Agency to the successful Bidder signifying the
19 Contracting Agency's acceptance of the Bid Proposal.

20
21 **Notice to Proceed**
22 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
23 directing the Contractor to proceed with the Work and establishing the date on which the
24 Contract time begins.

25
26 **Traffic**
27 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
28 equestrian traffic.

29
30 *This section is supplemented with the following:*
31 **(April 15, 2020 Tacoma GSP)**

32
33 All references to the acronym "UDBE" shall be revised to read "DBE/EIC".

34
35 All references in the Standard Specifications to the term "Proposal Bond" shall be revised to
36 read "Bid Bond."

37
38 **Base Bid**
39 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
40 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-
41 07.2.

42
43 **Calendar Day**
44 The time period of 24 hours measured from midnight to the next midnight, including weekends
45 and holidays.

46
47 **Change Order**
48 A written order to the Contractor, issued by the Contracting Agency after execution of the
49 contract, authorizing an addition, deletion, or other revision in the Work, within the scope of the
50 Contract Documents, and establishing the basis of payment and time adjustments, if any, for the
51 Work affected by the change.

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Day

Unless otherwise specified, a calendar day.

Deductive

A supplemental unit of work or group of Bid Items, identified separately in the Bid, which may, at the discretion of the Contract Agency, be deducted from the Base Bid should the Contract Agency choose not to Award the total Base Bid.

Grand Total Price

The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.

Standard Specifications

Divisions One through Nine of the specified edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction."

END OF SECTION

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

4 *Delete this section and replace it with the following:*

5
6 **1-02.1 Qualifications of Bidder**
7 **(January 24, 2011 APWA GSP)**

8
9 Before award of a public works contract, a bidder must meet at least the minimum qualifications
10 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
11 public works project.

12
13 **1-02.2 Plans and Specifications**
14 **(*****)**

15 *Delete this section and replace it with the following:*

16
17 Information as to where Bid Documents can be obtained or reviewed can be found in the Call
18 for Bids (Advertisement for Bids) for the work.

19
20 To reduce paper waste and promote sustainability, the Contracting Agency will only provide
21 electronic copies of the project plans and specifications. If printed copies of the plans and
22 specifications are necessary, the Contractor may obtain them from the source stated in the Call
23 for Bids, at the Contractor's own expense. Prior to Notice to Proceed, the Contracting Agency
24 may issue revised plans and specifications incorporating addenda published during the bid
25 period. The Contractor should inquire with the Contracting Agency, before ordering plans and
26 specifications, to determine if revisions are forthcoming.

27
28 **1-02.4(1) General**

29 (January 19, 2022 APWA GSP Option B)

30 *The first sentence of the last paragraph is revised to read, beginning with "Any prospective*
31 *Bidder desiring..." is revised to read:*

32
33 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall
34 request the explanation or interpretation in writing by close of business 6 business days
35 preceding the bid opening to allow a written reply to reach all prospective Bidders before the
36 submission of their Bids.

37
38 **1-02.5 Proposal Forms**
39 **(July 31, 2017 APWA GSP)**

40 *Delete this section and replace it with the following:*

41
42 The Proposal Form will identify the project and its location and describe the work. It will also list
43 estimated quantities, units of measurement, the items of work, and the materials to be furnished
44 at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but
45 are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date;
46 and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name,
47 address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if
48 applicable; a State of Washington Contractor's Registration Number; and a Business License
49 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand,
50 preferably in black ink. The required certifications are included as part of the Proposal Form.

51

1 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
2 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
3 alternates and additives set forth in the Proposal Form unless otherwise specified.

4
5 **1-02.6 Preparation of Proposal**
6 **(July 11, 2018 APWA GSP)**

7
8 *Supplement the second paragraph with the following:*

9 4. If a minimum bid amount has been established for any item, the unit or lump sum
10 price must equal or exceed the minimum amount stated.

11 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
12 by the signer of the bid.

13
14 *Delete the last two paragraphs, and replace them with the following:*

15
16 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
17 Subcontractor to perform those items of work.

18
19 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
20 Compliance form, provided by the Contracting Agency. Failure to return this certification as part
21 of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A
22 Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

23
24 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

25
26 A bid by a corporation shall be executed in the corporate name, by the president or a vice
27 president (or other corporate officer accompanied by evidence of authority to sign).

28
29 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
30 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE
31 requirements are to be satisfied through such an agreement.

32
33 A bid by a joint venture shall be executed in the joint venture name and signed by a member of
34 the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if
35 any UDBE requirements are to be satisfied through such an agreement.

36
37 *The fourth paragraph is revised to read:*
38 **(October 18, 2013 Tacoma GSP)**

39
40 The bidder shall submit the following completed forms:
41 City of Tacoma – Equity in Contracting Utilization Form

42
43 **1-02.7 Bid Deposit**
44 **(March 1, 2021 GSP)**

45 *Delete this section and replace it with the following:*

46
47 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be
48 cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond
49 shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A
50 proposal bond shall not be conditioned in any way to modify the minimum 5 percent required.

1 The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2)
2 appear on the current Authorized Insurance List in the State of Washington published by the
3 Office of the Insurance Commissioner.

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

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

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

11 City of Tacoma Procurement & Payables Division
12 Tacoma Public Utilities
13 3628 S 35th St
14 Tacoma, WA 98409
15

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

17

18 **1-02.9 Delivery of Proposal**
19 **(March 1, 2021 Tacoma GSP)**
20

21

21 *Delete this section and replace it with the following:*
22

22

23 Each Proposal shall be submitted in a sealed envelope or shall be submitted electronically
24 via email to sendbid@cityoftacoma.org, with the Project Name and Project Number as
25 stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise
26 required in the Bid Documents, to ensure proper handling and delivery.
27

27

28 Proposals that are received as required will be publicly opened and read as specified in
29 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is
30 received after the time specified in the Call for Bids for receipt of Bid Proposals, or received
31 in a location other than that specified in the Call for Bids.
32

32

33 If an emergency or unanticipated event interrupts normal work processes of the Contracting
34 Agency so that Proposals cannot be received at the office designated for receipt of bids as
35 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to
36 be extended to the same time of day specified in the solicitation on the Tuesday on which
37 the normal work processes of the Contracting Agency resume.
38

38

39 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
40 with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies
41 that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350
42 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with
43 Wage Payment Statutes" document shall be received with the Bid Proposal.
44

44

45 **(April 1, 2018 Tacoma GSP)**

1 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

2
3 **(March 1, 2021 Tacoma GSP)**

4 *Delete this section and replace it with the following:*

5 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or
6 supplement it if:

- 7 1. The Bidder submits a written request signed by an authorized person and emails it to
8 sendbid@cityoftacoma.org, and
- 9 2. The Contracting Agency receives the request before the time set for receipt of
10 Proposals, and
- 11 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
12 Agency before the time set for receipt of Bid Proposals.

13 The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by
14 the revised or supplemented package in its entirety. If the Bidder does not submit a revised or
15 supplemented package, then its bid shall be considered withdrawn.

16 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded
17 by the Contracting Agency and returned unopened.

18
19 **1-02.12 Public Opening of Proposals**

20 **(March 1, 2021 Tacoma GSP)**

21 *Revise this section to read:*

22
23 Proposals will be opened and publicly read via webcast at the time indicated in the call for Bids
24 unless the Bid opening has been delayed or canceled.

25
26 This public bid opening will be held via webinar. Please use the link below or on the Request for
27 Bids page to join the webinar:

28
29 <https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09>

30
31 Preliminary and final bid results are posted at www.TacomaPurchasing.org.

32
33 **1-02.13 Irregular Proposals**

34 **(October 18, 2013 Tacoma GSP)**

35 *Delete this section and replace it with the following:*

- 36
37 1. A proposal will be considered irregular and will be rejected if:
 - 38 a. The Bidder is not prequalified when so required;
 - 39 b. The authorized proposal form furnished by the Contracting Agency is not used or is
40 altered;
 - 41 c. The completed proposal form contains any unauthorized additions, deletions,
42 alternate Bids, or conditions;
 - 43 d. The Bidder adds provisions reserving the right to reject or accept the award, or
44 enter into the Contract;
 - 45 e. A price per unit cannot be determined from the Bid Proposal;
 - 46 f. The Proposal form is not properly executed;
 - 47 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
48 required in Section 1-02.6;

- 1 h. The bidder fails to submit or properly complete the EIC forms as required in Section
- 2 1-02.6;
- 3 i. The Bid Proposal does not constitute a definite and unqualified offer to meet the
- 4 material terms of the Bid invitation; or
- 5 j. More than one proposal is submitted for the same project from a Bidder under the
- 6 same or different names.
- 7 2. A Proposal may be considered irregular and may be rejected if:
- 8 a. The Proposal does not include a unit price for every Bid item;
- 9 b. Any of the unit prices are excessively unbalanced (either above or below the
- 10 amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- 11 c. Receipt of Addenda is not acknowledged;
- 12 d. A member of a joint venture or partnership and the joint venture or partnership
- 13 submit Proposals for the same project (in such an instance, both Bids may be
- 14 rejected); or
- 15 e. If Proposal form entries are not made in ink.
- 16

17 **1-02.14 Disqualification of Bidders**
18 **(October 18, 2013 Tacoma GSP)**

19 *Delete this section and replace it with the following:*

20
21 A Bidder will be deemed not responsible if:

- 22 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
- 23 39.04.350(1), as amended; or
- 24 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in
- 25 collusion will be restricted from submitting further bids; or
- 26 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to
- 27 the full extent of the bid, or to the extent that the bid exceeds the authorized
- 28 prequalification amount as may have been determined by a prequalification of the
- 29 Bidder; or
- 30 4. an unsatisfactory performance record exists based on past or current Contracting
- 31 Agency work or for work done for others, as judged from the standpoint of conduct of
- 32 the work; workmanship; or progress; affirmative action; equal employment
- 33 opportunity practices; termination for cause; or Disadvantaged Business Enterprise,
- 34 Minority Business Enterprise, or Women's Business Enterprise utilization; or
- 35 5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of
- 36 the Contracting Agency might hinder or prevent the prompt completion of the work
- 37 bid upon; or
- 38 6. the Bidder failed to settle bills for labor or materials on past or current contracts,
- 39 unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 40 7. the Bidder has failed to complete a written public contract or has been convicted of a
- 41 crime arising from a previous public contract, unless there are extenuating
- 42 circumstances acceptable to the Contracting Agency; or
- 43 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of
- 44 the Contracting Agency; or
- 45 9. there are any other reasons deemed proper by the Contracting Agency; or
- 46 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria
- 47 listed in the Special Notice to Bidders; or
- 48 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.
- 49

50 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
51 lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal

1 deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
2 demonstrating compliance with all applicable responsibility criteria, including all documentation
3 specifically listed in the supplemental criteria. The Contracting Agency reserves the right to
4 request such documentation from other Bidders as well, and to request further documentation
5 as needed to assess bidder responsibility.
6

7 The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
8 documents or facts obtained by Contracting Agency (whether from the Bidder or third parties)
9 which any reasonable owner would rely on for determining such compliance, including but not
10 limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained
11 directly by the Contracting Agency from owners for whom the Bidder has worked, or other public
12 agencies or private enterprises; and (iii) any additional information obtained by the Contracting
13 Agency which is believed to be relevant to the matter.
14

15 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
16 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder
17 in writing, with the reasons for its determination. If the Bidder disagrees with this determination,
18 it may appeal the determination within 24 hours of receipt of the Contracting Agency's
19 determination by presenting its appeal to the Contracting Agency. The Contracting Agency will
20 consider the appeal before issuing its final determination. If the final determination affirms that
21 the Bidder is not responsible, the Contracting Agency will not execute a contract with any other
22 Bidder until at least two business days after the Bidder determined to be not responsible has
23 received the final determination.
24

25 **1-02.15 Pre Award Information**
26 **(August 14, 2013 APWA GSP)**
27

28 *Revise this section to read:*
29

30 Before awarding any contract, the Contracting Agency may require one or more of these items
31 or actions of the apparent lowest responsible bidder:

- 32 1. A complete statement of the origin, composition, and manufacture of any or all materials
33 to be used,
- 34 2. Samples of these materials for quality and fitness tests,
- 35 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
36 and time required for the various phases of the work,
- 37 4. A breakdown of costs assigned to any bid item,
- 38 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 39 6. Obtain, and furnish a copy of, a business license to do business in the city or county
40 where the work is located.
- 41 7. Any other information or action taken that is deemed necessary to ensure that the bidder
42 is the lowest responsible bidder.
43
44
45

END OF SECTION

1 **1-03 AWARD AND EXECUTION OF CONTRACT**

2
3 **1-03.1 Consideration of Bids**
4 **(January 23, 2006 APWA GSP)**

5 *Revise the first paragraph to read:*

6
7 After opening and reading proposals, the Contracting Agency will check them for correctness of
8 extensions of the prices per unit and the total price. If a discrepancy exists between the price
9 per unit and the extended amount of any bid item, the price per unit will control. If a minimum
10 bid amount has been established for any item and the bidder's unit or lump sum price is less
11 than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or
12 lump sum price, to the minimum specified amount and recalculate the extension. The total of
13 extensions, corrected where necessary, including sales taxes where applicable and such
14 additives and/or alternates as selected by the Contracting Agency, will be used by the
15 Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the
16 amount of the contract bond.

17
18 **1-03.2 Award of Contract**
19 **(March 27, 2003 Tacoma GSP)**

20
21 All references to 45 calendar days shall be revised to read 60 calendar days.

22
23 **1-03.3 Execution of Contract**
24 **(January 19, 2022 APWA GSP)**

25 *Revise this section to read:*

26
27 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the
28 successful Bidder shall provide the information necessary to execute the Contract to the
29 Contracting Agency. The Bidder shall send the contact information, including the full name,
30 email address, and phone number, for the authorized signer and bonding agent to the
31 Contracting Agency.

32
33 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for
34 signature by the successful bidder on the first business day following award. The number of
35 copies to be executed by the Contractor will be determined by the Contracting Agency.

36
37 Within 10 calendar days after the award date, the successful bidder shall return the signed
38 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
39 07.18, a satisfactory bond as required by law and Section 1-03.4. Before execution of the
40 contract by the Contracting Agency, the successful bidder shall provide any pre-award
41 information the Contracting Agency may require under Section 1-02.15.

42
43 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
44 Agency nor shall any work begin within the project limits or within Contracting Agency-furnished
45 sites. The Contractor shall bear all risks for any work begun outside such areas and for any
46 materials ordered before the contract is executed by the Contracting Agency.

47
48 If the bidder experiences circumstances beyond their control that prevents return of the contract
49 documents within the calendar days after the award date stated above, the Contracting Agency
50 may grant up to a maximum of 10 additional calendar days for return of the documents,
51 provided the Contracting Agency deems the circumstances warrant it.

1
2 **1-03.4 Contract Bond**
3 **(July 23, 2015 APWA GSP)**

4 *Delete the first paragraph and replace it with the following:*
5

6 The successful bidder shall provide executed payment and performance bond(s) for the full
7 contract amount. The bond may be a combined payment and performance bond; or be
8 separate payment and performance bonds. In the case of separate payment and performance
9 bonds, each shall be for the full contract amount. The bond(s) shall:

- 10 1. Be on Contracting Agency-furnished form(s);
- 11 2. Be signed by an approved surety (or sureties) that:
 - 12 a. Is registered with the Washington State Insurance Commissioner, and
 - 13 b. Appears on the current Authorized Insurance List in the State of Washington
14 published by the Office of the Insurance Commissioner,
- 15 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
16 conditions under the Contract, including but not limited to the duty and obligation to
17 indemnify, defend, and protect the Contracting Agency against all losses and claims
18 related directly or indirectly from any failure:
 - 19 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
20 subcontractors of the Contractor) to faithfully perform and comply with all contract
21 obligations, conditions, and duties, or
 - 22 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
23 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
24 material person, or any other person who provides supplies or provisions for carrying
25 out the work;
- 26 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
27 project under titles 50, 51, and 82 RCW; and
- 28 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
29 bond; and
- 30 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
31 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
32 the president or vice president, unless accompanied by written proof of the authority of
33 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
34 power of attorney, or a letter to such effect signed by the president or vice president).
35

36 **1-03.5 Failure to Execute Contract**
37 **(April 15, 2020 Tacoma GSP)**

38 *The first sentence is revised to read:*
39

40 Failure to return the insurance certification and bond with the signed contract as required in
41 Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the
42 contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the
43 state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder
44

45
46 **END OF SECTION**

1 **1-04 SCOPE OF THE WORK**

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
4 **and Addenda**

5 **(March 13, 2012 APWA GSP)**

6 *Revise the second paragraph to read:*

7
8 Any inconsistency in the parts of the contract shall be resolved by following this order of
9 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 10 1. Addenda,
- 11 2. Proposal Form,
- 12 3. Special Provisions,
- 13 4. Contract Plans,
- 14 5. Amendments to the Standard Specifications,
- 15 6. Standard Specifications,
- 16 7. Contracting Agency's Standard Plans or Details (if any), and
- 17 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

18
19 **1-04.4 Changes**

20 **(*****)**

21 *Revise the fifth paragraph to read:*

22
23 For item 2, if the actual quantity of any item, exclusive of added or deleted amounts
24 included in agreed change orders, increases or decreases by more than 25 percent from the
25 original Plan quantity, the unit Contract prices for that item may be adjusted in accordance with
26 Section 1-04.6; provided that, the un-adjusted unit Contract price shall apply to any Work
27 completed prior to the Contractor receiving a written change order approved by the Engineer, or
28 an oral order from the Engineer before actually receiving the written change order.

29
30 **1-04.6 Variation in Estimated Quantities**

31 **(*****)**

32 *This section is supplemented with the following:*

33
34 The quantities for Roadway Excavation, Removal and Replacement of Unsuitable Material Incl.
35 Haul, Crushed Surfacing Base Course, Crushed Surfacing Top Course, HMA for Pavement
36 Patch, Temporary Pavement Patch, HMA for Approach, Soil Amendment, Topsoil Type A, and
37 Seeded Lawn Installation have been entered into the Proposal only to provide a common
38 proposal for bidders. Actual quantities will be determined in the field as the work progresses,
39 and will be paid at the original bid price, regardless of final quantity. These bid items shall not
40 be subject to the provisions of 1-04.6 of the Standard Specifications.

41
42
43 **END OF SECTION**

1 **1-05 CONTROL OF WORK**

2
3 **1-05.3 Plans and Working Drawings**
4 **(January 6, 2015 Tacoma GSP)**

5 *This section is deleted in its entirety and replaced with the following:*

6
7 **1-05.3 Submittals**

8
9 The Contractor shall not install materials or equipment, which requires submittals, until reviewed
10 by the Contracting Agency. Late submissions by the Contractor shall not be cause for time
11 extension.

12
13 **Submittals shall be made per Bid Item, rather than per material.** The Contractor shall be
14 responsible for ensuring that each submittal includes cut sheets and/or other information for all
15 pertinent materials necessary to complete the work for each Bid Item. It is understood that
16 producing submittals for each Bid Item may require multiple submittals of common materials
17 that are associated with more than one Bid Item. The Contractor shall also be responsible for
18 producing submittals that may only be associated with a Specification Section, not a particular
19 Bid Item.

20
21 The Contractor shall submit electronic copies of each submittal required by the Contract
22 Documents through the Contracting Agency's web-based project management software, e-
23 Builder® (see Section 1-05.19), unless otherwise required in these Special Provisions. This
24 includes, but is not limited to:

- 25 • Shop Drawings/Plans
- 26 • Product Data
- 27 • Samples
- 28 • Reports
- 29 • Material Submittals (Ref. 1-06)
- 30 • Progress Schedules (Ref. 1-08.3)
- 31 • Guarantees/Warranties (Ref. 1-05.10)

32
33 Physical samples shall be delivered with a hardcopy transmittal of the e-Builder® submittal.

34
35 The Engineer will return reviewed submittals through the e-Builder® web-based project
36 management software for the Contractor's use.

37
38 **1-05.3(1) Submittal Schedule**

39
40 In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed
41 prior to commencing any work. No delay claim shall be entertained for Contractor's failure to
42 comply.

43
44 No claim will be allowed for damages or extension of time resulting from rejection of a submittal
45 or the requirement of resubmittals as outlined by this section.

46
47 The Engineer's review will be completed as quickly as possible, but may require up to ten (10)
48 working days from the date the submittals or resubmittals are received until they are sent to the
49 Contractor. If more than ten (10) working days are required for the Engineer's review of any

1 individual submittal or resubmittal, an extension of time will be considered in accordance with
2 Section 1-08.8.

3 4 **1-05.3(2) Submittal Procedures**

5
6 Contractor submittals shall be in accordance with the following:

7
8 The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of
9 the material or item shown. The Contractor shall review each submittal and note any errors,
10 omissions, or deviations with the Contract Documents. The Contractor shall accept full
11 responsibility for the completeness of each submittal.

12
13 Each submittal shall have a unique number assigned to it (via e-Builder®). On each page,
14 indicate the page number, and total number of pages in each submittal.

15
16 Each submittal shall indicate the following:

- 17 1. The intended use of the item in the work;
- 18 2. Clearly indicate only applicable items on any catalog cut sheets;
- 19 3. The current revision, issue number, and data shall be indicated on all drawings and
20 other descriptive data.
- 21 4. Description of Submittal.
- 22 5. Related Specification Section and/or plan sheet.
- 23 6. Each material submittal shall clearly indicate the name and address of all suppliers,
24 processors, distributors, and/or producers from which the Contractor directly
25 purchased each material.

26
27 When submitting product data, the Contractor shall modify drawings to delete any information
28 not applicable to the project and add information that is applicable to the project. The
29 Contractor shall mark copies of printed material to clearly identify the pertinent materials,
30 products or models.

31
32 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
33 characteristics of product or material and full range of colors available. Field samples and
34 mock-ups, where required, shall be erected at the project site where directed by the Engineer.

35
36 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
37 submittals from requirements of the contract documents.

38
39 The City shall not be responsible for delays in reviewing submittals not submitted in accordance
40 with these specifications.

41 42 **1-05.3(3) Engineer's Review of Submittals**

43
44 The Engineer's review of drawings and data submitted by the Contractor will cover only general
45 conformity with the Contract drawings and specifications. The Engineer's review of submittals
46 shall not relieve the Contractor from responsibility for errors, omissions, deviations, or
47 responsibility for compliance with the Contract documents.

48
49 Review of a separate item does not constitute review of an assembly in which the item
50 functions.

51

1 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
2 required. When the submittal is marked "REVIEWED WITH COMMENTS" the Contractor shall
3 comply with any comments on the return submittal.
4

5 **1-05.3(4) Resubmittals**

6

7 When a submittal is marked "REVISE AND RESUBMIT" or "REJECTED," the Contractor shall
8 make the corrections as noted and instructed by the Engineer and resubmit via e-Builder®. The
9 Contractor shall not install material or equipment that has received a review status of "REVISE
10 AND RESUBMIT" or REJECTED".

11
12 When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to
13 all revisions and shall list separately any revision made other than those called for by the
14 Engineer on previous submittals. e-Builder® will assign the resubmittal number of the original
15 submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.
16

17 Each submittal shall have a unique number assigned to it (via e-Builder®).
18

19 The Contractor shall revise returned submittals as required and resubmit until final review is
20 obtained. Any associated progress delay due to the Contractor's need to revise and resubmit is
21 the Contractor's sole responsibility.
22

23 The Contractor shall verify that all exceptions previously noted by the Engineer have been
24 accounted for.
25

26 **1-05.3(5) Submittal Requirements by Section**

27

28 The following is a general summary of submittal requirements. This summary is not inclusive of
29 all submittal requirements and does not relieve the Contractor of their responsibility to provide
30 submittals as noted in subsequent sections of the specifications. The Contractor shall review
31 each bid item and individual section in the applicable provisions or specifications, as noted
32 below, for specific requirements.

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-17	Pipe materials
7-18	Pipe Couplings
7-18	Inserta-Tees
7-20	Grass Sod
7-21	Concrete Sealant
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	Inlet Protection
8-02	Topsoil Type A
8-02	Bark or Wood Chip Mulch
8-02	Seed Mix
8-21	Permanent Signing

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1-05.3(6) Project Red Line Drawings

The Contractor shall submit Project Red Line Drawings in accordance with the following.

Red line drawings refer to those documents maintained and annotated by the Contractor during construction and is defined as, a neatly and legibly marked set of Contract drawings showing any changes made to the original details of work.

The Contractor shall maintain drawings in good condition; protect from deterioration and keep in a clean, dry, and secure location. The Project Red Line Drawings shall not be used for construction purposes.

The Contractor shall provide to the City, access to Project Red Line Drawings at all times during normal working hours.

Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-date drawings to a monthly "red line review" meeting where the Engineer will verify the maintenance of the Project Red Line Drawings as part of the condition precedent to approving

1 the monthly progress payment disbursement process. Monthly progress payments to the
2 Contractor may not be processed, if red line information for the involved work to date has not
3 been accurately recorded on the Project Red Line Drawings.

4
5 At the completion of the construction work, prior to pre-final payment, all Project Red Line
6 Drawings shall be submitted to the Engineer.

7
8 A. Project Red Line Drawings:

9
10 Do not permanently conceal any work until required information has been recorded. Mark
11 drawings to show the actual installation where the installation varies from the work as
12 originally shown on the Contract drawings or indicated in the Contract specifications. Give
13 particular attention to information on concealed elements that would be difficult to measure
14 and record at a later date.

- 15
- 16 1. Changes and information shall be clearly drawn, described and shown technically
17 correct.
- 18 2. Mark drawings with red erasable pencil.
- 19 3. Record data as soon as possible after obtaining it.
- 20 4. Mark any new information.
- 21 5. Keep accurate measurements of horizontal and vertical locations of underground
22 services and utilities.
- 23 6. Mark any changes made where installation varies from that shown originally, such
24 as, in materials, equipments, locations, alignments, elevations, and any other
25 dimensions of the work.
- 26 7. For any work not demolished, abated, or salvaged, cross out and appropriately
27 annotate "Not Complete".
- 28 8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date
29 the revision(s) was made.
- 30 9. Note Request For Change (RFC), Request For Information (RFI), and similar
31 identification, where applicable.

32
33 B. Format:

34
35 Identify and date each print; include the designation "PROJECT RED LINE DRAWINGS" in
36 a prominent location.

- 37
- 38 1. Prints: Organize Red Line Drawings into manageable sets. Include identification on
39 cover sheets.
- 40 2. Identify cover sheets as follows:
 - 41 • Specification No.
 - 42 • Project Name
 - 43 • Date
 - 44 • "PROJECT RED LINE DRAWINGS"
 - 45 • Name of Engineer
 - 46 • Name of Contractor
- 47 3. Electronic Copies: Project Red Line Drawings shall be electronically marked up and
48 submitted through e-Builder in PDF format.
- 49

1 The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs
2 associated with, including but not limited to, documenting, revising, updating, maintaining, and
3 submitting red line drawings at the completion of construction work.

4 5 **1-05.3(8) Clarifications**

6
7 Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using
8 e-Builder® as described in Section 1-05.19 of the Special Provisions. The Contractor shall
9 provide a clear and concise clarification question, specific project document reference such as
10 plan detail number or specification number, proposed solution to the clarification question, and
11 provide any supporting documentation necessary to understand the clarification question.

12
13 Request for Information responses provided by the Contracting Agency shall be incorporated
14 into the Project Red-Line Drawings, if resulting in a change to the Contract Plans.

15
16 Request for Information responses provided by the Contracting Agency shall not be construed
17 to be a change to the Contract Documents.

18 19 **1-05.4 Conformity With and Deviations from Plans and Stakes**

20 *Add the following two new sub-section:*

21 22 **1-05.4(1) Roadway and Utility Surveys**

23
24 *Supplement this section with the following:*

25 **1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility Surveys** 26 **(July 23, 2015 APWA GSP, Option 1)**

27
28 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
29 measurements the Engineer deems necessary for completion of the work. These shall
30 generally consist of one initial set of:

- 31 1. Slope stakes for establishing grading;
- 32 2. Curb grade stakes;
- 33 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
- 34 4. Offset points to establish line and grade for underground utilities such as water, sewers,
35 and storm drains.

36
37 On alley construction projects with minor grade changes, the Engineer shall provide only offset
38 hubs on one side of the alley to establish the alignment and grade.

39 40 **1-05.7 Removal of Defective and Unauthorized Work** 41 **(October 1, 2005 APWA GSP)**

42 *Supplement this section with the following:*

43
44 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
45 written notice from the Engineer, or fails to perform any part of the work required by the Contract
46 Documents, the Engineer may correct and remedy such work as may be identified in the written
47 notice, with Contracting Agency forces or by such other means as the Contracting Agency may
48 deem necessary.

49
50 If the Contractor fails to comply with a written order to remedy what the Engineer determines to
51 be an emergency situation, the Engineer may have the defective and unauthorized work

1 corrected immediately, have the rejected work removed and replaced, or have work the
2 Contractor refuses to perform completed by using Contracting Agency or other forces. An
3 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
4 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

5
6 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
7 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
8 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
9 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
10 without limitation, compensation for additional professional services required, and costs for
11 repair and replacement of work of others destroyed or damaged by correction, removal, or
12 replacement of the Contractor's unauthorized work.

13
14 No adjustment in Contract time or compensation will be allowed because of the delay in the
15 performance of the work attributable to the exercise of the Contracting Agency's rights provided
16 by this Section.

17
18 The rights exercised under the provisions of this section shall not diminish the Contracting
19 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
20 Contractor's failure to perform the work as required.

21 22 **1-05.11 Final Inspection**

23 *Delete this section and replace it with the following:*

24 25 **1-05.11 Final Inspections and Operational Testing** 26 **(October 1, 2005 APWA GSP)**

27 28 **1-05.11(1) Substantial Completion Date**

29
30 When the Contractor considers the work to be substantially complete, the Contractor shall so
31 notify the Engineer and request the Engineer establish the Substantial Completion Date. The
32 Contractor's request shall list the specific items of work that remain to be completed in order to
33 reach physical completion. The Engineer will schedule an inspection of the work with the
34 Contractor to determine the status of completion. The Engineer may also establish the
35 Substantial Completion Date unilaterally.

36
37 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially
38 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will
39 set the Substantial Completion Date. If, after this inspection the Engineer does not consider the
40 work substantially complete and ready for its intended use, the Engineer will, by written notice,
41 so notify the Contractor giving the reasons therefore.

42
43 Upon receipt of written notice concurring in or denying substantial completion, whichever is
44 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
45 interruption, the work necessary to reach Substantial and Physical Completion. The Contractor
46 shall provide the Engineer with a revised schedule indicating when the Contractor expects to
47 reach substantial and physical completion of the work.

48
49 The above process shall be repeated until the Engineer establishes the Substantial Completion
50 Date and the Contractor considers the work physically complete and ready for final inspection.
51

1 **1-05.11(2) Final Inspection and Physical Completion Date**
2

3 When the Contractor considers the work physically complete and ready for final inspection, the
4 Contractor by written notice, shall request the Engineer to schedule a final inspection. The
5 Engineer will set a date for final inspection. The Engineer and the Contractor will then make a
6 final inspection and the Engineer will notify the Contractor in writing of all particulars in which the
7 final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately
8 take such corrective measures as are necessary to remedy the listed deficiencies. Corrective
9 work shall be pursued vigorously, diligently, and without interruption until physical completion of
10 the listed deficiencies. This process will continue until the Engineer is satisfied the listed
11 deficiencies have been corrected.
12

13 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written
14 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take
15 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The
16 Contractor will not be allowed an extension of contract time because of a delay in the
17 performance of the work attributable to the exercise of the Engineer's right hereunder.
18

19 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
20 Agency, in writing, of the date upon which the work was considered physically complete. That
21 date shall constitute the Physical Completion Date of the Contract, but shall not imply
22 acceptance of the work or that all the obligations of the Contractor under the contract have been
23 fulfilled.
24

25 **1-05.12(1) One-Year Guarantee Period**
26 **(*****)**
27

28 For all work within the right-of-way, the Contractor shall return to the project and repair or
29 replace all defects in workmanship and material discovered within one year after Final
30 Acceptance. The Contractor shall start work to remedy any such defects within 7 calendar days
31 of receiving Contracting Agency's written notice of a defect, and shall complete such work within
32 the time stated in the Contracting Agency's notice. In case of an emergency, where damage
33 may result from delay or where loss of services may result, such corrections may be made by
34 the Contracting Agency's own forces or another Contractor, in which case the cost of
35 corrections shall be paid by the Contractor. In the event the Contractor does not accomplish
36 corrections within the time specified, the work will be otherwise accomplished and the cost of
37 same shall be paid by the Contractor.
38

39 When corrections of defects are made, the Contractor shall then be responsible for correcting all
40 defects in workmanship and materials in the corrected work for one year after acceptance of the
41 corrections by Contracting Agency.
42

43 This guarantee is supplemental to and does not limit or affect the requirements that the
44 Contractor's work comply with the requirements of the Contract or any other legal rights or
45 remedies of the Contracting Agency.
46

47 **1-05.13 Superintendents, Labor and Equipment of Contractor**
48 **(August 14, 2013 APWA GSP)**
49

50 *Delete the sixth and seventh paragraphs of this section.*
51

1 **1-05.15 Method of Serving Notices**
2 **(March 25, 2009 APWA GSP)**

3 *Revise the second paragraph to read:*

4
5 All correspondence from the Contractor shall be directed to the Project Engineer. All
6 correspondence from the Contractor constituting any notification, notice of protest, notice of
7 dispute, or other correspondence constituting notification required to be furnished under the
8 Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project
9 Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
10 correspondence will not constitute such notice and will not comply with the requirements of the
11 Contract.

12
13 *Add the following new section:*

14
15 **1-05.16 Water and Power**
16 **(October 1, 2005 APWA GSP)**

17
18 The Contractor shall make necessary arrangements, and shall bear the costs for power and
19 water necessary for the performance of the work, unless the Contract includes power and water
20 as a pay item.

21
22 *Add the following new section:*

23
24 **1-05.19 Project Management Communications**
25 **(*****)**

26
27 **1-05.19(1) Summary**

28
29 The Contractor shall use the Internet web-based project management communications tool, e-
30 Builder® ASP software, and protocols included in that software during this project. The use of
31 project management communications as herein described does not replace or change any
32 contractual responsibilities of the participants.

33
34 User registration, electronic and computer equipment, and internet connections are the
35 responsibility of each project participant.

36
37 Nothing in this specification or the subsequent communications supersedes the parties'
38 obligations and rights for copyright or document ownership as established by the Contract
39 Documents. The use of CAD files, processes, or design information distributed in this system is
40 intended only for the project specified herein.

41
42 **1-05.19(2) Training & Support**

43
44 A virtual group training session will be provided for the Contractor and facilitated by the
45 Contracting Agency. The training session duration is generally 2 hours. The Contractor's e-
46 Builder® users are required to attend the scheduled training sessions that they are assigned to.
47 Requests for specific scheduled classes will be on a first come first served basis by availability.

48
49 **1-05.19(3) Authorized Users**

50
51 Access to the web site will be by individuals who are licensed users.

- 1
- 2 1. The City will provide the Contractor with up to four licensed user accounts for the
- 3 duration of the project. The sharing of user accounts is prohibited.
- 4 2. Additional licensed user accounts may be purchased from e-Builder®.
- 5 3. Authorized users will be contacted via e-mail with a temporary user password. The user
- 6 shall update the required information at their first log-in and be responsible for proper
- 7 password protection.
- 8 4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an
- 9 authorized user.

10 **1-05.19(4) Communications**

11 The use of fax, email and courier communication for this project is discouraged in favor of using
12 e-Builder® to send messages. Communication functions are as follows:

- 13 1. Document Integrity and Revisions: Documents, comments, drawings and other data
- 14 posted to the system remain a permanent component of the project. The originator, time
- 15 and date are recorded for each document submitted to the system. Submitting a new
- 16 document or record with a unique ID, originator, and time stamp is the method used to
- 17 make modifications or corrections.
- 18 2. Document Security: The system provides a method for communication of documents.
- 19 Documents allow security group assignment to respect the contractual parties'
- 20 communication with the exception that the Contracting Agency Administrative Users
- 21 have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN**
- 22 **THE DATABASE.**
- 23 3. Notifications and Distribution: Document distribution to project members may be
- 24 accomplished both within the e-Builder® system and via email depending on user
- 25 settings. Project document distribution to parties outside of the project communication
- 26 system may be accomplished by secure email of outgoing documents and attachments,
- 27 readable by a standard email client.
- 28 4. Except for paper documents which require original signatures and large format
- 29 documents (greater than 11 x 17 inches), all other documents shall be submitted by
- 30 transmission in electronic form to the e-Builder® web site by licensed users.
- 31 a. Large format documents may be transmitted by hardcopy and electronically via
- 32 e-Builder® as otherwise agreed, or as otherwise noted in the specifications.
- 33 b. Electronic processes and document types that shall be managed via e-Builder®
- 34 include, but are not limited to:
- 35 i. Request for Information (RFI)
- 36 ii. Change Order (CO)
- 37 iii. Submittals
- 38 iv. Transmittals, including record of documents and materials delivered in
- 39 hard copy
- 40 v. Meeting Minutes
- 41 vi. Application for Payments
- 42 vii. Review Comments
- 43 viii. Inspector's Daily Field Reports (IDR)
- 44 ix. Construction Photographs
- 45 x. Drawings
- 46 xi. Supplemental Sketches
- 47 xii. Schedules
- 48 xiii. Specifications
- 49
- 50
- 51

- xiv. Inspection Reports
- xv. Survey Requests
- xvi. TV Inspection Requests

1-05.19(5) Record Keeping

1. The Contracting Agency, their representatives, and the Contractor shall respond to electronic documents received from e-Builder® and consider them as if received in paper document form.
2. The Contracting Agency, their representatives, and the Contractor reserve the right to reply or respond through e-Builder® to documents actually received in paper document form.
3. The following are examples of paper documents which may require an original signature:
 - a. Contract
 - b. Change Orders
 - c. Application & Certificates for Payment
 - d. Force Account and Protested Force Account forms

1-05.19(6) Minimum Equipment Requirements

In addition to other requirements specified in this Section, the Contractor shall be responsible for providing suitable computers, necessary software and internet access to utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat Reader (compatible with current versions) are required. Contact e-Builder® for any additional equipment requirements and support at the following website: <http://www.e-builder.net/services/support>.

No separate payment will be made for the use of e-Builder®, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and maintaining e-Builder®, including but not limited to, labor, training, equipment, and required software are the sole responsibility of the Contractor.

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

2
3 **1-06.1 Approval of Materials Prior To Use**
4 **(September 15, 2010 Tacoma GSP)**

5 *The first sentence is revised to read:*

6
7 All materials and equipment shall be submitted for review in accordance with section 1-05.3 of
8 these special provisions.

9
10 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
11 The Contractor shall use the Aggregate Source Approval (ASA) Database.

12
13 All equipment, materials, and articles incorporated into the permanent Work:

- 14
- 15 1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
 - 16 2. Shall meet the requirements of the Contract and be approved by the Engineer;
 - 17 3. May be inspected or tested at any time during their preparation and use; and
 - 18 4. Shall not be used in the Work if they become unfit after being previously approved.
- 19
20
21
22

23 **1-06.1(1) Qualified Products List (QPL)**

24 *This section is revised in its entirety to read:*

25
26 QPL's are not accepted by the City.

27
28 **1-06.1(2) Request for Approval of Material (RAM)**

29 *This section is deleted in its entirety.*

30
31
32 **END OF SECTION**

1 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

2
3 **1-07.1 Laws to be Observed**
4 **(October 1, 2005 APWA GSP)**

5 *Supplement this section with the following:*

6
7 In cases of conflict between different safety regulations, the more stringent regulation shall
8 apply.

9
10 The Washington State Department of Labor and Industries shall be the sole and paramount
11 administrative agency responsible for the administration of the provisions of the Washington
12 Industrial Safety and Health Act of 1973 (WISHA).

13
14 The Contractor shall maintain at the project site office, or other well known place at the project
15 site, all articles necessary for providing first aid to the injured. The Contractor shall establish,
16 publish, and make known to all employees, procedures for ensuring immediate removal to a
17 hospital, or doctor's care, persons, including employees, who may have been injured on the
18 project site. Employees should not be permitted to work on the project site before the
19 Contractor has established and made known procedures for removal of injured persons to a
20 hospital or a doctor's care.

21
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
23 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their
24 failure, or improper maintenance, use, or operation. The Contractor shall be solely and
25 completely responsible for the conditions of the project site, including safety for all persons and
26 property in the performance of the work. This requirement shall apply continuously, and not be
27 limited to normal working hours. The required or implied duty of the Engineer to conduct
28 construction review of the Contractor's performance does not, and shall not, be intended to
29 include review and adequacy of the Contractor's safety measures in, on, or near the project site.

30
31 **1-07.2 State Taxes**
32 **(January 6, 2015 TACOMA GSP)**

33 *Supplement this section with the following:*

34
35 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the
36 Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications for Road,
37 Bridge, and Municipal Construction.

38
39 **1-07.9 Wages**

40
41 **1-07.9(1) General**
42 **(January 10, 2022 WSDOT GSP)**

43 *This section is supplemented with the following:*

44
45 The State rates incorporated into this contract are applicable to all construction activities
46 associated with this contract.

47

1 **1-07.9(5) Required Documents**
2 **(*****)**

3
4 *Delete this section and replace it with the following:*

5
6 **General**

7 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified
8 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
9 submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit
10 (PWIA) system. Weekly Certified Payrolls shall be submitted for the Contractor and all lower
11 tier Subcontractors or agents.

12
13 **Intentions and Affidavits**

14 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to
15 the Engineer the following for themselves and for each firm covered under RCW 39.12 that
16 will or has provided Work and materials for the Contract:

- 17
18 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
19 number F700-029-000. The Contracting Agency will make no payment under this
20 Contract until this statement has been approved by State L&I and reviewed by the
21 Engineer.
- 22
23 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-
24 007-000. The Contracting Agency will not grant Completion until all approved
25 Affidavit of Wages paid for the Contractor and all Subcontractors have been received
26 by the Engineer. The Contracting Agency will not release to the Contractor any funds
27 retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have
28 been approved by State L&I and all of the approved forms have been submitted to
29 the Engineer for every firm that worked on the Contract.

30
31 The Contractor is responsible for requesting these forms from State L&I and for paying any
32 fees required by State L&I.

33
34 **Certified Payrolls**

35 Certified payrolls are required to be submitted by the Contractor for themselves, all
36 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on
37 all Federal-aid projects and no less than monthly on State funded projects.

38
39 **Penalties for Noncompliance**

40 The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines,
41 any or all payments may be withheld until compliance is achieved. In addition, failure to
42 provide these payrolls may result in other sanctions as provided by State laws (RCW
43 39.12.050) and/or Federal regulations (29 CFR 5.12).

44
45 **1-07.15 Temporary Water Pollution/Erosion Control**
46 **(March 23, 2010 Tacoma GSP)**

47 *This section is supplemented with the following:*

48
49 Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours,
50 or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to enter waters

1 of the State or the City stormwater system. If pH exceeds 8.5, the Contractor shall immediately
2 discontinue work and initiate treatment according to the plan to lower the pH. Work may
3 resume, with treatment, once the pH of the stormwater is 8.5 or less or it can be demonstrated
4 that the runoff will not reach surface waters or the City stormwater system.

5
6 High pH process water shall not be discharged to waters of the State or the City stormwater
7 system. Unless specific measures are identified in the Special Provisions, high pH water may
8 be infiltrated, dispersed in vegetation or compost, or discharged to a sanitary sewer system.
9 Disposal shall be in accordance with the City of Tacoma Surface Water Management Manual or
10 to City wastewater system with proper approval. Water being infiltrated or dispersed shall have
11 no chance of discharging directly to waters of the State or the City stormwater system, including
12 wetlands or conveyances that indirectly lead to waters of the State. High pH process water
13 shall be treated to within a range of 6.5 to 8.5 pH units prior to infiltration to ensure the
14 discharge does not cause a violation of groundwater quality standards. If water is discharged to
15 the sanitary sewer, the Contractor shall provide a copy of permits and requirements for placing
16 the material into a sanitary sewer system prior to beginning the work. Process water may be
17 collected and disposed of by the Contractor off the project site. The Contractor shall provide a
18 copy of the permit for an approved waste site for the disposal of the process water prior to the
19 start of work that generates the process water. A Special Approved Discharge permit shall be
20 required for all discharges to the sanitary sewer system.

21
22 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
23 **(February 9, 2011 Tacoma GSP)**

24 *This section is revised to read:*

25
26 The Contractor shall prepare a project-specific spill prevention, control, and countermeasures
27 plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit
28 the plan to the Project Engineer no later than the date of the preconstruction conference. No on-
29 site construction activities may commence until the Contracting Agency accepts an SPCC Plan
30 for the project.

31
32 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other
33 materials as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-
34 11). Occupational safety and health requirements that may pertain to SPCC Plan
35 implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843.

36
37 **Implementation Requirements**

38 The SPCC Plan shall be updated by the Contractor throughout project construction so that the
39 written plan reflects actual site conditions and practices. The Contractor shall update the SPCC
40 Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All
41 project employees shall be trained in spill prevention and containment, and they shall know
42 where the SPCC Plan and spill response kits are located and have immediate access to them.

43
44 If hazardous materials are encountered or spilled during construction, the Contractor shall do
45 everything possible to control and contain the material until appropriate measures can be taken.
46 The Contractor shall supply and maintain spill response kits of appropriate size within close
47 proximity to hazardous materials and equipment.

48
49 The Contractor shall implement the spill prevention measures identified in the SPCC Plan
50 before performing any of the following:

- 1
- 2 1. Placing materials or equipment in staging or storage areas.
- 3
- 4 2. Refueling, washing, or maintaining equipment.
- 5
- 6 3. Stockpiling contaminated materials.
- 7

8 **SPCC Plan Element Requirements**

9 The SPCC Plan shall set forth the following information in the following order:

- 10
- 11 1. **Responsible Personnel**
- 12 Identify the name(s), title(s), and contact information, including a 24/7 emergency
- 13 contact number, for the personnel responsible for implementing and updating the plan,
- 14 including all spill responders.
- 15
- 16 2. **Spill Reporting**
- 17 List the names and telephone numbers of the Federal, State, and local agencies the
- 18 Contractor shall notify in the event of a spill. The City of Tacoma contact will be the
- 19 Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source
- 20 Control Spill Response number at 253.502.2222.
- 21
- 22 3. **Project and Site Information**
- 23 Describe the following items:
- 24 A. The project Work.
- 25 B. The site location and boundaries.
- 26 C. The drainage pathways from the site, including both stormwater and sanitary
- 27 conveyance pathways.
- 28 D. Nearby waterways and sensitive areas and their distances from the site.
- 29
- 30 4. **Potential Spill Sources**
- 31 Describe each of the following for all potentially hazardous materials brought or
- 32 generated on-site (including materials used for equipment operation, refueling,
- 33 maintenance, or cleaning):
- 34 A. Name of material and its intended use.
- 35 B. Estimated maximum amount on-site at any one time.
- 36 C. Location(s) (including any equipment used below the ordinary high water line) where
- 37 the material will be staged, used, and stored and the distance(s) from nearby
- 38 waterways and sensitive areas.
- 39 D. Decontamination location and procedure for equipment that comes into contact with
- 40 the material.
- 41 E. Disposal procedures.
- 42 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
- 43 material.
- 44 5. **Pre-Existing Contamination**
- 45 Describe any pre-existing contamination and contaminant sources (such as buried pipes
- 46 or tanks) in the project area that are described in the Contract documents. Identify
- 47 equipment and work practices that will be used to prevent the release of contamination.
- 48
- 49 6. **Spill Prevention and Response Training**
- 50 Describe how and when all personnel (including refueling Contractors and
- 51 Subcontractors) will be trained in spill prevention, containment, and response in

1 accordance with the Plan. Describe how and when all spill responders will be trained in
2 accordance with WAC 296-824.

3
4 7. Spill Prevention

5 Describe the following items:

- 6
7 A. Spill response kit contents and location(s).
8 B. Security measures for potential spill sources.
9 C. Secondary containment practices and structures for all containers to handle the
10 maximum volume of potential spill of hazardous materials.
11 D. Methods used to prevent stormwater from contacting hazardous materials.
12 E. Site inspection procedures and frequency.
13 F. Equipment and structure maintenance practices.
14 G. Daily inspection and cleanup procedures that ensure all equipment used below the
15 ordinary high water line is free of all external petroleum-based products.
16 H. Refueling procedures for equipment that cannot be moved from below the ordinary
17 high water line.

18
19 8. Spill Response

20 Outline the response procedures the Contractor will follow for each scenario listed
21 below. Include a description of the actions the Contractor shall take and the specific on-
22 site spill response equipment that shall be used to assess the spill, secure the area,
23 contain and eliminate the spill source, and clean up and dispose of spilled and
24 contaminated material.

25
26 Response procedures shall be outlined in the Spill Response section and shall include
27 notification to the City of Tacoma Wastewater Treatment Plant Operations number at
28 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

- 29
30 A. A spill of each type of hazardous material at each location identified in 4, above.
31 B. Stormwater that has come into contact with hazardous materials.
32 C. Drainage pathways from the site, including both stormwater and sanitary conveyance
33 pathways.
34 D. A release or spill of any unknown pre-existing contamination and contaminant
35 sources (such as buried pipes or tanks) encountered during project Work.
36 E. A spill occurring during Work with equipment used below the ordinary high water line.

37
38 If the Contractor will use a Subcontractor for spill response, provide contact information
39 for the Subcontractor under item 1 (above), identify when the Subcontractor will be used,
40 and describe actions the Contractor shall take while waiting for the Subcontractor to
41 respond.

42
43 9. Project Site Map

44 Provide a map showing the following items:

- 45
46 A. Site location and boundaries.
47 B. Site access roads.
48 C. Drainage pathways from the site.
49 D. Nearby waterways and sensitive areas.
50 E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
51 F. Pre-existing contamination or contaminant sources described in 5, above.

1 G. Spill prevention and response equipment described in 7 and 8, above.

2
3 10. Spill Report Forms

4 Provide a copy of the spill report form(s) that the Contractor will use in the event of a
5 release or spill.
6

7 **Payment**

8 Payment will be made in accordance with Section 1-04.1 for the following Bid item when it is
9 included in the Proposal:

10 "SPCC Plan," lump sum.

11
12 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall
13 receive 50-percent of the lump sum Contract price for the plan.

14
15 The remaining 50-percent of the lump sum price will be paid after the materials and equipment
16 called for in the plan are mobilized to the project.
17

18
19 The lump sum payment for "SPCC Plan" shall be full pay for:

- 20
21 1. All costs associated with creating the accepted SPCC Plan.
22
23 2. All costs associated with providing and maintaining the on-site spill prevention
24 equipment described in the accepted SPCC Plan.
25
26 3. All costs associated with providing and maintaining the on-site standby spill response
27 equipment and materials described in the accepted SPCC Plan.
28
29 4. All costs associated with implementing the spill prevention measures identified in the
30 accepted SPCC Plan.
31
32 5. All costs associated with updating the SPCC Plan as required by this Specification.
33

34 As to other costs associated with releases or spills, the Contractor may request payment as
35 provided for in the Contract. No payment shall be made if the release or spill was caused by or
36 resulted from the Contractor's operations, negligence, or omissions.
37

38 **1-07.16 Protection and Restoration of Property**

39
40 **1-07.16(1) Private/Public Property**
41 **(January 13, 2011 Tacoma GSP)**

42 *This section is supplemented with the following:*
43

44 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not occur
45 unless approved by the Engineer. All stockpile sites shall be restored to as good or better
46 condition.
47

48 The Contractor shall contact all property owners and tenants in the vicinity of this project, via
49 newsletter/ mailing, a minimum of one (1) week prior to start of construction. The Contractor
50 shall submit a draft of the property owner notification prior to posting/ mailing.
51

1 The newsletter/ mailing shall advise the owners and tenants of the construction schedule and
2 indicate the Contractor's name, contact person, and telephone numbers.

3
4 **1-07.17 Utilities and Similar Facilities**
5 **(June 1, 2023 Tacoma GSP)**

6 *The first paragraph is supplemented with the following:*

7
8 Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate,
9 replace, or construct their facilities unless otherwise provided for in the Plans or these Special
10 Provisions. Such adjustment, relocations, replacement, or construction will be done within the
11 time for performance of this project. The Contractor shall coordinate their work with such
12 adjustment, relocation, or replacement of utility work. This may require the Contractor to phase
13 their work in a manner that will allow for the utility work.

14
15 The Contractor shall coordinate their work with all utilities and other organizations which have to
16 adjust or revise their facilities within the project area. These may include, but are not limited to:

- 17
- 18 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 19 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 20 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 21 • City of Tacoma Solid Waste Management, Contact: Jason Weisenhaus, phone: (253)
22 593-7735;
- 23 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
24 Brian.Munson@Rainierconnect.net
- 25 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
26 michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137;
27 amber.uhls@pse.com
- 28 • Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
- 29 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
30 chrisjanoski@terratechllc.net
- 31 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955,
32 todd_gallant@cable.comcast.com
- 33 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850;
34 louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenhaler, phone: (425)
35 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425) 896-9839;
36 roberta.anderson@sienaengineeringgroup.com
- 37 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 38 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 39 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 40 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 41 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; sschauer@cogentco.com
- 42 • Zayo Communications, Contact: Phil Braum, phil.braum@zayo.com ;
43 zayo.relo.washington@zayo.com
- 44

45 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other
46 electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the
47 City of Tacoma, Department of Public Utilities, Field Coordinator, telephone number 502-8044,
48 and arrange for an inspection before proceeding. The Contractor shall perform, at the
49 Contractor's expense, such additional work as is required to protect the pole or structure from

1 subsidence. The Contractor may be directed to suspend work at the site of any such
2 excavation until such utility structures are adequately protected.

3
4 Garbage, recycling, and yard waste pickup within the project limits is on Tuesdays. The
5 Contractor shall coordinate with the Route Supervisor at Solid Waste Management regarding
6 any work that may adversely impact operations.

7
8 **1-07.18 Public Liability and Property Damage Insurance**

9
10 *Delete this section in its entirety, and replace it with the following:*

11
12 **1-07.18 Insurance Provider Requirements**
13 **(December 17, 2019 Tacoma GSP)**

14
15 During the course and performance of the services herein specified, the Contractor will maintain
16 the insurance coverage in the amounts and in the manner specified in the City of Tacoma
17 Insurance Requirements as is applicable to the services and deliverables provided under this
18 Contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by
19 reference.

20
21 Failure by the Contracting Agency to identify a deficiency in the insurance documentation
22 provided by the Contractor or failure of the Contracting Agency to demand verification of
23 coverage or compliance by the Contractor with these insurance requirements shall not be
24 construed as a waiver of the Contractor's obligation to maintain such insurance.

25
26 *This section is supplemented with the following;*

27
28 The project specific Insurance Requirements for the Contractor are included in Part VI of these
29 specifications.

30
31 **1-07.23 Public Convenience and Safety**

32
33 **1-07.23(1) Construction under Traffic**
34 **(*****)**

35 *This section is supplemented with the following:*

36
37 The following special traffic requirements shall be adhered to during all phases of construction:

38
39 E McKinley Rd, E "I" St, E "J" St, E "K" St, E Wright Ave, and all associated alleys shall remain
40 fully open to two-way vehicular (in separate lanes) and pedestrian traffic at all times.

41
42 Non-arterial classified roadways or right-of-way (vacated or not) are permitted to be closed to
43 traffic, so long as local access to properties and businesses is accommodated in the following
44 scenarios:

- 45
46
- 47 • During construction working hours when arrangements have been made in advance
48 through coordination between the Contractor and the City;
 - 49 • During construction working hours when special/emergency access or use is needed;
 - 50 • During construction working hours when passage through/along the work area is the
only means to access an intersecting road and/or adjacent property; and

- During non-construction hours.

Project work areas associated with a non-arterial street that are adjacent to or intersecting arterial streets shall not hinder the safety or traffic operations of the arterial street such that two-way vehicular traffic cannot be maintained at all times (which can include parking restrictions to allow for the roadway space needed). Any impacts or encroachments shall be limited to the hours of 8 AM to 5 PM.

Traffic Control Plans (TCP) shall maintain two-way traffic and, if necessary, include plans detailing a temporary road closure.

To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain access to and egress from all properties at all times.

A safe pedestrian access shall be provided at all times through the project area. All lane closures shall be coordinated with the adjacent businesses, other contractors working within the project vicinity, local transit agencies and the City.

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least twenty-four (24) hours in advance for residential property, and at least forty-eight (48) hours in advance for commercial property.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service that may be operating in the project area.

If street closures or lane restrictions, not provided for in the Specifications, are allowed subsequent to award of the contract, an equitable adjustment of the Contract amount shall be negotiated.

It is the intent of the Contract to effectively prevent the deposition of debris on streets in areas of public traffic or where such debris may be transported into a drainage system. When construction operations are such that debris from the work is deposited on the streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or debris which may accumulate on the roadway surface. Should daily removal be insufficient to keep the streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails to keep the streets free from deposits and debris resulting from the work, the Contractor shall, upon order of the Engineer, provide facilities for and remove all deposits from the tires or between wheels before trucks or other equipment will be allowed to travel over paved streets. Should the Contractor fail or refuse to clean the streets in question, or the trucks or equipment in question, the Engineer may order the work suspended at the Contractor's risk until

1 compliance with Contractor's obligations is assured, or the Engineer may order the streets in
2 question cleaned by others and such costs incurred by the City in achieving compliance with
3 these contract requirements, including cleaning of the streets, shall be deducted from moneys
4 due or to become due the Contractor on monthly estimate. The Contractor shall have no claim
5 for delay or additional costs should the Engineer choose to suspend the Contractor's work until
6 compliance is achieved.

7
8 **1-07.23(2) Construction and Maintenance of Detours**
9 **(April 1, 2018 Tacoma GSP)**

10 *This section is supplemented with the following:*

11
12 Detour signing during any allowed road closures shall be in accordance with Detour Plans,
13 when included in the Contract Documents. When plans are not included in the Contract
14 Documents, the Contractor shall submit plans for detours in accordance with the "Manual on
15 Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an
16 alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the
17 Contractor may submit alternate plans to those for traffic control and detours required by
18 MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall
19 be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended
20 use. In general, detouring of arterial traffic must be accomplished on streets designated as City
21 Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance
22 of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall
23 have no claim by reason of a plan being rejected or modified, nor shall there be any additional
24 payment by reason of using a substitute plan.

25
26 The Contractor shall notify the Engineer three (3) working days in advance of implementation of
27 any street closures/detours allowed under the Contract. Advance notice signing shall be placed
28 a minimum of three (3) working days prior to implementation of any street closure/detour.

29
30 The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any street
31 closure. The Contractor shall notify all other entities listed below a minimum of five (5) working
32 days prior to any street closure:

33
34 Tacoma Fire Dept. (253-591-5775)
35 Tacoma Police Dept. (253-591-5932)
36 LESA Communications Center (253-798-4721 - Opt.#2)
37 Tacoma Public Schools Transportation Office (253-571-1853)
38 Pierce Transit (253-581-8001)
39 Tacoma Environmental Services Solid Waste (253-591-5544)
40 Tacoma Public Works Engineering Division (253-591-5500)
41 Tacoma Public Works Streets and Grounds (253-591-5495)

42
43 **1-07.24 Rights of Way**
44 **(July 23, 2015 APWA GSP)**

45
46 *Delete this section and replace it with the following:*

47
48 Street Right of Way lines, limits of easements, and limits of construction permits are indicated in
49 the Plans. The Contractor's construction activities shall be confined within these limits unless
50 arrangements for use of private property are made.

1 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and
2 easements, both permanent and temporary, necessary for carrying out the work. Exceptions to
3 this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly
4 issued Addendum.

5
6 Whenever any of the work is accomplished on or through property other than public Right of
7 Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
8 agreement obtained by the Contracting Agency from the owner of the private property. Copies
9 of the easement agreements may be included in the Contract Provisions or made available to
10 the Contractor as soon as practical after they have been obtained by the Engineer.

11
12 Whenever easements or rights of entry have not been acquired prior to advertising, these areas
13 are so noted in the Plans. The Contractor shall not proceed with any portion of the work in
14 areas where right of way, easements or rights of entry have not been acquired until the
15 Engineer certifies to the Contractor that the right of way or easement is available or that the right
16 of entry has been received. If the Contractor is delayed due to acts of omission on the part of
17 the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor
18 will be entitled to an extension of time. The Contractor agrees that such delay shall not be a
19 breach of contract.

20
21 Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This
22 includes entry onto easements and private property where private improvements must be
23 adjusted.

24
25 The Contractor shall be responsible for providing, without expense or liability to the Contracting
26 Agency, any additional land and access thereto that the Contractor may desire for temporary
27 construction facilities, storage of materials, or other Contractor needs. However, before using
28 any private property, whether adjoining the work or not, the Contractor shall file with the
29 Engineer a written permission of the private property owner, and, upon vacating the premises, a
30 written release from the property owner of each property disturbed or otherwise interfered with
31 by reasons of construction pursued under this contract. The statement shall be signed by the
32 private property owner, or proper authority acting for the owner of the private property affected,
33 stating that permission has been granted to use the property and all necessary permits have
34 been obtained or, in the case of a release, that the restoration of the property has been
35 satisfactorily accomplished. The statement shall include the parcel number, address, and date
36 of signature. Written releases must be filed with the Engineer before the Completion Date will
37 be established.

38
39
40 **END OF SECTION**

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

4 **1-08.0 Preliminary Matters**
5 **(May 25, 2006 APWA GSP)**

6
7 **1-08.0(1) Preconstruction Conference**
8 **(October 10, 2008 APWA GSP)**

9
10 Prior to the Contractor beginning the work, a preconstruction conference will be held between
11 the Contractor, the Engineer and such other interested parties as may be invited. The purpose
12 of the preconstruction conference will be:

- 13 1. To review the initial progress schedule;
- 14 2. To establish a working understanding among the various parties associated or affected
15 by the work;
- 16 3. To establish and review procedures for progress payment, notifications, approvals,
17 submittals, etc.;
- 18 4. To establish normal working hours for the work;
- 19 5. To review safety standards and traffic control; and
- 20 6. To discuss such other related items as may be pertinent to the work.

21
22 The Contractor shall prepare and submit at the preconstruction conference the following:

- 23 1. A breakdown of all lump sum items;
- 24 2. A preliminary schedule of working drawing submittals; and
- 25 3. A list of material sources for approval if applicable.

26
27 *Add the following new section:*

28 **1-08.0(2) Hours of Work**
29 **(March 3, 2008 Tacoma GSP)**

30
31 Except in the case of emergency or unless otherwise approved by the Contracting Agency, the
32 normal straight time working hours for the contract shall be any consecutive 8-hour period
33 between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-
34 day work week. The normal straight time 8-hour working period for the contract shall be
35 established at the preconstruction conference or prior to the Contractor commencing the work.
36 In addition, the Contractor shall coordinate working hours with property owners prior to
37 construction on private property.

38
39 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or
40 after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to
41 work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00
42 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on
43 the working day prior to the day for which the Contractor is requesting permission to work.

44
45 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
46 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to
47 noise control requirements. Approval to continue work during these hours may be revoked at
48 any time the Contractor exceeds the Contracting Agency's noise control regulations or
49 complaints are received from the public or adjoining property owners regarding the noise from
50 the Contractor's operations. The Contractor shall have no claim for damages or delays should
51 such permission be revoked for these reasons.

1
2 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight
3 time working hours Monday through Friday may be given subject to certain other conditions set
4 forth by the Contracting Agency or Engineer. These conditions may include but are not limited
5 to: requiring the Engineer or such assistants as the Engineer may deem necessary to be
6 present during the work; requiring the Contractor to reimburse the Contracting Agency for the
7 costs in excess of straight-time costs for Contracting Agency employees who worked during
8 such times, on non-Federal aid projects; considering the work performed on Saturdays and
9 holidays as working days with regards to the contract time; and considering multiple work shifts
10 as multiple working days with respect to contract time even though the multiple shifts occur in a
11 single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel
12 from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency
13 employees when in the opinion of the Engineer, such work necessitates their presence.
14

15 *Add the following new section:*

16 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
17 **(September 29, 2009 Tacoma GSP)**
18

19 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-
20 hour work shift on a regular working day, as defined in the Standard Specifications, such work
21 shall be considered as overtime work. On all such overtime work, city staff may be required at
22 the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts
23 due or to become due to the Contractor for the costs in excess of the straight-time costs for
24 employees of the Contracting Agency required to work overtime hours.
25

26 The Contractor by these specifications does hereby authorize the Engineer to deduct such costs
27 from the amount due or to become due to the Contractor.
28

29 **1-08.1(5) Restrictions on Subcontracting**
30 **(August 8, 2023 Tacoma GSP)**

31 *This section is deleted.*
32

33 **1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors**
34

35 **1-08.1(7)A Payment Certification**
36 **(August 8, 2023 Tacoma GSP)**

37 *This section is deleted.*
38

39 *Replace 1-08.1(8) in its entirety with the following:*

40 **1-08.1(8) Subcontracting – Equity in Contracting**
41 **(August 8, 2023 Tacoma GSP)**
42

43 The Contractor shall follow the Equity in Contracting Program included in Part III, which shall be
44 considered part of the Contract.
45

46 **1-08.3(2)A Type A Progress Schedule**
47 **(March 13, 2012 APWA GSP)**

48 *Revise this section to read:*
49

50 The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the
51 preconstruction conference, or some other mutually agreed upon submittal time. The schedule

1 may be a critical path method (CPM) schedule, bar chart, or other standard schedule format.
2 Regardless of which format used, the schedule shall identify the critical path. The Engineer will
3 evaluate the Type A Progress Schedule and approve or return the schedule for corrections
4 within 15 calendar days of receiving the submittal.

5
6 **1-08.4 Prosecution of Work**

7 *Delete this section and replace it with the following:*

8
9 **1-08.4 Notice to Proceed and Prosecution of Work**
10 **(July 23, 2015 APWA GSP)**

11
12 Notice to Proceed will be given after the contract has been executed and the contract bond and
13 evidence of insurance have been approved and filed by the Contracting Agency. The
14 Contractor shall not commence with the work until the Notice to Proceed has been given by the
15 Engineer. The Contractor shall commence construction activities on the project site within ten
16 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
17 diligently pursue the work to the physical completion date within the time specified in the
18 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
19 Contractor of the responsibility to complete the work within the time(s) specified in the contract.

20
21 When shown in the Plans, the first order of work shall be the installation of high visibility fencing
22 to delineate all areas for protection or restoration, as described in the Contract. Installation of
23 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary
24 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,
25 the Contractor shall request the Engineer to inspect the fence. No other work shall be performed
26 on the site until the Contracting Agency has accepted the installation of high visibility fencing, as
27 described in the Contract.

28
29 **1-08.5 Time for Completion**
30 **(March 16, 2016 Tacoma GSP)**

31 *Revise the third and fourth paragraphs to read:*

32
33 Contract time shall begin on the first working day following the Notice to Proceed Date.

34
35 Each working day shall be charged to the contract as it occurs, until the contract work is
36 physically complete. If substantial completion has been granted and all the authorized working
37 days have been used, charging of working days will cease. Each week the Engineer will
38 provide the Contractor a statement that shows the number of working days: (1) charged to the
39 contract the week before; (2) specified for the physical completion of the contract; and (3)
40 remaining for the physical completion of the contract. The statement will also show the
41 nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10
42 calendar days after the date of each statement, the Contractor shall file a written protest of any
43 alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient
44 detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing
45 such detailed protest in that period, the Contractor shall be deemed as having accepted the
46 statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week
47 (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
48 be charged as a working day then the fifth day of that week will be charged as a working day
49 whether or not the Contractor works on that day.

50
51 *Revise the sixth paragraph to read:*

1
2 The Engineer will give the Contractor written notice of the completion date of the contract after
3 all the Contractor's obligations under the contract have been performed by the Contractor. The
4 following events must occur before the Completion Date can be established:

- 5 1. The physical work on the project must be complete; and
- 6 2. The Contractor must furnish all documentation required by the contract and required by
7 law, to allow the Contracting Agency to process final acceptance of the contract. The
8 following documents must be received by the Project Engineer prior to establishing a
9 completion date:
 - 10 a. Certified Payrolls (per Section 1-07.9(5)).
 - 11 b. Material Acceptance Certification Documents
 - 12 c. Reports of Amounts Credited as EIC Participation, as required by the Contract
13 Provisions.
 - 14 d. Final Contract Voucher Certification
 - 15 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all
16 Subcontractors
 - 17 f. Property owner releases per Section 1-07.24

18
19 *This section is supplemented with the following:*
20 **(March 1, 2004 Tacoma GSP)**

21
22 This project shall be physically completed within 60 working days.

23
24 **1-08.9 Liquidated Damages**
25 **(March 3, 2021 APWA GSP, Option B)**

26 *Revise the second and third paragraphs to read:*

27
28 Accordingly, the Contractor agrees:

- 29
30 1. To pay (according to the following formula) liquidated damages for each working day
31 beyond the number of working days established for Physical Completion, and
32
- 33 2. To authorize the Engineer to deduct these liquidated damages from any money due or
34 coming due to the Contractor.

35
36 **Liquidated Damages Formula**

37
38 $LD = 0.15C/T$

39
40 Where:

41 LD = liquidated damages per working day (rounded to the nearest dollar)

42 C = original Contract amount

43 T = original time for Physical Completion

44
45 When the Contract Work has progressed to Substantial Completion as defined in the Contract,
46 the Engineer may determine the Contract Work is Substantially Complete. The Engineer will
47 notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time
48 occurring after the date so established, the formula for liquidated damages shown above will not
49 apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated
50 damages shall be assessed on the basis of direct engineering and related costs assignable to

1 the project until the actual Physical Completion Date of all the Contract Work. The Contractor
2 shall complete the remaining Work as promptly as possible. Upon request by the Project
3 Engineer, the Contractor shall furnish a written schedule for completing the physical Work on
4 the Contract.

5
6
7

END OF SECTION

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.2(1) General Requirements for Weighing Equipment**
4 **(July 23, 2015 APWA GSP, Option 2)**

5
6 *Revise item 4 of the fifth paragraph to read:*

- 7
8 4. Test results and scale weight records for each day's hauling operations are provided to
9 the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily
10 Report, unless the printed ticket contains the same information that is on the Scaleman's
11 Daily Report Form. The scale operator must provide AM and/or PM tare weights for
12 each truck on the printed ticket.

13
14 **1-09.6 Force Account**
15 **(October 10, 2008 APWA GSP)**

16 *Supplement this Section with the following:*

17
18 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
19 items to be paid per force account, only to provide a common proposal for Bidders. All such
20 dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency
21 does not warrant expressly or by implication, that the actual amount of work will correspond with
22 those estimates. Payment will be made on the basis of the amount of work actually authorized
23 by Engineer.

24
25 **(January 13, 2011 Tacoma GSP)**

26 *Item #3 of this Section is supplemented with the following:*

27
28 The Contractor shall submit a comprehensive summary list of all equipment anticipated to be
29 used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall
30 include the contractor's equipment number, make, model, year, operation rate, standby rate,
31 applicable attachments and any other applicable information necessary to determine the
32 applicable rates in accordance with this section. In addition, the contractor shall submit an
33 Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of equipment in the
34 summary list. Access to the Equipment Watch web site is available at the City's Construction
35 Management Office.

36
37
38 **1-09.9 Payments**
39 **(March 13, 2012 APWA GSP)**

40
41 *Delete the first four paragraphs and replace them with the following:*

42
43 The basis of payment will be the actual quantities of Work performed according to the Contract
44 and as specified for payment.

45
46 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
47 Preconstruction Conference, to enable the Project Engineer to determine the Work performed
48 on a monthly basis. A breakdown is not required for lump sum items that include a basis for
49 incremental payments as part of the respective Specification. Absent a lump sum breakdown,
50 the Project Engineer will make a determination based on information available. The Project
51 Engineer's determination of the cost of work shall be final.

1
2 Progress payments for completed work and material on hand will be based upon progress
3 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
4 preconstruction conference.
5

6 The initial progress estimate will be made not later than 30 days after the Contractor
7 commences the work, and successive progress estimates will be made every month thereafter
8 until the Completion Date. Progress estimates made during progress of the work are tentative,
9 and made only for the purpose of determining progress payments. The progress estimates are
10 subject to change at any time prior to the calculation of the final payment.
11

12 The value of the progress estimate will be the sum of the following:

- 13 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
14 work completed multiplied by the unit price.
- 15 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
16 breakdown for that item, or absent such a breakdown, based on the Engineer's
17 determination.
- 18 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
19 other storage area approved by the Engineer.
- 20 4. Change Orders — entitlement for approved extra cost or completed extra work as
21 determined by the Engineer.
22

23 Progress payments will be made in accordance with the progress estimate less:

- 24 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 25 2. The amount of progress payments previously made; and
- 26 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
27 Contract Documents.
28

29 Progress payments for work performed shall not be evidence of acceptable performance or an
30 admission by the Contracting Agency that any work has been satisfactorily completed. The
31 determination of payments under the contract will be final in accordance with Section 1-05.1.
32

33 *This section is supplemented with the following:*

34 **(January 6, 2015 Tacoma GSP)**
35

36 Breakdowns of all lump sum items shall be provided for all lump sum items and shall include all
37 costs for labor, equipment, materials, and taxes (as applicable) associated with the lump sum
38 item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum items
39 per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.
40

41 Stockpiled Material - The point of acceptance of stockpiled material for payment and quality
42 shall be at the time of incorporation into the contract.
43

44 **1-09.9(1) Retainage**

45 **(May 10, 2006 Tacoma GSP)**

46 *The fourth paragraph is supplemented with the following:*
47

- 48 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 49 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

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**1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)**

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

END OF SECTION

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1(2) Description**

4 **(July 22, 2019 Tacoma GSP)**

5 *The first sentence of the fourth paragraph is revised to read:*

6
7 The Contractor shall keep lanes open to traffic at all times except when Work requires
8 closure(s) that have been requested and approved in accordance with section 1-10.2(2).

9
10 *The third sentence of the fourth paragraph is revised to read:*

11
12 Approved lane closures shall be for the minimum time required to complete the Work.

13
14 *This section is supplemented with the following:*

15
16 Existing signs shall not be removed until the Contractor has provided temporary measures
17 sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of
18 temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

19
20 As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be
21 reset in their permanent location. Permanent signs and other traffic control devices damaged or
22 lost by the Contractor shall be replaced or repaired at the Contractor's expense.

23
24 **1-10.2 Traffic Control Management**

25
26 **1-10.2(1) General**

27 **(October 3, 2022)**

28 *Section 1-10.2(1) is supplemented with the following:*

29
30 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State
31 of Washington. The Traffic Control Supervisor shall be certified by one of the following:

32
33 The Northwest Laborers-Employers Training Trust
34 27055 Ohio Avenue
35 Kingston, WA 98346
36 (360) 297-3035
37 <https://www.nwlett.edu>

38
39 Evergreen Safety Council
40 12545 135th Avenue NE
41 Kirkland, WA 98034-8709
42 (800) 521-0778
43 <https://www.esc.org>

44
45 The American Traffic Safety Services Association
46 15 Riverside Parkway, Suite 100
47 Fredericksburg, Virginia 22406-1022
48 Training Dept. Toll Free (877) 642-4637
49 Phone: (540) 368-1701
50 <https://www.atssa.com/training>

51

1 Integrity Safety
2 13912 NE 20th Avenue
3 Vancouver, WA 98686
4 (360) 574-6071
5 <https://www.integritysafety.com>
6

7 US Safety Alliance
8 (904) 705-5660
9 <https://www.ussafetyalliance.com>
10

11 K&D Services Inc.
12 2719 Rockefeller Avenue
13 Everett, WA 98201
14 (800) 343-4049
15 <https://www.kndservices.net>
16

17 **1-10.3(3)A Construction Signs**
18 **(January 11, 2006 Tacoma GSP)**
19 *The fifth paragraph is revised to read:*
20

21 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer
22 deems to be unacceptable while their use is required on the project shall be replaced by the
23 Contractor at their expense.
24

25 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
26 **(January 11, 2006 Tacoma GSP)**
27 *This section is supplemented with the following:*
28

29 No unit of measure will apply to the position of traffic control manager and it will be considered
30 included in other unit contract prices in the Bid Proposal.
31

32
33 **END OF SECTION**

1 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

2 **(*****)**

3
4 **2-01.1 Description**

5 *The first sentence of the first paragraph is revised to read:*

6
7 The Contractor shall clear, grub, and cleanup those areas contained within the “Clearing &
8 Grubbing” limits indicated on the Plans.

9
10 *This section is supplemented with the following:*

11
12 Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be
13 considered as part of “Clearing and Grubbing” when identified for removal on the Plans.

14
15 **2-01.2 Disposal of Usable Material and Debris**

16 *The second paragraph is revised to read:*

17
18 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

19
20 **2-01.3(1) Clearing**

21 *This section is revised to read:*

- 22 1. Fell trees only within the area to be cleared.
- 23 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area
24 outside the slope stakes.
- 25 3. Close-cut all stumps that will be buried by fills 5-feet or less in depth.
- 26 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet
27 from the top, side, or end surface of the embankment or any structure and are in a
28 location that will not be terraced as described in Section 2-03.3(14):
 - 29 a. Close-cut stumps under 18-inches in diameter.
 - 30 b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches
31 above original ground level.
- 32 5. Leave standing any trees or native growth indicated by the Engineer.
- 33 6. Trim all trees to be left standing to the height specified by the Engineer, with a
34 minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the
35 roadway surface. Neatly cut all limbs close to the tree trunk.
- 36 7. Thin clumps of native growth as the Engineer may direct.
- 37 8. Protect, by fencing if necessary, all trees or native growth from any damage caused
38 by construction operations.
- 39 9. Perform all work as required in the Arborist Memorandum in Appendix D of these
40 specifications. This work includes protecting, removing, trimming, pruning roots or
41 limbs, and any other practices listed in the report. This shall include all labor, time,
42 and materials.
- 43 10. Remove trees as indicated on the plans or as directed by the Engineer. Tree
44 removal shall include stump grinding to eight inches below final grade and removal of
45 roots according to the Plans and Specifications, and as directed by the Engineer and
46 certified Arborist, such that a new tree can be planted in the same area. Tree
47 removal shall be in accordance with Specification Section 2-13.

48
49 **2-01.3(2) Grubbing**

50 *Item e is revised to read:*

51

1 Upon which embankments will be placed, except stumps may be close-cut or trimmed as
2 allowed in Section 2-01.3(1) item 4.

3

4

5

END OF SECTION

1 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**
2 **(*****)**

3
4 **2-02.3 Construction Requirements**

5 *The first paragraph is revised to read:*

6
7 With certain exceptions, the Contractor shall raze, remove, and dispose of all buildings and
8 foundations, structures, fences, and other obstructions as identified in the Plans or as directed
9 by the Engineer. The exceptions are utility-owned equipment and any other items the
10 Contracting Agency may direct the Contractor to leave intact.

11
12 **2-02.3(3) Removal of Pavement, Sidewalks, and Curbs**

13 *This section is deleted.*

14
15
16

END OF SECTION

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**
2 **(*****)**

3
4 **2-03.1 Description**

5 *The last sentence of the first paragraph is deleted.*

6
7 **2-03.3 Construction Requirements**

8
9 *This section is supplemented with the following:*

10
11 The work includes the removal and disposal of abandoned gas mains, gas services, water
12 services, and other abandoned underground utilities that exist within an excavation area.

13
14 **2-03.3(5) Slope Treatment**

15 *This section is deleted.*

16
17 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

18 *This section is deleted.*

19
20
21

END OF SECTION

1 **2-06 SUBGRADE PREPARATION**
2 **(*****)**

3
4 **2-06.3 Construction Requirements**

5
6 *Add the following new section:*

7
8 **2-06.3(4) Subgrade Maintenance and Protection**

9
10 Immediately after the Contractor constructs the subgrade or completes initial subgrade repair to
11 the City's satisfaction, the Contractor shall maintain and protect the subgrade. Any defects or
12 damage of the subgrade thereafter shall be repaired or replaced according to Section 2-06, at
13 the Contractor's expense before placement of any succeeding courses or pavement.
14 Maintenance and protection of the subgrade shall be the responsibility of the Contractor. The
15 Contractor shall be required to take precautionary measures to prevent damage by heavy loads
16 or equipment, as well as from inclement weather.

17
18 The Contractor and City Inspector should walk the exposed subgrade on a daily basis to
19 determine if there is damage to the subgrade. Any subgrade areas that require repair according
20 to this section shall be determined solely by the City Inspector.

21
22
23 **END OF SECTION**

1 **2-07 WATERING**
2 **(August 3, 2009 Tacoma GSP)**

3
4 **2-07.3 Construction Requirements**

5 *The last sentence of the first paragraph is revised to read:*

6
7 The Engineer may direct that the Contractor apply water during non-working hours such as
8 evenings, weekends, or recognized holidays.

9
10 *Section 2-07.3 is supplemented with the following:*

11
12 **2-07.3(1) Water Supplied from Hydrants**

13
14 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any
15 other construction activities associated with this project. Prior to construction activities, it shall
16 be the Contractor's responsibility to verify which hydrants will be available by contacting
17 Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.

18
19 Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance
20 with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma
21 Water Permit Counter.

22
23 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water
24 Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities, Administrative Building,
25 3628 South 35th Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall be
26 submitted to the Engineer.

27
28 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
29 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo
30 training to receive the required certification. Contact the Water Permit Counter to set up training
31 as necessary.

32
33
34 **END OF SECTION**

1 **2-09 STRUCTURE EXCAVATION**
2 **(March 17, 2016 Tacoma GSP)**

3
4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*

6
7 **Longitudinal Limits.** For all storm and sanitary sewers, the longitudinal measurement will be
8 from center of manhole to center of manhole or to the inside face of catch basins and similar
9 type structures.

10
11 *The fourth paragraph is revised to read:*

12
13 There will be no specific unit of measure for the excavation required for manholes, catch basins,
14 grate inlets, and drop inlets.

15
16 **2-09.5 Payment**

17 *The pay item for "Structure Excavation Class B" is supplemented with the following:*

18
19 "Structure Excavation Class B", per cubic yard.

20
21 The unit Contract price for "Structure Excavation Class B" shall be full payment for all
22 excavation, removal of water; storing, protecting and re-handling of suitable backfill material;
23 backfilling of the trench, compaction of backfill, and all other work necessary for the construction
24 of the sewer trench.

25
26
27 **END OF SECTION**

1 **2-14 PAVEMENT REMOVAL**

2 **(*****)**

3
4 **2-14.1 Description**

5
6 The Work described in this section includes the removal and disposal of pavement surfaces
7 identified on the Plans or as marked in the field.

8
9 **2-14.2 Pavement Classification**

10
11 Removal of pavement will be according to type and class based on composition and thickness,
12 as defined below:

13
14 **Type II** Pavement removal required for the placing of utilities at greater and varying
15 depths, such as sewers.

16
17 **Class A4** Class A4 pavement removal shall apply to the removal of asphalt concrete,
18 bituminous road surfacing, multiple lift bituminous surface treatments or any
19 combination of these components having an average thickness of four inches
20 or less.

21
22 **Class C6** Class C6 pavement removal shall apply to all non-reinforced cement concrete
23 pavements or slabs having an average thickness of six inches or less. After
24 the curbs and pavement have been constructed, the Contractor may be
25 required to remove additional sidewalk necessary to provide proper
26 connections and grades, as determined by the Engineer.

27
28 **2-14.3 Construction Requirements**

29
30 All final meetlines shall be sawcut.

31
32 The removal of existing street improvements shall be conducted in such a manner as not to
33 damage utilities and any portion of the improvement that is to remain in place. Any deviation in
34 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,
35 replace, or otherwise make proper restoration to the satisfaction of the Engineer.

36
37 In the event a pavement averages more than the maximum thickness specified for its class, an
38 additional payment will be made to cover the extra thickness removed by a proportional
39 conversion into additional square yards.

40
41 The contractor shall coordinate all driveway removals with property owners one week prior to
42 scheduled removal. Temporary measures shall be installed to allow use of driveways to
43 properties between demolition and permanent restoration.

44
45 **2-14.4 Measurement**

46
47 Pavement removal will be measured per square yard, and in accordance with Standard Plans
48 SU-14 and SU-15.

49
50 **2-14.5 Payment**

51

1 Payment will be made in accordance with Section 1-04.1.

2

3 “Remove Existing Pavement, Type ___ Class ___”, per square yard.

4

5 All costs associated with saw cutting meet lines shall be included in the unit Contract price for
6 pavement removal.

7

8

9

END OF SECTION

1 **2-15 CURB AND CURB AND GUTTER REMOVAL**
2 **(March 17, 2003 Tacoma GSP)**

3
4 **2-15.1 Description**

5
6 The Work described in this section includes the complete removal and disposal of curbs and
7 curb and gutter identified on the Plans or as marked in the field.

8
9 **2-15.2 Curb Classification**

10
11 Removal of curb and/or curb and gutter will be based on composition, as defined below:

12
13 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb with a
14 brick gutter on a cement concrete base, or other combination of rigid material.

15
16 **2-15.3 Construction Requirements**

17
18 The removal of the curb and/or curb and gutter shall be conducted in such a manner as not to
19 damage utilities and any portion of the improvement that is to remain in place. Any deviation in
20 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,
21 replace, or otherwise make proper restoration to the satisfaction of the Engineer.

22
23 **2-15.4 Measurement**

24
25 Curb and curb and gutter removal will be measured per linear foot.

26
27 **2-15.5 Payment**

28
29 Payment will be made in accordance with Section 1-04.1.

30
31 "Remove Curb and Gutter", per linear foot

32
33 All costs associated with saw cutting necessary for the removal of curb and/or curb and gutter
34 shall be included in the unit Contract price for removal.

35
36
37 **END OF SECTION**

1 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
2 **(*****)**

3
4 **2-16.1 Description**

5
6 The Work described in this section includes the complete removal and disposal of catch basins,
7 manholes, and curb inlets as identified on the Plans.

8
9 **2-16.2 Vacant**

10
11 **2-16.3 Construction Requirements**

12
13 Where the structures are removed, the excavation shall be backfilled with native material if
14 deemed suitable by the Engineer or imported backfill material.

15
16 Material determined by the Engineer to be unsuitable at the time of excavation shall be removed
17 and replaced with imported backfill material. Payment will be made at the unit contract price of
18 the item in the proposal, or as extra work under Section 1-04.4 if not included as an item in the
19 proposal.

20
21 All pipe openings shall be plugged in accordance with 7-08.3(4).

22
23 **2-16.4 Measurement**

24
25 The removal of manholes, catch basins, curb inlets, and cleanouts will be measured per each.

26
27 **2-16.5 Payment**

28
29 Payment will be made in accordance with Section 1-04.1.

30
31 "Remove Sewer Cleanout", per each.

32
33 The unit Contract price for "Remove Sewer Cleanout" shall be full payment for removal of the
34 cleanout assembly and abandoning/plugging the existing side sewer pipe. All costs associated
35 with the placement and compaction of backfill material shall be included in the unit Contract
36 price for removal.

37
38
39 **END OF SECTION**

1 **3-04 ACCEPTANCE OF AGGREGATE**
2 **(April 1, 2012 Tacoma GSP)**

3
4 **3-04.1 Description**

5 *The first and third paragraphs are deleted.*

6
7 *The fourth paragraph is revised to read:*

8
9 Nonstatistical evaluation will be used for the acceptance of aggregate materials.

10
11 **3-04.3(1) General**

12 *The first sentence is revised to read:*

13
14 For the purpose of acceptance sampling and testing, all test results obtained for a material type
15 will be evaluated collectively.

16
17 **3-04.3(4) Testing Results**

18 *This section is replaced with the following:*

19
20 The results of all acceptance testing will be provided by the City's Project Engineer within 3
21 working day of testing.

22
23 **3-04.3(6) Statistical Evaluation**

24 *This section is deleted:*

25
26
27

END OF SECTION

1 **4-04 BALLAST AND CRUSHED SURFACING**
2 **(March 17, 2003 Tacoma GSP)**

3
4 **4-04.5 Payment**

5 *This section is supplemented with the following:*

6
7 All costs for labor, equipment, and materials required to furnish, place, and compact the crushed
8 surfacing top course for all asphalt concrete approaches and non-paved approaches shall be
9 included in the unit Contract price for "Crushed Surfacing Top Course", per ton.

10
11
12

END OF SECTION

1 **5-04 HOT MIX ASPHALT**

2
3 **(April 1, 2018 Tacoma GSP)**

4 *This Section is revised according to the following overriding provisions:*

5
6 Nonstatistical or test point evaluation shall be the method for HMA compaction acceptance for
7 all HMA pavement, except where visual or commercial evaluation is specified. Visual evaluation
8 shall be considered synonymous with commercial evaluation. The Contracting Agency will not
9 be required to perform any acceptance by statistical evaluation.

10
11 All references to “statistical” are revised to read “nonstatistical”, and “nonstatistical” evaluation
12 shall be considered synonymous with “test point” evaluation. Thus, all Specifications for test
13 procedures, methods, construction requirements, and requirements for evaluation and
14 acceptance shall apply to the Work with the following exceptions:

- 15 • The Contracting Agency shall not be required to perform statistical analysis of any
16 acceptance test results.
- 17 • Quantities for sublots and lots shall be as determined by the Engineer. If test results
18 are found not to be within specification requirements, additional testing as needed to
19 determine a CPF may be performed.
- 20 • The Contracting Agency shall not be required to make price adjustments based on pay
21 factors and composite pay factors.

22
23 **5-04.2 Materials**

24
25 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

26 **(April 1, 2018 Tacoma GSP)**

27 *For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read “WSDOT”.*

28
29 **5-04.2(2) Mix Design – Obtaining Project Approval**

30 **(April 1, 2018 Tacoma GSP)**

31 *This section is revised to read:*

32
33 The Contactor shall submit each HMA mix design to the Contracting Agency on WSDOT Form
34 350-042. The Contractor shall provide a mix design based upon 3 million ESAL’s.

35
36 No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix
37 Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate
38 HMA mix design submittals according to Visual Evaluation per Table 1. The mix design will be
39 the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any
40 adjustments to the JMF will require the approval of the Project Engineer and must be made in
41 accordance with Section 9-03.8(7).

42
43 Mix designs for HMA shall have the aggregate structure and asphalt binder content determined
44 in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of
45 Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive
46 requirements for the HMA and submit laboratory test data for anti-stripping and rutting in
47 accordance with the following options:

- 48 • Hamburg Wheel track Test and Section 9-03.8(2), or
- 49 • Tensile Strength Ratio (TSR) Test per AASHTO T 283, or

- Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer's discretion and as stated below.

With the HMA mix design submittal the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review:

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.**
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

**The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO resource proficiency sample program.

At the discretion of the Engineer, the Contracting Agency may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

For the use of Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use. Commercial HMA can be accepted by a Contractor certificate of compliance letter stating the material meets the HMA requirements defined in the Contract.

5-04.2(2)B Using HMA Additives (April 1, 2018 Tacoma GSP)

This section is revised to read:

The Contractor may, at the Contractor's discretion, elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(2) Paving Under Traffic (April 1, 2018 Tacoma GSP)

The second paragraph is supplemented with the following:

No traffic shall be allowed on any newly placed pavement without the approval of the Engineer.

5-04.3(3)C Pavers (April 1, 2018 Tacoma GSP)

1 *The second paragraph is deleted.*

2

3 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**
4 **(April 1, 2018 Tacoma GSP)**

5 *The first paragraph is revised to read:*

6

7 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving areas are
8 specified below. A MTD/V shall only be used according to this special provision for the following
9 paving areas:

10

11 None.

12

13 **5-04.3(4)C Pavement Repair**
14 **(*****)**

15 *This section is revised to read:*

16

17 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration
18 Policy found at:

19

20 https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way

21

22 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete pavement,
23 removing crushed surfacing and subgrade, and installing Construction Geotextile for
24 Separation, placing crushed surfacing top course over the Construction Geotextile, and HMA in
25 accordance with the Contract or as directed by the Engineer.

26

27 Pavement repair excavation may also be performed by the use of a milling machine of a type
28 that has operated successfully on work comparable with that to be done under the Contract and
29 shall be approved by the Engineer prior to use. If a milling machine is used for excavation, the
30 excavation shall be as directed by the Engineer.

31

32 In all types of excavation, after the removal of the asphalt, the base material will be removed
33 and replaced with imported backfill meeting the requirements of Section 9-03.12(2).

34

35 Estimated plan quantities for pavement repair are approximate and are provided for bidding
36 purposes only. The actual dimensions to be used will be verified by the Engineer at the time of
37 construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items
38 will be permitted due to any increase or decrease in the amount of pavement repair.

39

40 Payment for pavement repair shall be by the unit Bid prices according to the Contract for all
41 materials, labor, and equipment required to complete the pavement repair. Items not included
42 in the Proposal shall be paid for according to Section 1-04.1(2).

43

44 **5-04.3(6) Mixing**
45 **(Aug 1, 2020 Tacoma GSP)**

46 *The first paragraph is revised to read:*

47

48 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid
49 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design includes these
50 additives. The Contractor shall submit the anti-stripping additive amount and the manufacturer's

1 certification, together with the HMA mix design submittal in accordance with Section 5-04.2.
2 Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.

3
4 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**
5 **(Aug 1, 2020 Tacoma GSP)**

6 *This section is revised to read:*

7
8 Sample aggregate in accordance with Section 3-04 prior to being incorporated into HMA. The
9 Contracting Agency shall evaluate the aggregate according to Special Provision 3-04.
10 Aggregate contributed from RAP or RAS shall not be evaluated under Section 3-04.

11
12 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix Design
13 report or evaluation report per Special Provision 5-04.2(2) will be used for VMA calculations.
14 The Contracting Agency shall not be required to perform a Gsb test.

15
16 **5-04.3(9) HMA Mixture Acceptance**
17 **(April 1, 2018 Tacoma GSP)**

18 *The first paragraph is revised to read:*

19
20 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual evaluation as
21 determined from the criteria in Table 7 or as determined by the Engineer.

22
23 **5-04.3(9)A Test Sections**
24 **(April 1, 2018 Tacoma GSP)**

25 *The first paragraph is revised to read:*

26
27 At the start of paving, if requested by the Contractor, a compaction test section shall be
28 constructed as directed by the Engineer to determine the compactibility of the mix design.
29 Compactibility shall be based on the ability of the mix to attain the specified minimum density
30 (91 percent of the maximum density determined by WSDOT SOP 729, and FOP for AASHTO T
31 209).

32
33 Following determination of compactibility, the Contractor is responsible for the control of the
34 compaction effort. If the Contractor does not request a test section, the mix will be considered
35 compactible. See also Section 5-04.3(10)C2.

36
37 The Contractor shall also construct a test section when requested by the Engineer. Test
38 sections that are in complete compliance with the requirements of Section 5-04 can be
39 incorporated into the Work, and shall be included in the quantities for related Bid Items;
40 otherwise, the Contractor shall remove the defective pavement in failed test sections as
41 determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency
42 will only pay for HMA pavement that is accepted and incorporated into the project at the
43 discretion of the Engineer. See also Section 5-04.3(10)C2.

44
45 *The second paragraph is revised to read:*

46
47 The purpose of a test section is to determine whether or not the Contractor's mix design and
48 production processes will produce HMA meeting the Contract requirements related to mixture.
49 Construct HMA mixture test sections at the beginning of paving, using at least 100 tons and a
50 maximum of 800 tons or as specified by the Engineer. Each test section shall be constructed in
51 one continuous operation.

1
2 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
3 **(April 1, 2018 Tacoma GSP)**

4 *The title of this section is revised to read:*

5 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**
6

7 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
8 **(April 1, 2018 Tacoma GSP)**

9 *The title of this section is revised to read:*

10 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

11 *This section is revised to read:*
12

13 For HMA in a structural application, sampling and testing for total project quantities less than
14 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a
15 total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance
16 test shall be performed:

- 17 i. If test results are found to be within specification requirements, additional testing will
18 be at the engineer's discretion.
- 19 ii. If test results are found not to be within specification requirements, additional testing
20 as needed to determine a CPF shall be performed.
- 21 iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will
22 begin at the Contractor's request after the Engineer is satisfied that material
23 conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- 24 iv. If, before completing a mixture lot, the Contractor requests a change to the JMF
25 which is approved by the Engineer, the mixture produced in that lot after the
26 approved change will be evaluated on the basis of the changed JMF, and the mixture
27 produced in that lot before the approved change will be evaluated on the basis of the
28 unchanged JMF; however, the mixture before and after the change will be evaluated
29 in the same lot. Acceptance of subsequent mixture lots will be evaluated on the
30 basis of the changed JMF.
31

32 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
33 **(Aug 1, 2020 Tacoma GSP)**

34 *This section is revised to read:*
35

36 The Contracting Agency will endeavor to provide written notification (via email to the
37 Contractor's designee) of acceptance test results within 24 hours of the sample being made
38 available to the Contracting Agency. However, the Contractor agrees:
39

- 40 1. Quality control, defined as the system used by the Contractor to monitor, assess,
41 and adjust its production processes to ensure that the final HMA mixture will meet
42 the specified level of quality, is the sole responsibility of the Contractor.
43
- 44 2. The Contractor has no right to rely on any testing performed by the Contracting
45 Agency, nor does the Contractor have any right to rely on timely notification by the
46 Contracting Agency of the Contracting Agency's test results (or statistical analysis
47 thereof), for any part of quality control and/or for making changes or correction to
48 any aspect of the HMA mixture.
49
- 50 3. The Contractor shall make no claim for untimely notification by the Contracting
51 Agency of the Contracting Agency's test results (or statistical analysis thereof).

1
2 **5-04.3(10) HMA Compaction Acceptance**

3
4 **5-04.3(10)B HMA Compaction - Cyclic Density**
5 **(April 1, 2018 Tacoma GSP)**

6 *This section is deleted.*

7
8 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
9 **(April 1, 2018 Tacoma GSP)**

10 *This section is deleted.*

11
12 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
13 **(April 1, 2018 Tacoma GSP)**

14 *The title of this section is revised to read:*

15 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

16 *The second paragraph is revised to read:*

17
18 Compaction tests will be performed at a minimum of 5 various locations, as determined by the
19 Engineer, for each 400 tons placed. The locations will be determined by the stratified random
20 sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a
21 CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the
22 Project Engineer is satisfied that material conforming to the Specifications can be produced.
23 The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency
24 at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA
25 material on site.

26
27 *This section is supplemented with the following:*

28
29 Cores may be used as an addition to the nuclear density gauge tests. When cores are taken by
30 the Engineer at the request of the Contractor, the request shall be made by noon of the first
31 working day following placement of the mix. The Engineer shall be reimbursed for the coring
32 expenses.

33
34 The Engineer will inform the Contractor of field compaction test results as work is being
35 performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

36
37 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

38
39 **5-04.4 Measurement**

40 **(*****)**

41 *The first paragraph is revised to read:*

42
43 HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, HMA CI. ___ PG ___ for Pavement Patch, and
44 Temporary Pavement Patch will be measured by the ton in accordance with Section 1-09.2, with
45 no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-
46 stripping additive, or any other component of the mixture; and the measurement shall include
47 asphalt wedge curbs and thickened edges in accordance with the Plans or as directed by the
48 Engineer. If the Contractor elects to remove and replace mix as allowed in Section 5-04.3(11),
49 the material removed will not be measured.

50
51 *The second paragraph is revised to read:*

1
2 No specific unit of measure will apply to roadway cores, which shall be included in the
3 measurements for the HMA items that are included in the Proposal.

4
5 *This section is supplemented with the following:*

6
7 HMA for Approach Cl. ___ PG 58H-22 shall be measured per square yard of finished driveway
8 and approach.

9
10 “Temporary Pavement Patch”, shall be measured per square yard.

11
12 No specific unit of measure will apply to anti-stripping additive, which shall be included in the
13 measurements for the HMA items that are included in the Proposal.

14
15 **5-04.5 Payment**

16 **(*****)**

17 *Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price Adjustment” are*
18 *deleted.*

19
20 *The following pay items for HMA are revised to read:*

21
22 “HMA Cl. ___ PG ___”, per ton.

23
24 The unit Contract price per ton for “HMA Cl. ___ PG ___” shall be full payment for all costs
25 incurred to carry out the requirements of Section 5-04, including coring and testing, and shall
26 include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and
27 connection to existing drains in accordance with the Contract. Any costs that are already
28 included in other Bid items in the Proposal shall not be included in the unit Contract prices per
29 ton for these HMA Bid items.

30
31 “Temporary Pavement Patch”, per ton.

32
33 The unit Contract price for “Temporary Pavement Patch” shall be full pay for all labor,
34 equipment, and materials required to furnish and install, maintain, and remove and dispose of
35 the temporary patch.

36
37 Temporary pavement patches placed between October 1st and March 31st shall be HMA Cl. ½”
38 PG 58H-22.

39
40
41 **END OF SECTION**

1 **5-05 CEMENT CONCRETE PAVEMENT**

2 **(*****)**

3
4 **5-05.1 Description**

5 *This section is supplemented with the following:*

6
7 All concrete pavement restoration shall be performed in accordance with the City of Tacoma's
8 Right-of-Way Restoration Policy found at www.govME.org.

9
10 **5-05.3 Construction Requirements**

11
12 **5-05.3(1) Concrete Mix Design for Paving**

13 *The sixth paragraph is supplemented with the following:*

14
15 The submittal for the concrete mix design shall provide the following: the date, the amount of
16 materials (i.e. cement, sand, aggregates, water), the type and amount of each admixture, and
17 the designated 28-day compressive strength specific to the mix design being submitted. The
18 design compressive strength shall be a minimum of 4,000 psi.

19
20 **5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

21 *This section is supplemented with the following:*

22
23 Acceptance of concrete will be on a non-statistical acceptance only.

24
25 *The first, second, third and fourth paragraphs are deleted.*

26
27 **5-05.3(8) Joints**

28 *This section is supplemented with the following:*

29
30 When new pavement abuts existing pavement, the locations of the joints in the new pavement
31 shall match with the joints in the existing pavement unless otherwise approved by the Engineer.
32 The Contractor shall apply a bond breaker between the existing and new concrete.

33
34 **5-05.3(11)A Tined Finish**

35 *The third paragraph is revised to read:*

36
37 In advance of curing operations, the pavement shall receive an initial texturing followed by final
38 finishing. Initial texturing shall be performed with a burlap drag or broom device, creating
39 striations in the same orientation as the final finish. The concrete roadway surface shall be
40 finished with a heavy broom finish. Where integral concrete curbs are constructed, the roadway
41 surface finish shall end 12 inches from the flowline.

42
43 *The fourth paragraph is revised to read:*

44
45 Burlap drags, brooms and tine devices may be installed on self-propelled equipment having
46 external alignment control. When texturing the pavement with burlap, the area of burlap in
47 contact with the pavement shall be maintained constant at all times. Broom and tine devices
48 shall be provided with positive elevation control. Downward pressure on pavement surface shall
49 be maintained at all times during texturing so as to achieve uniform texturing without
50 measurable variations in pavement profile. If self-propelled texturing machines are used, these
51 shall be operated so that travel speed during texturing is maintained constant. Failure of the

1 texturing equipment to perform according to this section shall constitute cause for stopping
2 placement of concrete until the equipment deficiency or malfunction is corrected.

3
4 *The fifth paragraph is revised to read:*

5
6 The surface finish shall be as shown per Plans and in accordance with these Special
7 Provisions. The Engineer may specify either transverse tining, or longitudinal tining, or a heavy
8 broom finish for any part of the project.

9
10 *The eighth through tenth paragraphs are deleted.*

11 **5-05.3(12) Surface Smoothness**

12 *The section is revised to read:*

13
14
15 The Contractor shall measure surface smoothness with a 10-foot straightedge as directed by
16 the Engineer. The finished grade surface shall not vary more than 1/8 inch from the bottom
17 edge of a 10-foot straightedge placed on the surface parallel to the centerline. Perpendicular to
18 the centerline, the finished grade surface shall not vary more than 1/4 inch from the bottom edge
19 of a 10-foot straightedge laid across any lane.

20
21 The completed surface shall be of uniform texture, smooth, shall conform to Plans as to crown
22 and grade, and shall be free from defects of all kinds. Corrective work shall be as directed by
23 the Engineer; and the Contractor shall complete corrective work at no additional expense,
24 including traffic control, to the City of Tacoma.

25 ***The following additional requirements for placing concrete shall be in effect from 5-05.3(14) Cold Weather Work***

26
27 *This section is supplemented with the following:*

28
29
30 The following additional requirements for placing concrete shall be in effect from November 1 to
31 April 1:

- 32 • Engineer shall be notified at least 24 hours prior to placement of concrete.
- 33 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 34 • Where forms have been placed and the subgrade has been subjected to frost, no
35 concrete shall be placed until the ground is completely thawed. At that time, the
36 forms shall be adjusted and subgrade repaired as determined by the Engineer.

37 38 **5-05.4 Measurement**

39 *This section is revised to read:*

40
41 Measurement for cement concrete pavement and concrete base pavement shall be by the
42 square yard for the pavement completed and accepted according to Section 5-05 and the Plans,
43 including the area underneath curbs. No deduction will be made for castings in pavement.

44
45 Cement Concrete Pavement for Pavement Patches will be measured by the square yard.

46 47 **5-05.5 Payment**

48 *This section is revised to read:*

49
50 Payment will be made in accordance with Section 1-04.1.

51

1 "Cement Conc. Pavement for Pavement Patch, ___-Inch Section", per square yard.

2

3 The unit Contract price for "Cement Conc. Pavement for Pavement Patch, ___-Inch Section"
4 shall be full payment for all costs incurred to carry out the requirements of Section 5-05 and the
5 Plans, and shall include all costs associated with the furnishing and installing of all necessary
6 dowel bars and tie bars except as specified for "Dowel Bar Retrofit" and "Epoxy-Coated Tie Bar
7 with Drill Hole" in this section.

8

9

10

END OF SECTION

1 **6-02 CONCRETE STRUCTURES**
2 **(February 16, 2011 Tacoma GSP)**

3
4 **6-02.3(2)B Commercial Concrete**

5 *This section is supplemented with the following:*

6
7 Where concrete Class 3000 is specified for driveways, the Contractor may use commercial
8 concrete.

9
10
11

END OF SECTION

1 **7-04 STORM SEWERS**
2 **(March 17, 2003 Tacoma GSP)**

3
4 *This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*

5
6
7

END OF SECTION

1 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**
2 **(*****)**

3
4 **7-05.1 Description**

5 *This section is supplemented with the following:*

6
7 All references to sanitary sewers shall be construed to also mean storm sewers.

8
9 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

10 *This section is revised to read:*

11
12 **7-05.3(1) Adjusting Utility Structures to Grade**

13
14 Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted
15 to grade as staked or as otherwise designated by the Engineer.

16
17 The materials and methods of construction shall conform to the requirements specified in
18 Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the
19 requirements of the standard plan for the specific structure.

20
21 The City of Tacoma Sewer Transmission Maintenance Division shall provide frames and grates
22 for all manholes and catch basins adjusted by the Contractor. The Contractor shall coordinate
23 with Ryan Welander at (253) 404-6964 at least 48 hours prior to pickup of materials.

24
25 **7-05.4 Measurement**

26 *This section is supplemented with the following:*

27
28 "Adjust Existing Valve Chamber to Grade" will be measured per each.

29
30 "Adjust Existing Utility to Grade" will be measured per each.

31
32 **7-05.5 Payment**

33 *The pay item for "Adjust Manhole" is revised to read:*

34
35 "Adjust Existing Manhole", per each.

36
37 The unit Contract price per each for "Adjust Existing Manhole" shall be full pay for all costs
38 associated with adjusting the frame and cover to finished grade, including but not limited to,
39 excavating, furnish and place backfill, installing the new frame and cover, compacting,
40 surfacing, and restoration.

41
42 *The pay item for "Adjust Catch Basin" is revised to read:*

43
44 "Adjust Existing Catch Basin", per each.

45
46 The unit Contract price per each for "Adjust Existing Catch Basin" shall be full pay for all costs
47 associated with adjusting the frame and grate to finished grade, including but not limited to,
48 excavating, furnish and place backfill, installing the new frame and grate, compacting, surfacing,
49 and restoration.

50
51 *This section is supplemented with the following:*

1
2 "Adjust Existing Valve Chamber to Grade", per each.

3
4 The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be full pay
5 for all costs associated with the adjusting the valve chamber to finished grade, including but not
6 limited to, excavating, furnish and place backfill, compacting, surfacing, and restoration.

7
8 "Adjust Existing Utility to Grade", per each.

9
10 The unit Contract price per each for "Adjust Existing Utility to Grade" shall be full pay for all
11 costs associated with adjusting the utility structure to finished grade, including but not limited to,
12 excavating, furnish and place backfill, compacting, surfacing, and restoration.

13
14
15 **END OF SECTION**

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**
2 **(March 23, 2010 Tacoma GSP)**

3
4 **7-07.3 Construction Requirements**

5 *Item three of paragraph two is revised to read:*

- 6
7 3. If sediment and water from structures does not meet the conditions described in 1 or 2
8 above, the Contractor shall collect and dispose of all water used and all debris
9 generated in cleaning operations. No cleaning water or debris shall be flushed
10 downstream beyond the limits of the work.

11
12 **END OF SECTION**
13

1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**
2 **(*****)**

3
4 **7-08.3 Construction Requirements**

5
6 **7-08.3(1)A Trenches**

7 *The tenth paragraph of this section is deleted. All dewatering requirements are found in section*
8 *8-01.3(1)C.*

9
10 **7-08.3(1)C Bedding the Pipe**

11 *This section is supplemented with the following:*

12
13 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma
14 Standard Plan No. SU-16.

15
16 **7-08.3(2)F Plugs and Connections**

17 *This section is supplemented with the following:*

18
19 Rigid Couplings, manufactured by Romac Industries, Hymax, Smith-Blair or Engineer approved
20 equal, shall be used at any pipe joint in which bell and spigot or fused joints are not
21 used. Flexible couplings are not permitted, except as specified in Section 7-18 Side Sewers.

22
23 **7-08.3(2)G Jointing of Dissimilar Pipe**

24 *This section is revised to read:*

25
26 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac Industries,
27 Hymax, Smith-Blair, or Engineer approved equal, except as specified in Section 7-18 Side
28 Sewers.

29
30 **7-08.3(3) Backfilling**

31 *The second paragraph is revised to read:*

32
33 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma Standard Plan
34 No. SU-16. Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill,
35 backfill above pipe zone, and extra excavation area backfill.

36
37 *The fourth paragraph is revised to read:*

38
39 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be
40 shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new
41 embankment, backfill above the pipe zone shall be placed in accordance with Section 2-
42 03.3(14)C. If pipe is being placed under existing paved areas, or roadways, backfill above the
43 pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to
44 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe
45 zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85-
46 percent maximum density. All compaction shall be in accordance with the Compaction Control
47 Test of Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above
48 the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement chunks
49 larger than 6-inches in maximum dimension shall not be used. Material determined by the
50 Engineer to be unsuitable for backfill at the time of excavation shall be removed and replaced
51 with imported backfill material meeting the requirements of Section 9-03.12(2). Material

1 determined to be suitable for backfill at the time of excavation shall be stockpiled and used for
2 backfill material. If the stockpiled material becomes unsuitable, the Contractor shall furnish
3 suitable material in an amount equal to that, which became unsuitable, at no expense to the
4 Contracting Agency.

5
6 **7-08.3(7) Underground Utility Potholing**
7

8 Prior to start of pipeline construction, the Contractor shall pothole existing underground utilities
9 at the locations identified on the Plans. Contractor shall expose the top and bottom of the utility
10 to verify the exact horizontal and vertical location in the field. The top of the utility shall be field
11 surveyed, and the diameter or dimensions shall be verified and submitted to the Engineer. The
12 Contractor shall schedule City Survey crews a minimum 72-hours prior to potholing.

13
14 The Contractor shall provide the Engineer with a copy of the plan sheet with the pothole
15 information clearly shown. Upon receipt of this information, the Engineer will determine if a
16 conflict exists. The City will notify the Contractor within five (5) full working days as to what
17 design modifications, if any, are required to resolve the conflict. The Contractor shall perform
18 the pothole as required to avoid impact to the Contract schedule, based on the five (5) working
19 day review time.

20
21 **7-08.4 Measurement**

22 *This section is supplemented with the following:*

23
24 "Underground Utility Potholing" shall be measured per each.
25

26 **7-08.5 Payment**

27 *This section is supplemented with the following:*

28
29 "Underground Utility Potholing", per each
30

31 The unit Contract price for "Underground Utility Potholing" per each shall be full compensation
32 for all labor, tools, equipment, and materials necessary to expose the locations of existing
33 utilities, record vertical and horizontal locations, backfill, compact, and restore excavated areas
34 per City of Tacoma Standard Plan SU-27. This unit price shall also include the cost for
35 rescheduling work as required to allow the City time (up to five working days) to issue any
36 design modifications as may be required.
37

38
39 **END OF SECTION**

1 **7-17 SANITARY SEWERS**

2 **(*****)**

3
4 **7-17.1 Description**

5 *This section is supplemented with the following:*

6
7 All references to sanitary sewer shall also mean storm sewers.

8
9 **7-17.2 Materials**

10 *The first paragraph is revised to read:*

11
12 Pipe materials used for storm and sanitary sewers shall be as shown on plans. All references to
13 PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be permitted.

14
15 *This section is supplemented with the following:*

16
17 Polyvinyl Chloride (PVC) Pressure Pipe (4-inches and over) 9-30.1(5)A

18
19 **7-17.3 Construction Requirements**

20
21 **7-17.3(2)A General**

22 *The first paragraph is revised to read:*

23
24 Sewers and appurtenances shall be cleaned and tested after backfilling by either exfiltration or
25 low-pressure air method at the option of the Contractor, except where the ground water table is
26 such that the Engineer may require the infiltration test.

27
28 **7-17.3(2)H Television Inspection**

29 *This section is revised to read:*

30
31 **General**

32 The Contractor shall hire a third-party television inspection company to perform television
33 inspection services on all new full segments and partial segments of sanitary and storm sewer
34 mains and side sewers, including the connection point between new and existing pipes, and
35 newly constructed manholes. The television inspection subcontractor must attend the Pre-
36 Construction Conference in order to discuss the submittal process and required formatting of
37 videos and databases, as described in this Section.

38
39 **Schedule & Review Requirements**

40 The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the
41 Engineer may be present during the inspection if so elected. The inspection video and
42 associated database file for each pipe segment, including all side sewers (if applicable), shall be
43 submitted to the Contracting Agency for review and approval within ten (10) working days of the
44 installation. The Engineer may take up to three working days to review the files. If more than
45 three working days are required for the Engineer's review of the videos, an extension of time will
46 be considered in accordance with Section 1-08.8. No claim will be allowed for damages and no
47 extension of time will be granted resulting from the rejection of a video or database due to not
48 meeting the technical requirements or construction defects identified in the video.

49
50 **Inspection and Video Criteria**

1 CCTV inspection work shall be completed by certified National Association of Sewer Service
2 Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained
3 operator(s) using established PACP coding and observations. Coding and observation results
4 shall be recorded and presented on a per asset basis, from structure to structure. A pipe asset
5 is defined as one continuous pipe from the upstream structure to the downstream structure.
6 Footage shall be recorded with the starting and ending points being the center of the manholes
7 and/or catch basins, with the exception that if partial segments are constructed in this Contract,
8 including side sewers, the inspection only needs to show all new work up to and including the
9 connection to the existing pipe. Inspections shall be performed after the manhole has been
10 channeled and the camera operator shall pan around and record the inside of each manhole
11 and/or catch basin constructed in this project at the start and end of each inspection. The
12 television camera shall have a resolution of 700 lines minimum and shall have a source of
13 illumination attached to it.

14
15 The video files shall be recorded and submitted in WMV format and include an unmodified
16 NASSCO-PACP Certified Access Database conducted entirely in digital format with electronic
17 reference to the survey which is intended to be imported into the Contracting Agency's viewing
18 software, GraniteNet. The PACP database must be in MDB format and shall include the
19 Contracting Agency's SAP ID for pipe segments and structures. No other file formats will be
20 accepted unless approved by the Contracting Agency.

21
22 All videos and database files shall be submitted via the Internet web-based project management
23 communications tool, e-Builder software. The Contractor shall review each video and database
24 prior to submitting to confirm formatting is correct and no pipe repairs are needed.

25
26 The Contractor shall provide video identifying each pipe segment by manhole, catch basin, and
27 pipe segment SAP ID numbers. The inspection shall identify all connections, general conditions
28 of the sewer pipelines, problem areas, location of all connections or problem areas by linear
29 footage, and observations concerning the condition of the pipe joints. The camera system used
30 shall be capable of travelling up to 500 linear feet.

31
32 Although newly constructed, the sewers will likely be in service with flow present during
33 inspections. The Contractor shall clean the main within 24 hours of the CCTV inspection. The
34 lens shall remain clean and clear for the duration of the inspection. Should the lens become
35 soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the
36 condition of the pipe, the inspection shall be halted to clean and clear the lens. No additional
37 compensation will be made for re-inspections required by the Contracting Agency due to soiled,
38 fogged, or otherwise impaired camera lenses.

39
40 The Contractor shall maintain sufficient light levels within the main to allow for visual inspection
41 of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the Contractor shall
42 make certain that the light levels are not so bright that visual inspection is impeded.

43
44 The CCTV Inspection shall be a continuous, unedited video and shall include the following
45 information:

- 46 • Date of Inspection
- 47 • Main segment number
- 48 • Upstream and downstream manhole and/or catch basin numbers
- 49 • Current distance along the mainline

50

1 In addition, the Contractor shall perform wastewater side sewer inspections where they exist via
2 a mainline camera with a lateral launching setup. The lateral launch camera shall be capable of
3 extending at least 30 feet from the main into side sewers and shall include an on-screen footage
4 counter. The quality of the side sewer inspection shall meet the same requirements as the
5 mainline camera. The lateral launch camera must be self-leveling and shall also include a
6 sonde transmitter to locate the side sewer in the event of a defect. All side sewer inspections
7 within a given segment shall be incorporated into the same video and database file as the
8 mainline inspection.

9
10 The Contractor shall bear all costs incurred in correcting any deficiencies found during television
11 inspection including the cost of any additional cleaning and television inspection that may be
12 required by the Engineer to verify the correction of said deficiency.

13
14 The Contractor shall be responsible for all costs incurred in any television inspection performed
15 solely for the benefit of the Contractor.

16 17 **7-17.4 Measurement**

18 *This section is supplemented with the following:*

19
20 Removal and replacement of unsuitable, contaminated and non-contaminated, backfill material
21 will be determined by the cubic yard in place, based on a neat line measurement per this
22 Section and Section 2-09. Any removal and replacement of unsuitable material outside neat
23 line measurement shall be incidental to the Bid item.

24
25 **Horizontal Limits:** The horizontal limits shall be as defined in Section 2-09.4.

26
27 **Longitudinal Limits:** The longitudinal limits shall be as defined in Section 2-09.4.

28
29 **Lower Limits:** The lower limits shall be the top of the pipe zone as shown on Standard Plan
30 No. SU-16.

31
32 **Upper Limits:** The upper limits shall be the subgrade elevation of the proposed roadway
33 section or pavement patch section.

34
35 All costs associated with the disposal of material located above the upper limits shall be
36 included in the unit contract price for other items of work, unless a proposal item is included for
37 this specific item of work.

38
39 Pipe zone limits are as defined in Standard Plan SU-16.

40
41 No specific unit of measurement will apply for television inspection as required in this section.
42 All costs shall be included in the per foot price of pipe installed.

43 44 **7-17.5 Payment**

45 *The first paragraph is supplemented with the following:*

46
47 "C900 PVC Sanitary Sewer Pipe ___ In. Diam.", per linear foot.

48
49 *The second paragraph is revised to read:*

50

1 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full
2 pay for the furnishing, hauling, and assembling in place the complete installation, including but
3 not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe
4 bedding and backfill material within the pipe zone, and all wyes, tees, special fittings, rigid
5 couplings, joint materials, and other appurtenances necessary for the completion of the
6 installation to the required line and grade, unless proposal items are included for these specific
7 items of work, and shall also include all costs associated with cleaning the pipe and performing
8 and submitting television inspection videos. Sewer pipe per linear foot shall not be paid until the
9 Contracting Agency has approved the CCTV inspection video and database, and provided
10 approval of the pipe segment.

11
12 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

13
14 "Removal and Replacement of Unsuitable Material", per cubic yard.

15
16 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable Material"
17 shall be full pay for all work required to haul and dispose of the unsuitable material as specified
18 in Section 7-08.3(1)A and the furnishing of suitable backfill material as specified in Section 7-
19 08.3(3). A minimum unit price is established in the Bid Proposal.

20
21 For the purpose of providing a common proposal for bidders, the proposal quantity for "Removal
22 and Replacement of Unsuitable Material" is based on removal and replacement of all backfill
23 material.

24
25 **A minimum unit price has been entered into the Bid Proposal for "Removal and**
26 **Replacement of Unsuitable Material". The Contractor shall not bid less than the**
27 **minimum value specified. Failure to comply with the minimum unit price requirement**
28 **shall be deemed irregular and unresponsive.**

29
30
31 **END OF SECTION**

1 **7-18 SIDE SEWERS**

2 **(*****)**

3
4 **7-18.1 Description**

5 *This section is supplemented with the following:*

6
7 The Contractor shall remove and replace existing side sewers as defined on the Plans and
8 reconnect the existing side sewer. The location of the side sewer at the main is estimated
9 based on a TV inspection of the main and may vary in either direction. The actual location at
10 the point of reconnection is unknown.

11
12 **7-18.3(1) General**

13 *This section is supplemented with the following:*

14
15 The Contractor shall use solid wall PVC pipe meeting the requirements of Section 9-05.12(1) for
16 all side sewers located 10 feet or more from a water service. If the side sewer is located within
17 10 feet of a water service, the Contractor shall use solid wall PVC pressure pipe meeting the
18 requirements of Section 9-30.1(5)A. If the side sewer crosses above a water main, the side
19 sewer shall be encased per the Department of Ecology Criteria for Sewage Works Design
20 (Orange Book) Section C1-9.1.4A. Any encasement of side sewers shall be paid for under
21 force account per Section 1-09.6.

22
23 **7-18.3(2)A Jointing of Dissimilar Pipe**

24 *This section is supplemented with the following:*

25
26 Dissimilar pipe shall be joined by use of stainless steel reinforced rubber couplings
27 manufactured by Fernco, Inc., Mission Rubber Company, or Engineer approved equal.

28
29 **7-18.4 Measurement**

30 *This section is supplemented with the following:*

31
32 Measurement for payment shall be by the linear foot of pipe installed, and shall be along the
33 pipe invert, through tees, wyes and other fittings, from the centerline of the main to the
34 centerline of the cleanout.

35
36 No specific unit of measurement will apply for television inspection as required in Section 7-
37 17.3(2)H. All costs shall be included in the per foot price of pipe installed.

38
39 **7-18.5 Payment**

40
41 *The second paragraph is revised to read:*

42
43 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full
44 pay for the furnishing, hauling, and assembling in place the complete installation, including but
45 not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe
46 bedding and backfill material within the pipe zone, and all wyes, tees, special fittings, rigid
47 couplings, joint materials, end pipe markers, and other appurtenances necessary for the
48 completion of the installation to the required line and grade, unless Proposal items are included
49 for these specific items of Work, and shall also include all costs associated with cleaning the
50 pipe and performing and submitting television inspection videos. Sewer pipe per linear foot

1 shall not be paid until the Contracting Agency has approved the CCTV inspection video and
2 database, and provided approval of the pipe segment.

3

4

5

END OF SECTION

1 **7-19 SEWER CLEANOUTS**
2 **(May 13, 2009 Tacoma GSP)**

3
4 **7-19.3 Construction Requirements**

5 *The third sentence of the first paragraph is deleted.*

6
7 *The fourth sentence of the third paragraph is deleted.*

8
9 **7-19.5 Payment**

10 *The third paragraph is revised to read:*

11
12 The unit Contract price for "Sewer Cleanout" shall be full pay for furnishing and placing the wye,
13 pipe, pipe bends, pipe plug, castings, and collar as specified herein and as shown on Standard
14 Plan SU-24.

15
16
17

END OF SECTION

1 *Add the following new section:*

2
3 **7-20 SIDE SEWERS AND RESTORATION ON PRIVATE PROPERTY**

4 **(*****)**

5
6 **7-20.1 Description**

7
8 The Contractor shall install new side sewers on private property from the property line to the
9 existing connection at the house foundation, as shown on the Plans. This Work must conform
10 with the City of Tacoma's Side Sewer and Sanitary Sewer Availability Manual provided in
11 Appendix A.

12
13 Restoration required as a result of the side sewer installation on private property shall adhere to
14 Section 8-02.

15
16 **7-20.2 Materials**

17
18 All side sewer materials shall meet the requirements of the Side Sewer and Sanitary Sewer
19 Availability Manual.

20
21 Materials required for landscape restoration shall meet the requirements in Section 8-02.

22
23 **7-20.3 Construction Requirements**

24
25 The Contractor shall be responsible for locating all utilities on private property prior to
26 construction. The Contractor is required to photo document journal the existing condition of all
27 areas that may be impacted by the work, such as landscaping, structures, driveways, etc.

28
29 The horizontal and vertical alignments shown on the Plans are approximate based on the
30 information available during design. The Contractor may select an alternative route with the
31 approval of the Engineer.

32
33 The Contractor shall protect existing footings and foundations within close proximity to trench
34 excavations. This may include additional structural shoring, underpinning, and the use of mini-
35 excavators or hand-digging.

36
37 Property restoration shall be completed within two weeks of the start of construction at each
38 property.

39
40 **7-20.4 Measurement**

41
42 Side sewer installation on private property shall be measured by the linear foot of pipe installed,
43 and shall be along the pipe invert, through tees, wyes and other fittings, from the cleanout at the
44 property line to the existing connection at the house foundation.

45
46 Private property restoration shall be measured by the linear foot of pipe installed. The width of
47 the trench shall be assumed to be no greater than six feet. Any damage caused by the
48 Contractor beyond the width of the trench shall be performed at no additional cost to the
49 Contracting Agency.

50

1 **7-20.5 Payment**

2

3 Payment will be made in accordance with Section 1-04.1.

4

5 “Private Side Sewer”, per linear foot.

6

7 The unit Contract price per linear foot for sewer pipe of the various kind and size specified shall
8 be full pay for furnishing, hauling, assembling, and reconnecting in place the completed
9 installation including all cleanouts, wyes, tees, special fittings, joint materials, structure
10 excavation, bedding and backfill material, clearing, grubbing, removal of structures and
11 obstructions, and any other items necessary for the completion of the installation, unless
12 Proposal items are included for these specific items of Work. This shall also include all costs
13 associated with private utility locates, documentation of existing conditions, foundation
14 protection, air or water testing, and CCTV inspections.

15

16 “Private Property Restoration”, per linear foot.

17

18 Payment for “Private Property Restoration” shall be full pay for all materials, labor, tools, and
19 equipment necessary for complete restoration, as well as any work necessary for weed control
20 within planting areas, sodding, fertilizing, bark or wood chip mulching, topsoil placement,
21 planting area preparation, fine grading, planting, cultivating, relocating irrigation, other irrigation
22 work as necessary, and clean-up for the particular items called for in the Plans until the physical
23 completion date of the Contract. This work shall also include restoration of all lawn features,
24 driveways and hardscapes, retaining walls, fences, and relocation or replacement of plants.
25 Restoration must also comply with the applicable requirements provided in Section 8-02. Any
26 restoration needed due to damage caused by the Contractor beyond the limits of work shall be
27 performed at no additional cost to the Contracting Agency.

28

29 **Property restoration shall be completed within two weeks of the start of construction at**
30 **each property.**

31

32

33

END OF SECTION

1 *Add the following new section:*

2
3 **7-21 INDOOR PLUMBING**

4 **(*****)**

5
6 **7-21.1 Description**

7
8 The Contractor shall install the indoor plumbing required to connect to the new side sewer at the
9 cleanout nearest to the house, as shown on the Plans. This Work must conform with the City of
10 Tacoma's 2021 Building and Development Code.

11
12 **7-21.2 Materials**

13
14 All materials shall meet the requirements of the 2021 Building and Development Code.

15
16 **7-21.3 Construction Requirements**

17
18 The Contractor shall be responsible for obtaining a Residential Plumbing Permit from the City of
19 Tacoma's Planning and Development Services. The permit review will be completed as quickly
20 as possible, but may require up to ten (10) working days from the date of application. If more
21 than ten (10) working days are required for the review, an extension of time will be considered in
22 accordance with Section 1-08.8.

23
24 The Contractor is required to photo document and journal the existing condition of the interior of
25 the house prior to construction.

26
27 The piping configuration shown on the Plans is approximate based on the information available
28 during design. The Contractor may adjust the alignment as needed to better accommodate
29 construction methods and conditions, as approved by the Engineer.

30
31 The Contractor shall core through the existing foundation and install a water-tight seal at the
32 wall penetration, and concrete floor slab must be sawcut prior to removal.

33
34 **7-21.4 Measurement**

35
36 No specific unit of measurement shall apply to the lump sum item for indoor plumbing.

37
38 **7-21.5 Payment**

39
40 "Indoor Plumbing", per lump sum.

41
42 The lump sum contract price for "Indoor Plumbing" shall be full pay for all labor, equipment, and
43 materials required to furnish, haul and assemble in place the complete installation including all
44 wyes, tees, special fittings, joint materials, sawcutting, coring, sealing, and any other items
45 necessary for the completion of the installation, unless Proposal items are included for these
46 specific items of Work. This shall also include structure excavation, bedding and backfill
47 material, removal of structures and obstructions, foundation repair, basement restoration,
48 documentation of existing conditions, and acquisition of required building permits.

49
50
51 **END OF SECTION**

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

2 **(*****)**

3
4 **8-01.1 Description**

5 *This section is supplemented with the following:*

6
7 The City of Tacoma Stormwater Management Manual is available on the City's website at
8 www.cityoftacoma.org/stormwatermanual.

9
10 **8-01.3(1) General**

11
12 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

13 *This section is revised to read:*

14
15 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact
16 information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan
17 (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The
18 ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment
19 Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and
20 Sediment Control (CPESC) certificate from a course approved by the Washington State
21 Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List
22 required under Section 1-05.13(1).

23
24 The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP
25 and as shown on the TESC plan. Implementation shall include, but is not limited to the
26 following:

- 27
28 1. Installing and maintaining all temporary erosion and sediment control Best
29 Management Practices (BMPs) included in the SWPPP and as shown on the TESC
30 plan. Damaged or inadequate BMPs shall be corrected as needed to assure
31 continued performance of their intended function in accordance with BMP
32 specifications and Permit requirements.
- 33 2. Performing monitoring as required by the NPDES Construction Stormwater General
34 Permit.
- 35 3. Inspecting all on-site erosion and sediment control BMPs at least once every
36 calendar week and within 24 hours of any discharge from the site. A SWPPP
37 Inspection report or form shall be prepared for each inspection and shall be included
38 in the SWPPP file. A copy of each SWPPP Inspection report or form shall be
39 submitted to the Engineer no later than the end of the next working day following the
40 inspection. The report or form shall include, but not be limited to the following:
- 41 a. When, where, and how BMPs were installed, maintained, modified, and
42 removed.
 - 43 b. Observations of BMP effectiveness and proper placement.
 - 44 c. Recommendations for improving future BMP performance with upgraded or
45 replacement BMPs when inspections reveal SWPPP inadequacies.
 - 46 d. Approximate amount of precipitation since last inspection and when last
47 inspection was performed.
- 48 4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the
49 following:
- 50 a. SWPPP Inspection Reports or Forms.
 - 51 b. SWPPP narrative.

- c. National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
- d. All documentation and correspondence related to the NPDES Construction Stormwater General Permit.
- e. Other applicable permits.

Upon request, the file shall be provided to the Engineer for review.

8-01.3(1)C Water Management

This section is revised to read:

General. The Contractor is responsible for keeping excavations free from standing water during construction and disposing of the water in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public. Groundwater flowing toward, into, or within excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. The control of groundwater shall be such that softening of the bottom of excavations, or formation of “quick” conditions or “boils” during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

8-01.3(8) Street Cleaning

The third paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9) Sediment Control Barriers

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an internal device or 1/3 the height of the external device (or less when so specified by the manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

The section is supplemented with the following:

Only bag-type filters are allowed for use in the public right of way.

8-01.4 Measurement

8-01.4(2) Item Bids

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item “Stormwater Pollution Prevention Plan (SWPPP)”.

Inlet protection shall be measured per each.

Street cleaning shall be measured per hour.

1 **8-01.5 Payment**

2 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section 1-09.6*
3 *is revised to read:*

4
5 Installation, maintenance, and removal of erosion and water pollution control devices including
6 removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these
7 activities and any additional Work deemed necessary by the Engineer to control erosion and
8 water pollution will be paid by force account in accordance with Section 1-09.6. Directing
9 implementation by ESC Lead of the measures identified in the SWPPP, shown on the TESC
10 plan, and all other work as included in Section 8-01.3(1)B shall be paid by force account as
11 specified in Section 1-09.6.

12
13 *This section is supplemented with the following:*

14
15 Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or
16 according to these Specifications and the Plans, removal shall be included in the lump sum or
17 unit cost for these respective BMPs.

18
19 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum contract price
20 for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for all costs, including but
21 not limited to, preparing, submitting, revising, and resubmitting revisions for the Stormwater
22 Pollution Prevention Plan.

23
24 "Inlet Protection," per each

25
26 "Street Cleaning," per hour.

27
28
29

END OF SECTION

1 **8-02 ROADSIDE RESTORATION**

2 **(*****)**

3
4 **8-02.1 Description**

5 *This section is supplemented with the following:*

6
7 The Work included in "Landscape Restoration" shall include restoration of all landscaped areas
8 within the "Cut and Fill" limits in the right-of-way, as shown on the Plans.

9
10 **8-02.2 Materials**

11 *This section is supplemented with the following:*

12
13 Compost shall meet the requirements of Section 9-14.5(8).

14
15 **8-02.3 Construction Requirements**

16 *This section is supplemented with the following:*

17
18 Soil excavated in connection with this Work shall be included in the measurements and
19 payments for "Roadway Excavation ____ Incl. Haul" in accordance with Section 2-03, Roadway
20 Excavation and Embankment.

21
22 The Contractor shall haul and dispose of all soil material excavated from the Project site in
23 accordance with Section 2-03.

24
25 **8-02.3(1) Responsibility During Construction**

26 *The third paragraph is revised to read:*

27
28 The Contractor shall protect existing trees, grass and vegetation in accordance with the Plans
29 and Section 1-07.16(2). The Contractor shall protect existing planting beds, lawn and grass
30 areas as shown per Plans.

31
32 *This section is supplemented with the following:*

33
34 The Contractor shall not dump or stockpile topsoil, compost, mulch, or any other landscape
35 materials directly on roadway surfaces and shall employ the appropriate BMPs for stockpiling at
36 a stockpile site out of the right-of-way. The Contractor shall place landscape materials such as
37 Topsoil, Compost, or Mulch immediately upon delivery to the jobsite. The Contractor may
38 request to stockpile these materials in writing by submitting a Roadside Work Plan. Stockpiling
39 in the public right-of-way shall only be permitted as approved in writing by the Engineer.

40
41 The Contractor shall notify the Engineer of any conflict between the proposed work and any
42 obstructions, and shall repair damage in accordance with Section 1-07.16, Protection and
43 Restoration of Property.

44
45 Prior to starting work, the Contractor shall locate and protect all underground utilities in
46 accordance with Section 1-07.17, Utilities and Similar Facilities.

47
48 **8-02.3(4) Topsoil**

49 *This section is supplemented with the following:*

50

1 The Contractor shall use Topsoil Type A in accordance with Special Provisions Section 9-14.2
2 unless otherwise shown on the Plans or as approved by the Engineer.

3
4 Scarify or till subgrade in two directions. Scarify the entire surface prior to placing Topsoil. Do
5 not scarify within drip line of existing trees to be retained.

6
7 **8-02.3(4)A Topsoil Type A**

8 *This section is revised to read:*

9
10 Topsoil Type A shall be an imported topsoil and compost mix from a topsoil supplier or certified
11 composting facility in accordance with Section 9-14.5(8). The Contractor shall place, till and fine
12 grade Topsoil Type A in accordance with Section 8-02 and City of Tacoma Standard Plan GSI-
13 01d. Topsoil Type A shall conform to Sections 9-14.2 and 9-14.2(1). The Contractor shall
14 submit a certification by the supplier that the contents of the Topsoil meet the requirements in
15 the Special Provisions.

16
17 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

18 *This section is supplemented with the following:*

19
20 All grades shall be maintained in the areas to be planted in a true and even condition. The
21 contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades
22 have not been established, the areas shall be finish graded and all surfaces left in an even and
23 compacted condition. The finished grade shall be such that after planting, the grade shall be
24 flush with adjoining surfaces; positive drainage shall also be maintained.

25
26 **8-02.3(5)A Seeding Area Preparation**

27 *Items 3. and 4. of this section are revised to read:*

- 28
29 3. Bring area to a uniform grade and place amended topsoil or amend existing topsoil in
30 accordance with with Standard Plans GSI-01b through GSI-01d. Do not till soil on any
31 slopes at 3(H):1(V) or steeper. Rake to a smooth even grade without low areas that trap
32 water. The finished grade of the soil shall be 1/2 inch below the top of all curbs, junction
33 and valve boxes, walks, driveways and other structures.
- 34
35 4. Compact to provide a reasonably firm but friable seedbed. On slopes at least 20 feet in
36 width from back of walk to construction limits and flatter than 2(H):1(V), create
37 longitudinal depressions at least 2-inch deep by means of tractor track walking; unless
38 otherwise specified or as directed by The Engineer.

39
40 **8-02.3(5)B Lawn Area Preparation**

41 *Item 4. of this section is revised to read:*

- 42
43 4. Amend existing topsoil in place or import and place amended topsoil in accordance with
44 Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low
45 areas that trap water and compact with a 50-pound roller. The finished grade of the soil
46 shall be 1/2 inch below the top of all curbs, junction and valve boxes, walks, driveways
47 and other structures.

48
49 **8-02.3(5)C Planting Area Preparation**

50 *Items 5. And 6. of this section is revised to read:*

51

- 1 5. Amend existing topsoil in place or import and place amended topsoil in accordance with
2 Standard Plans GSI-01b through GSI-01d. Do not till or place loose topsoil without
3 compaction and stabilization measures on slopes 3H:1V or steeper.
4
5 6. The finished grade of the mulch or woodchips shall be 1/2 inch below the top of all
6 curbs, junction and valve boxes, walks, driveways and other structures.
7

8 **8-02.3(6)A Compost**

9 *This section is supplemented with the following:*

10
11 Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP C125,
12 Section 1.12 and A900 – Compost, Chapter 21.9 of the City of Tacoma Stormwater
13 Management Manual.
14

15 The Contractor shall submit the amount of cubic yards of Compost incorporated into the project
16 to the Engineer, including mulch, amendment and as topsoil content. The Contractor shall
17 submit the quantity of Compost per type and supplier.
18

19 **8-02.3(6)B Fertilizers**

20 *This section is supplemented with the following:*

21
22 Fertilizer shall be supplied and applied per landscaping supplier recommendation or BMP C 120
23 per the City of Tacoma Stormwater Management Manual, Volume 3, Chapter 1, Section 1.7.
24

25 **8-02.3(8)C Pruning, Staking, Guying, and Wrapping**

26 *This section is supplemented with the following:*

27
28 Under no circumstances shall tree or shrub pruning be done prior to inspection and approval of
29 plants by the Engineer. Pruning cuts shall only be made to remove dead, damaged, diseased,
30 or broken branches, and in no case shall remove the leader of the tree. If approved, all cuts
31 shall be made in accordance with the ANSI A300 pruning standards at the point of connection
32 with the parent stem, outside of the branch collar, leaving no stubs.
33

34 Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by
35 callus growth. Cuts that produce large (greater than 1.5”) wounds or weaken the tree will not be
36 acceptable. All pruning shall produce a clean cut without bruising or tearing the bark.
37

38 Evergreens shall not be pruned, except to remove injured branches. The use of pole shears
39 and/or hedge shears for pruning deciduous or evergreen trees will not be permitted. All
40 trimmings and other debris left over from the planting operations shall be collected and disposed
41 of off the site.
42

43 All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or
44 cables. All deciduous and evergreen trees shall be staked the same day of planting.
45

46 **8-02.3(10) Lawn Installation**

47
48 **8-02.3(10)A Dates and Conditions for Lawn Installation**

49 *This section is supplemented with the following:*
50

1 Where no irrigation system is to be installed, hydroseed lawn shall be installed during the
2 following periods only:

3
4 March 1st – June 30th
5 September 1st - October 25
6

7 **8-02.3(10)B Lawn Seeding and Sodding**

8 *This section is supplemented with the following:*
9

10 Hydroseeding will shall be the method for lawn installation unless otherwise shown per Plans or
11 as directed by the Engineer. Lawn seeding and sodding shall be in accordance with BMP C
12 120 per the City of Tacoma Stormwater Management Manual, Volume 3, Chapter 1, Section
13 1.7. All permanent seeding areas shall be seeded with Low-Growing Turf Seed Mix:
14

Type of Seed	% by Weight
Dwarf tall fescue	45
Dwarf perennial rye	30
Red fescue	20
Colonial bentgrass	5

15
16 The rate of application shall be per manufacturer's recommendation.

17
18 Seeding fertilizer shall be per manufacturer's recommendation.

19
20 For Sodded Lawns: On sloped areas, the sod strips shall be laid perpendicular to the flow of
21 water.
22

23 **8-02.3(10)C Lawn Establishment**

24 *This section is supplemented with the following:*
25

26 Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.
27

28 **8-02.3(11)B Bark or Woodchip Mulch**

29 *The third paragraph is revised to read:*
30

31 The Contractor shall place a uniform non-compacted depth of 3-4 inches of Bark or Woodchip
32 Mulch in accordance with the Plans and as directed by the Engineer. Mulch shall not be applied
33 directly to the base of stems and shall be feathered to plant material, leaving trunks, stems,
34 canes, and root collars with gap of 2 inches minimum free of mulch. Bark or Woodchip Mulch
35 shall be placed flush with the top of junction and valve boxes, curbs, sidewalk and pavement
36 edges.
37

38 **8-02.3(14) Plant Replacement**

39 *This section is supplemented with the following:*
40

41 The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and
42 materials warranty for all planted material within the right-of-way. The warranty shall cause the
43 Contractor to remove and replace all rejected plant material during the warranty period. The
44 warranty period shall begin at the date of physical completion of the contract and end one

1 calendar year from that date. Thus, plant establishment shall be included in the Contract price
2 per each for the duration of the warranty and the Contract, whichever is the longer duration.
3

4 The Contractor shall be responsible for growing or providing enough plants for replacement of
5 all plant material rejected during the warranty period. All rejected plant material shall be
6 replaced at dates approved by the Engineer.
7

8 All replacement plants shall be of the same species and quality as the plants they replace.
9 Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant
10 material under nursery conditions for an additional year to serve as replacement plants.
11

12 Replacement plants will be subject to the original warranty provision as stated above.
13

14 **8-02.3(16) Roadside Maintenance Under Construction**

15 *This section is supplemented with the following:*
16

17 **Construction Cleanup**

18 Where staining, dust or other material has visibly accumulated on the adjoining buildings and
19 sidewalks as a result of the Contractor's Work, the Contractor shall clean these off as directed
20 by the Engineer. The Contractor shall remove all siltation, spoils, debris and solid waste
21 resulting from the Contractor's activities along the project right of way and dispose of it in
22 accordance with the Contract. The cost for any cleanup described in Section 8-02 shall be
23 included in the lump sum Contract price for "Roadside Restoration".
24

25 **8-02.4 Measurement**

26 *This section is supplemented with the following:*
27

28 Landscape restoration shall be paid by force account per Section 1-09.6.
29

30 Irrigation water used to establish vegetation will be considered included in the cost of plants.
31

32 **8-02.5 Payment**

33 *This section is supplemented with the following:*
34

35 "Landscape Restoration", by force account.
36

37 To provide a common proposal for all bidders, the Contracting Agency has estimated the
38 amount of force account for "Landscape Restoration" and has entered the amount in the
39 Proposal to become a part of the total bid by the Contractor. Areas damaged outside the
40 general limits of the project shall be restored by the Contractor at no expense to the Contracting
41 Agency.
42

43 Payment for "Landscape Restoration" shall be full pay for all materials, labor, tools, and
44 equipment necessary for complete restoration, as well as any work necessary for weed control
45 within planting areas, seeding, fertilizing, bark or wood chip mulching, topsoil placement,
46 planting area preparation, fine grading, planting, cultivating, relocating irrigation, other irrigation
47 work as necessary, and clean-up for the particular items called for in the Plans until the physical
48 completion date of the Contract.
49

50
51 **END OF SECTION**

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**

2 **(*****)**

3
4 **8-04.3 Construction Requirements**

5
6 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

7 *The first paragraph is revised to read:*

8
9 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air
10 entrained concrete Class 3000 conforming to the requirements of Section 6-02.

11
12 *Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with the*
13 *following:*

14
15 **8-04.3(1)C Integral Cement Concrete Curb**

16
17 When integral curb is being constructed with the pavement, fresh concrete for the integral curb
18 shall be placed at such time as will enable the top section of the curb to be consolidated,
19 finished, and bonded to the pavement slab while the concrete is plastic.

20
21 Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall
22 be placed in the base section for the curb in accordance with the standard drawing.

23
24 *Section 8-04.3 is supplemented with the following:*

25
26 **8-04.3(6) Cold Weather Work**

27
28 The following additional requirements for placing concrete shall be in effect from November 1 to
29 April 1:

- 30
31
 - The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - All concrete placement shall be completed no later than 2:00 p.m. each day.
 - Where forms have been placed and the subgrade has been subjected to frost, no
34 concrete shall be placed until the ground is completely thawed. At that time, the forms
35 shall be adjusted and subgrade repaired as determined by the Engineer.

36
37
38 **END OF SECTION**

1 **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**

2 **(*****)**

3
4 **8-06.3 Construction Requirements**

5 *The first paragraph is revised to read:*

6
7 Cement concrete driveway approaches shall be constructed with air entrained concrete Class
8 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement
9 conforming to the requirements of Section 5-05.

10
11 *This section is supplemented with the following sub-section:*

12
13 **8-06.3(1) Cold Weather Work**

14
15 The following additional requirements for placing concrete shall be in effect from November 1 to
16 April 1:

- 17
18
 - 19 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - 20 • All concrete placement shall be completed no later than 2:00 p.m. each day.
 - 21 • Where forms have been placed and the subgrade has been subjected to frost, no
22 concrete shall be placed until the ground is completely thawed. At that time, the forms
23 shall be adjusted and subgrade repaired as determined by the Engineer.

24 **8-06.4 Measurement**

25 *This section is revised to read:*

26
27 Cement concrete driveways and entrances will be measured by the square yard of finished
28 surface.

29
30 **8-06.5 Payment**

31 *The third paragraph is revised to read:*

32
33 The Contractor shall include all costs associated with excavating, including haul and disposal,
34 regardless of the depth in the unit Contract price for "Cement Conc. Driveway Entrance Type
35 ___". The construction of the driveway shall also include all costs associated with the installation
36 of underground conduit across the approach.

37
38
39 **END OF SECTION**

1 **8-13 MONUMENT CASES**

2 **(*****)**

3
4 *This section is revised to read:*

5
6 **8-13 MONUMENTS**

7
8 **8-13.1 Description**

9
10 This Work shall consist of constructing monuments in accordance with the Standard Plan and
11 these Specifications, in conformity with the lines and locations shown in the Plans or as staked
12 by the Engineer.

13
14 **8-13.2 Materials**

15
16 Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix'
17 bag concrete shall not be used.

18
19 Bronze markers will be supplied by the Contracting Agency.

20
21 **8-13.3 Construction Requirements**

22
23 The Contractor shall construct the poured monument in accordance with the City of Tacoma
24 Standard Plan SU-01. The brass marker position shall be staked and checked by a
25 Professional Land Surveyor registered in the State of Washington. The brass marker shall be
26 engraved with the PLS number of the Professional Land Surveyor staking and verifying the
27 monument location.

28
29 The Contractor shall obtain a permit for the temporary removal of the Monument from the
30 Washington State Department of Natural Resources in accordance with WAC 332-120 and
31 provide a copy of the permit to the Contracting Agency prior to the removal of the existing
32 Monument.

33
34 **8-13.4 Measurement**

35
36 Measurement of the poured monument will be per each.

37
38 **8-13.5 Payment**

39
40 Payment will be made in accordance with Section 1-04.1.

41
42 "Poured Monument", per each.

43
44 The unit Contract price per each for "Poured Monument" shall be full pay for all labor,
45 equipment, and materials required to furnish and install the monument, including the removal of
46 existing monuments and necessary pavement removal to accommodate the installation in
47 accordance with the standard plan and specifications, and obtaining the Washington State
48 Department of Natural Resources permit.

49
50
51 **END OF SECTION**

1 **8-14 CEMENT CONCRETE SIDEWALKS**

2 **(*****)**

3
4 **8-14.3 Construction Requirements**

5
6 **8-14.3(3) Placing and Finishing Concrete**

7 *The fourth paragraph is revised to read:*

8
9 Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall
10 have the truncated dome shape shown in the Standard Plans.

11
12 **8-14.3(4) Curing**

13 *The second sentence is revised to read:*

14
15 Curing shall be in accordance with Section 5-05.3(13).

16
17 *Section 8-14 is supplemented with the following:*

18
19 **8-14.3(20) Cold Weather Work**

20
21 The following additional requirements for placing concrete shall be in effect from November 1 to
22 April 1:

- 23
24
- The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - All concrete placement shall be completed no later than 2:00 p.m. each day.
 - Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.
- 28
29

30 **8-14.3(21) Thickened Edge for Sidewalk**

31
32 Thickened edge shall be constructed in accordance with the standard plan.

33
34 **8-14.5 Payment**

35 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

36
37 All additional costs related to the construction of thickened edges shall be included in the unit
38 contract cost for "Cement Conc. Sidewalk".

39
40 *The pay item "Cement Conc. Curb Ramp Type ____" is revised to read:*

41
42 "Cement Conc. Curb Ramp", per each

43
44 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for installing
45 the complete curb ramp per Plans and Specifications, and as directed by the Engineer,
46 including ramps, landings, pedestrian curbs, flares, wings, and detectable warning surfaces as
47 specified. This bid item shall include all curb ramp types.

48
49 *The seventh paragraph is revised to read:*

50

1 The Contractor shall include all costs associated with excavating, including haul and disposal,
2 regardless of the depth in the unit contract price for "Cement Conc. Sidewalk" and/or "Cement
3 Conc. Curb Ramp".

4
5
6

END OF SECTION

1 **9-03 AGGREGATES**
2 **(*****)**

3
4 **9-03.1 Aggregates for Concrete**

5
6 **9-03.1(1) General Requirements**
7 **(June 16, 2016 Tacoma GSP)**
8 *The seventh paragraph is deleted*

9
10 **9-03.12 Gravel Backfill**
11 *Add the following new Section:*

12
13 **9-03.12(10) Pea Gravel**
14 **(September 20, 2018 Tacoma GSP)**
15

Sieve Size	Percent Passing*
3/4" square	100
3/8" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

16 Sand Equivalent 35 Minimum
17 * All percentages are by weight

18
19 **9-03.21 Recycled Material**

20
21 **9-03.21(1) General Requirements**
22 **(Jun 16, 2016 Tacoma GSP)**
23 *This section is supplemented with the following:*

24
25 Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete
26 shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra
27 excavation area backfill material.

28
29
30 **END OF SECTION**

1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**
2 **(May 15, 2023 Tacoma GSP)**

3
4 **9-14.2 Topsoil**

5
6 **9-14.2(1) Topsoil Type A**

7 *This Section is revised to read:*

8
9 Topsoil Type A shall meet the following requirements:

- 10
11
- 12 • The source Topsoil shall be friable and loamy, and can contain loam, sandy loam, silty loam, clay loam, or a sandy clay loam.
 - 13 • Topsoil Type A shall be organically amended with Compost before delivery to the job site, and the Compost shall conform to Special Provision 9-14.5(8).
 - 14 • The amended Topsoil shall have minimum 10% organic matter for use in planting beds; typically containing 40% compost.
 - 15 • The amended Topsoil shall have minimum 5% organic matter for grass seeding and lawn areas; typically containing 25% compost.
 - 16 • The pH shall be between 6.0 and 8.0.
 - 17 • The amended Topsoil shall have maximum 25% passing the #200 sieve.
 - 18 • The amended Topsoil shall not exhibit visible water or dust during handling.
- 19
20
21
22

23 **9-14.5 Mulch and Amendments**

24
25 **9-14.5(3) Bark or Wood Chip Mulch**

26 *This section is revised to read:*

27
28 Bark or Wood Chip mulch shall be Arborist Wood Chip Mulch (AWCM).

- 29
- 30 1. **Quality:** Arborist Wood Chip Mulch shall be coarse ground wood chips (approximately
31 ½" to 6" along the longest dimension) derived from the mechanical grinding or shredding
32 of the above-ground portions of trees. It may contain wood, wood fiber, bark, branches,
33 and leaves; but may not contain visible amounts of soil. It shall be free of weeds and weed
34 seeds including but not limited to the plants on the Pierce County Noxious Weed list
35 available at: www.piercecountyweedboard.wsu.edu, and shall be free of invasive plant
36 portions capable of resprouting, including but not limited to horsetail, ivy, clematis,
37 knotweed, etc. It may not contain more than 0.5% by weight of manufactured inert material
38 (plastic, concrete, ceramics, metal, etc.).
 - 39 2. **Gradation:** Arborist Wood Chip Mulch, when tested, shall meet the following loose
40 volume gradation:
41
42

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	95	100
1"	70	100
5/8"	0	50
¼"	0	40

43
44 No Particles may be longer than eight inches.

- 1
2 3. **Submittals:** At the Engineer's request, prior to delivery the contractor shall provide the
3 following:
4 a. The source of the product and the species of trees included in it;
5 b. A sieve analysis verifying the product meets the above size gradation requirement;
6 and,
7 c. A 5 gallon sample of the product, for the Engineer's approval.
8

9 **9-14.5(8) Compost**

10 *This Section is supplemented with the following:*

11
12 The Compost supplier shall produce Compost from a certified composting facility. Certified
13 compost facilities are included on a list and an interactive map available on the Washington
14 State Department of Ecology Composting website:

15
16 <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost>
17
18

19 Compost shall meet the definition for "composted material" per WAC 173-350-100 and comply
20 with standards in WAC 173-350-220, except the feedstock may contain bio solids or manure
21 feed stocks. When feedstock material is sourced in a pest quarantine area the owners of the
22 organic waste shall comply with WAC 16-470-124 including processing conditions and heat
23 treatments for pest control; and shall obtain a special permit from the Washington State
24 Department of Agriculture.
25

26 City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste
27 compost program, can be used as Compost or shall be added as part of the Compost mix for
28 landscaping and roadside restoration, including topsoil amendment and topsoil mix content.
29

30 Compost shall meet the following additional criteria:

- 31
32
 - 33 • No visible water or dust during handling
 - 34 • 40% minimum to 65% maximum organic content per TMECC
 - 35 • Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget Sound
36 lowland region, or up to 40% as a coarse compost for surface mulch only.

37 For use as Topsoil amendment in BMP L613, Post Construction Soil Quality and Depth,
38 Compost shall meet the following additional criteria:
39

- 40
 - 41 • The Compost must originate from a feedstock that contains compost derived from
42 municipal solid waste compost programs, such as TAGRO. Facilities that produce
43 compost from post-consumer food waste, yard debris, and food scraps can be found on
44 the [Department of Ecology WA composting facilities and material types table](#).
 - 45 • The compost must originate from a feedstock that has a minimum of 65% recycled plant
46 waste comprised of "yard debris", "crop residues", and "bulking agents". A maximum of
47 35% post-consumer food waste can be substituted for recycled plant waste. The
48 Compost may have up to 35% bio solids or manure. Percentages are specified by
49 volume. Quoted terms are defined in WAC 173-350-100.
 - 50 • Stable and mature per TMECC, meaning the Compost tests results show low oxygen
use and low CO2 generation, and as capable of supporting plant growth.

1
2
3
4
5
6
7
8

- Use a Fine Compost per gradation in Section 9-14.5(8).
- Refer to Standard Plan series GSI-01b through GSI-01d for application.

Detailed BMP-specific compost specifications are referred to in the City of Tacoma Stormwater Management Manual, Chapter 21.9, A900 – Compost.

END OF SECTION

APPENDIX A

**SIDE SEWER AND SANITARY SEWER
AVAILABILITY MANUAL**



City of Tacoma

Tacoma

Environmental Services Department

Side Sewer and Sanitary Sewer Availability Manual

January 2016

City of Tacoma
Environmental Services Department
326 East D Street
Tacoma, WA 98421-1801
(253) 591-5588

PREFACE

This manual describes the City's policies and procedures for new and existing side sewer connections to the City wastewater sewer system. It provides a reference source for design engineers, developers, property owners and City staff.

The Side Sewer and Sanitary Sewer Availability Manual is organized in the following manner:

- **Chapter 1** – Fee and permit requirements, available financial programs, and frequently asked questions
- **Chapter 2** – How to determine sewer availability and sewer extension requirements for applicants inside and outside of the City limits
- **Chapter 3** – Criteria for the construction and inspection of gravity side sewer connections, including trenchless technologies for side sewer rehabilitation or replacement
- **Chapter 4** – Design requirements for low-pressure pump systems
- **Chapter 5** – Design requirements for pretreatment devices
- **Chapter 6** – Maintenance responsibilities and easement agreements
- **Appendix A** – Sewer availability examples for parcels inside City limits
- **Appendix B** – Troubleshooting common sewer problems

A glossary of terms and acronyms is provided at the back of the manual. The purpose of this manual is to provide a set of standards that:

- Describe the conditions that make the City's public sanitary sewer system available to parcels.
- Reduce the potential for inflow and infiltration into the City's public sewers.
- Ensure that property owners receive a well-functioning, long-lasting side sewer.

City staff will use this manual to make uniform decisions in accordance with the City's policies and procedures for all things related to side sewers and connecting to the public sewer.

This manual is intended to cover the majority of situations that may be encountered with side sewers and public sanitary sewer service. Inevitably, there will be issues that the manual does not address, or that may require exceptions to the standards provided in this manual.

The information provided in this manual may be subject to updates and revisions, with the Environmental Services Director's approval, as new technologies and products emerge and/or policies and procedures are changed. The most current manual can be found on the City of Tacoma website at: www.cityoftacoma.org/sidesewer.

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CHAPTER 1 GENERAL INFORMATION

1.1 MANUAL OVERVIEW

This manual discusses the requirements for connecting to the City of Tacoma's public sanitary sewer system.

This manual reflects information from the Tacoma Municipal Code (TMC), International Building Code (IBC), Uniform Plumbing Code (UPC), Department of Ecology Criteria for Sewage Works Design (Orange Book), City of Tacoma Right-of-Way Design Manual, City of Tacoma Stormwater Management Manual (SWMM), and existing Interlocal and Franchise Agreements for municipal sanitary sewer service. Use of this manual will help ensure consistency in policies and procedures relating to private side sewers.

Exceptions to this manual may be requested in writing to the Environmental Services Department (Environmental Services) to allow a waiver or modification of a requirement prior to permit approval and construction. The Environmental Services Director, or approved authority, may grant an exception following a documented finding that:

- The exception is likely to be equally protective of public health, safety and welfare, the environment, and public and private property as the requirement from which an exception is sought.

OR

- There are physical circumstances or conditions affecting the parcel such that substantial reasons exist for approving the requested exception, provided the exception will not cause significant harm.

Substantial reasons include, but are not limited to, the following:

- The requirement is not technically feasible such as infeasibility due to utility conflicts, structure conflicts, and grade issues, etc.;
- An emergency situation necessitates approval of an exception;
- The requirement would cause significant harm or threat of harm to public health, safety, or welfare, to the environment, or to public and private property; and
- The strict application of these provisions would deprive the applicant of all reasonable use of the parcel of land in question.

The decision to grant an exception is at the sole discretion of the City. The Environmental Services Director, or approved authority, shall only approve an exception to the extent it is necessary. The applicant may be required to submit a report or analysis prepared by a Washington State licensed professional engineer along with the written request for an exception. Exceptions are intended to maintain a necessary flexible working relationship between the City and applicants.

The approval of an exception shall not be construed to be an approval of any violation of the City's Municipal Code or of other valid law of a governmental entity which has jurisdiction.

1.2 ASSESSMENT AND CONNECTION CHARGES

Property owners are responsible for the installation costs of the adjacent public sanitary sewer serving a property prior to connection to that sewer. Side sewer permits will not be issued and parcels may not be connected to the public sewer until any outstanding connection charges have been paid. This obligation may be satisfied in one of the following ways.

1.2.1 Local Improvement District Charge (LID)

If a public sanitary sewer is constructed via a local improvement district, properties are assessed for the design and construction cost of the public sewer. More information regarding LIDs is found in Section 2.4A.

1.2.2 Connection Charge-in-lieu-of Assessment

If a property was not assessed through an LID and public sewer service is already available, the property owner may be required to pay a connection charge-in-lieu-of-assessment prior to connecting to the public sewer. Connection charge-in-lieu-of-assessment costs are established in Chapter 12.08.350 of the Tacoma Municipal Code (TMC). Contact the LID Office at 253-591-5522 to determine if a connection charge-in-lieu-of-assessment is due.

1.2.3 Right-of-Way Construction Permit

If public sewer service is not available, property owners may pay for the design and construction costs to have the public sewer main extended. Since the design and construction costs are the full responsibility of the property owner, there is no assessment or connection charge-in-lieu-of-assessment due at the time of connection. More information regarding Right-of-Way Construction Permits is found in Section 2.4B.

1.3 SIDE SEWER PERMITS

A side sewer permit is required prior to any repair or rehabilitation of existing side sewers or installation of new side sewers and private sewage pump systems. A side sewer permit fee is charged to cover the cost of inspection of the side sewer work in accordance with TMC 2.09 and TMC 10.22.

A side sewer permit shall be obtained at the Permit Intake Center located at 747 Market Street, 3rd Floor. Work within the City right-of-way shall be performed by a contractor licensed and bonded by the State of Washington to work in the City of Tacoma. The licensed and bonded contractor performing the work shall obtain the permit. If all work is to occur within private property, the property owner or contractor may obtain the permit and perform the work.

If a private sewage pump system is necessary and will be installed outside the footprint of the building it serves, a pump design and site plan shall be prepared in accordance with Chapter 4 of this manual and approved by Environmental Services prior to receiving a side sewer permit. Private sewage pump systems installed within the footprint of a building will be reviewed and permitted as part of a building permit, which is a process separate from the side sewer permitting process.

If the side sewer will be constructed or repaired on multiple parcels, an easement or other agreement must be obtained in accordance with Chapter 6 of this manual in order to construct

improvements on non-applicant owned property. City-issued permits do not give authority to work on another's property.

All work on new or existing side sewers will be inspected by a City Inspector to ensure the side sewer is constructed in accordance with all applicable City of Tacoma construction requirements. The City Inspector will create a record drawing of the side sewer work. For more information about the requirements and costs of side sewer permits, contact the Planning and Development Services permit counter at (253) 591-5030 or tacomapermits.org/contact-us.

1.4 FINANCIAL PROGRAMS

The City of Tacoma offers the following financial programs for qualified property owners to aid with the costs of connecting to the public sewer.

A. Septic System Amnesty Program

As an incentive to property owners to decommission existing on-site septic systems and connect properties to the public sanitary sewer, the Septic System Amnesty Program offers a reduction in sewer LID assessment fees or charges-in-lieu-of assessment fees when decommissioning existing on-site septic systems and connecting to public sanitary sewer. Details regarding this program, including eligibility requirements, are in the Septic System Amnesty Program Policy and Procedures available by contacting the Environmental Services Billing Customer Service line at (253) 591-2100.

B. Environmental Services Sewer Conservation Loan Program

The City of Tacoma offers low-interest loans to qualified homeowners and business owners for side sewer conservation projects. Project locations must be within the limits of the City of Tacoma and are for rehabilitation or reconstruction of existing side sewers only. New side sewer connections are not eligible for this program. Applicants must have good credit history with Tacoma Public Utilities. For more information on the Conservation Loan Program, contact the Community and Economic Development Department at (253) 591-5236.

1.5 FREQUENTLY ASKED QUESTIONS

1. How do I find out if a parcel is already connected to the City public sanitary sewer system? Where is the side sewer located on the parcel?

The City may have a side sewer permit card on record showing a sketch of the approximate side sewer alignment and location of the connection to the City sewer system. Cards are not available for every address. Permit cards are available on-line at the City's govME (Government Made Easy) website at: <http://govME.cityoftacoma.org>. For instructions on how to view and print side sewer inspection cards go to www.cityoftacoma.org/sidesewer and on the right side click the link to "View and Print Side Sewer Inspection Cards." In some cases, there may also be side sewer cleanouts outside of a building or in a yard area that can be used to locate the side sewer.

If there isn't a side sewer permit card on the website, you may contact the City to help you determine whether a parcel is connected to public sanitary sewer. If the City has no record of a side sewer connection, you may be eligible for a City-conducted smoke test or dye test to verify if the house is connected to the City sewer. Contact the Environmental

Services Billing Customer Service line at (253) 502-2100 to find out if you are eligible to request a smoke or dye test.

2. If I have an on-site septic system, how can I find out where it is located on my parcel?

The Tacoma-Pierce County Health Department (TPCHD) regulates on-site septic systems in the City of Tacoma and may have a record drawing of your on-site septic system. A copy of the record drawing is available on-line at www.tpchd.org/environment/septic-systems, or you may request a copy at TPCHD's phone request line: (253) 798-6470.

In addition, the City may have a septic permit card on record showing a sketch of the on-site septic system; however, cards are not available for every address. To find a permit card on the City's website, follow the on-line instructions in Frequently Asked Question #1.

3. Can I use an on-site septic system or holding tank instead of connecting to the public sanitary sewer?

In general, all commercial developments that require a building permit and have plumbing fixtures are required to connect to the public sewer.

Single family and duplex residences may use on-site septic systems only if the sanitary sewer is not available and there are no land use actions requiring an extension of the public sanitary sewer to serve the parcel. On-site septic systems must meet all TPCHD regulations or a connection to public sanitary sewer will be required.

See Chapter 2 for more information regarding the use of on-site septic systems and holding tanks.

4. Do I have to extend the public sanitary sewer if it isn't already adjacent to or abutting my parcel?

If your parcel is considered to be available to the public sanitary sewer, then you may connect with a shoestring side sewer without having to extend the public sanitary sewer. If your parcel is not considered to be available to the public sanitary sewer, you may have to extend the public sanitary sewer by either a Right-of-Way Construction Permit or an LID. See Chapter 2 to determine if sewer is available to your parcel and whether a public sanitary sewer extension will be required.

5. If I am permitted to install a shoestring side sewer, where should it go?

The shoestring side sewer should be located within private property boundaries as much as possible including private sanitary sewer easements, if available. If it must be placed within the right-of-way, it may be constructed in any area that results in the least impact to the existing surface features and other utilities. Any impacted sidewalks, curbs, gutters, paving, etc., shall be restored in accordance with the City of Tacoma Right-of-Way Restoration Policy, once the side sewer is constructed. A property owner is required to submit a Shoestring Side Sewer Plan for review and approval prior to installing a shoestring side sewer in accordance with Section 3.4.

6. If my parcel is located right next to the City's sanitary sewer, but I'm outside of the City of Tacoma limits, can I still connect to the City sanitary sewer?

It depends on a number of factors. In some circumstances, parcels outside the City limits may be permitted to connect to the City's sewer system through existing Interlocal or Franchise Agreements between the City of Tacoma and the jurisdiction in which the parcel is located.

If there isn't an existing Interlocal or Franchise Agreement, you may be required to annex into the City to obtain service, or you may be required to connect to your jurisdiction's sewer system.

See Chapter 2 for more detailed information about sewer availability outside City limits.

7. If my side sewer needs repair in the portion of pipe located in the street, who is responsible for repairing the pipe?

The property owner is responsible for the repair of the side sewer from the building to the top of the vertical riser pipe or tee or wye at the public main as shown in Figure 6-1, even if a portion of it is located within the street or alley. The property owner is responsible for repairing any curb, gutter, sidewalk, street, and any other surface improvements damaged during repair of the side sewer in accordance with the City of Tacoma Right-of-Way Restoration Policy. See Section 6.2 for the division of maintenance responsibility between the City and the property owner.

8. If I am remodeling or adding on to my building, can I re-use my existing side sewer?

If you are performing a substantial remodel or addition valued at 60 percent of the building value or greater, your side sewer is required to meet new construction standards. You can perform a television inspection and pressure test of the side sewer to see if it meets current requirements. See Chapter 3 for more details regarding side sewer testing.

9. Does the City have a list of qualified side sewer contractors?

No, the City does not keep a list of contractors who are qualified to install or repair side sewers, but the City can verify if a contractor is licensed and bonded to perform work within the City of Tacoma right-of-way. For license verification, contact Planning and Development Services at (253) 591-5030. The City strongly recommends contacting at least three side sewer contractors for bids and references prior to selecting a contractor.

10. Can I tie into my neighbor's side sewer instead of connecting directly to the public sewer?

No. Shared side sewer connections are only permitted between two or more buildings that are under one ownership and located on the same parcel. See Section 3.6 for more information on shared side sewers.

11. Can I repair a side sewer that my neighbor and I share?

If a repair is required in the shared portion of the line, you must disconnect from the shared side sewer and construct a new separate connection to the public sewer. Repairs are permitted on the non-shared portion of the line. On a case by case basis, the City may

allow a property owner to repair the shared side sewer per the exception process detailed in Section 1.1. See Section 3.6 for more information on shared side sewers.

12. Can I use a private sewage pump system instead of a gravity connection to the public sewer?

Private sewage pump systems may be used instead of gravity flow when minimum side sewer slope requirements cannot be achieved, or if there are physical constraints that make a gravity connection impractical. See Section 3.2B for more information on minimum gravity side sewer slope requirements. Pump system designs shall be completed in accordance with Chapter 4.

13. Can my side sewer cross other parcels to get to the public sewer?

Side sewers crossing separate parcels from the one they serve should be avoided, if possible; however, sometimes they are necessary due to depth or location of the public sewer.

Whenever a side sewer crosses more than one parcel under separate ownership, a private side sewer easement agreement must be obtained. Whenever a side sewer crosses more than one parcel under the same ownership, the property owner may not assume an easement across multiple parcels. Instead, the property owner must enter into a recorded agreement with the City requiring a future private side sewer easement in the event the parcels are sold. See Chapter 6 for more information regarding these easement agreements.

14. How much does it cost to connect to an existing public sewer?

If a property has not been released of the sewer connection charge via an LID, a connection charge-in-lieu-of-assessment may be due. In addition, a fee must be paid to obtain a side sewer connection permit. See Sections 1.3 and 1.4 for additional information concerning these fees.

The property owner is also responsible for the cost of constructing the side sewer from the house to the public sewer.

15. Does the City offer any funding or financing options for public sanitary sewer main extensions or side sewers?

Financing options may be available for public sewer extensions depending on the method used to extend the public sewer. See Section 2.4 for more information regarding extending the public sewer.

The City has the following programs available to assist in funding side sewer construction or repairs:

- The Septic Amnesty Program
- The Environmental Services Sewer Conservation Loan Program

Refer to Section 1.4 for information regarding these programs.

CHAPTER 2 SANITARY SEWER AVAILABILITY

2.1 INTRODUCTION

This chapter provides information on whether the public sanitary sewer is available for parcels located both inside and outside city limits.

2.2 SEWER AVAILABILITY FOR PARCELS INSIDE CITY LIMITS

A. General

Public sanitary sewer service is considered available to all parcels located within City of Tacoma limits that are directly adjacent to a public sanitary sewer located in a public right-of-way or public easement. Connection to available public sewers may occur once all sewer charges are paid and permits are obtained.

All parcels not directly adjacent to the sewer shall be reviewed by Environmental Services for determination of whether a connection to public sewer will be permitted, or whether a public sanitary sewer main extension or other alternative is required in order to serve the parcel. Please contact Environmental Services at (253) 591-5588 for a sewer availability request.

The City is committed to providing public sanitary sewer service to areas within the City of Tacoma limits that are not currently served by public sanitary sewer. City staff will use a regional planning approach to ensure that the City's sanitary sewer system is expanded in a manner that provides the most efficient, cost-effective regional sewer system for all parcels in need of sewer service.

The Sewer Availability Flowchart for Inside City Limits, Figure 2-1, and the corresponding flowchart notes in Section 2.020B will be used to determine the best way to serve individual parcels, while taking into account the sanitary sewer needs of the entire region. Use of this flowchart will help ensure consistency in making sewer availability determinations.

This manual is intended to cover the majority of the situations in which sewer service is needed, and will be followed as consistently as possible. There will be circumstances in which the best way to provide sewer service to the region may not coincide with the Figure 2-1 flowchart. In this case, City staff will determine the best method for providing the region with sewer service.

This flowchart is intended for use with existing parcels that do not have prior land use actions requiring extensions of the public sanitary sewer. A connection to the public sewer will be required for all lots within a new subdivision (for both short and long plats). If public sewer is not available to the proposed plat, a public sewer extension will be required to serve the new lots.

Several examples of how sewer availability determinations will be made using this flowchart and notes are located in Appendix B.

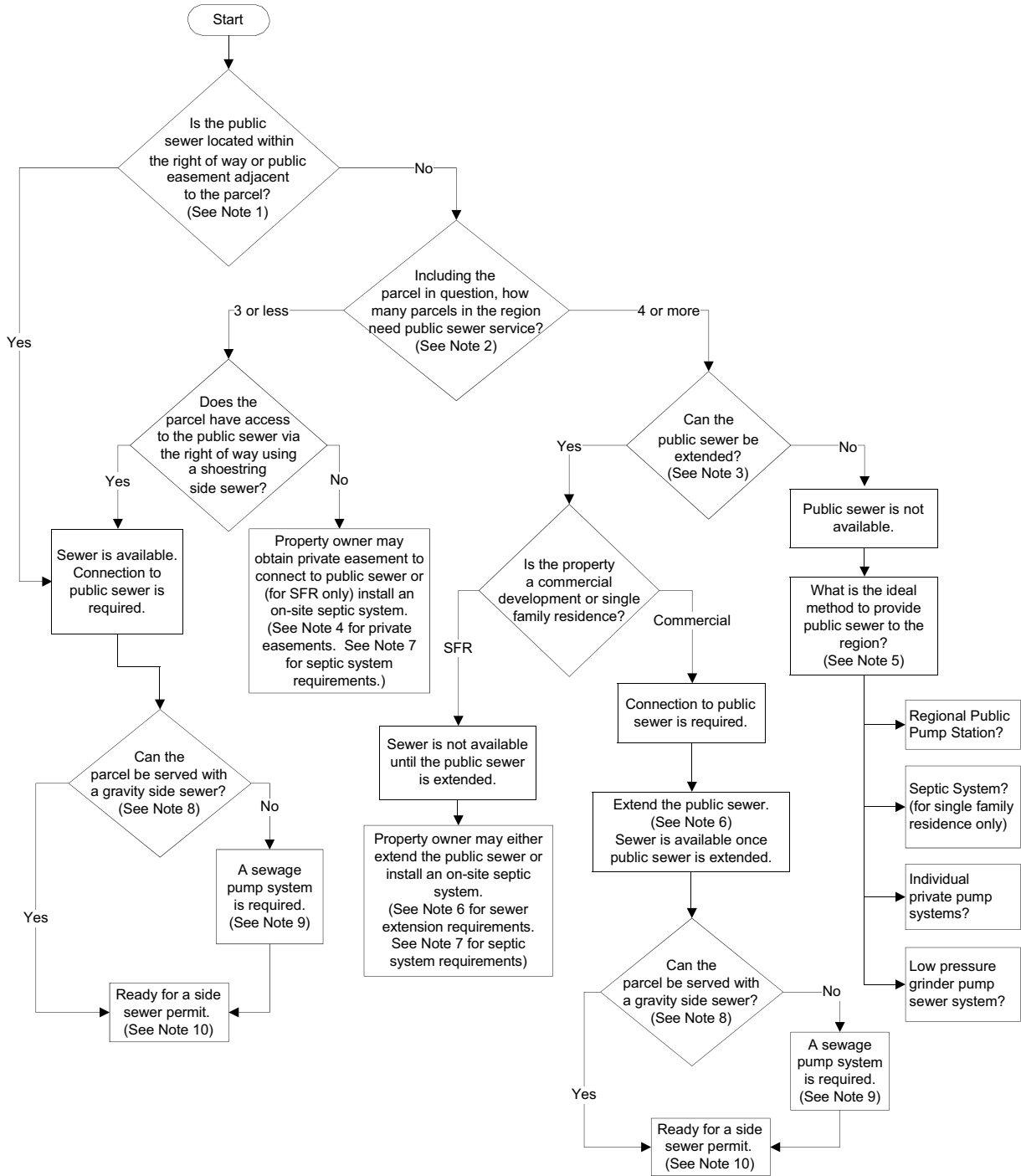


Figure 2-1: Sewer Availability for Single Parcels Inside City Limits

B. Flowchart Notes

Note #1 – Is the public sanitary sewer located within right-of-way or a public easement directly adjacent to the parcel in question?

Public sewer service is considered available to all parcels located within City of Tacoma limits that are directly adjacent to a public sanitary sewer located in a public right-of-way or public easement. Side sewer connection permits are issued through Planning and Development Services, upon review from Environmental Services. Environmental Services review and approval is required for private side sewer pump system. See Chapter 4 for private pump system requirements. For all other parcels not adjacent to a public sewer, even those where the sewer is within 200 feet of the parcel, Environmental Services will make a determination of whether sewer is considered available in accordance with this flowchart.

Note #2 – Including the property in question, how many parcels in the region need sewer service?

Parcels that are undeveloped or have on-site septic systems will be considered in need of sewer service. Parcels large enough to be subdivided, based on current zoning requirements, will be counted as the number of potential parcels the property may be divided into if platted. For example, one 20,000 square foot parcel could possibly be subdivided into four 5,000 square foot parcels. Therefore, this one large parcel would count as four potential parcels that will need sewer service upon development.

Some publicly owned parcels and parcels considered undevelopable will not be included in the amount of parcels considered in need of sewer service. Some examples of these parcels are schools, public parks, City-owned parcels with gulches or streams, railroad right-of-way, etc.

Note #3 – Can the public sanitary sewer be extended?

Environmental Services will determine whether it is possible for the public sanitary sewer to be extended to serve the area. Available resources such as record drawings, maps, existing contours, and City of Tacoma design criteria for required depth and grades will be used to determine if the sanitary sewer can be extended. Design criteria are found in Chapter 5 of the City of Tacoma Right-of-Way Design Manual.

Sewer extensions are typically required to be constructed a minimum of 10 feet past the nearest property line of the parcel to be served. If the City determines there is a benefit to having the sewer extended, an extension may be required even if it is only extendable part of the way to the subject parcel. Longer extensions may also be required across the full length of a parcel based on the need for future extension to serve upstream areas.

Note #4 – Side sewer connection through a private easement

If a parcel is surrounded by other private parcels and has no direct access to right-of-way, the property owner may enter into a private side sewer easement agreement to install a side sewer connection through a private property to the public sanitary sewer main. Property owners are encouraged to seek legal advice when entering into private side sewer agreements.

Note #5 – What is the ideal method to provide sewer to the region?

Since the public sewer cannot be extended to serve the site and there is a significant need for sewer service for the region, alternative solutions will need to be examined on a case-by-case basis. Some alternative solutions might be:

- Regional public pump station – Constructed via a Right-of-Way Construction Permit, local improvement district, or city capital improvement project
- On-site septic system – For single-family residences (SFR) only
- Individual private pump systems and force mains – Designed and constructed under the Right-of-Way Construction Permit process
- Low pressure grinder pump sewer system (individual private pumps with a public force main serving many parcels) – Designed and constructed under the Right-of-Way Construction Permit process

Note #6 – Extend the sewer

The property owner shall extend the public sanitary sewer main prior to connecting to the sewer. There are several programs available for extending the public sewer. These are the Right-of-Way Construction Permit Process, Local Improvement District (LID) Program, and Capital Improvement Project (CIP) Program. These programs are described in more detail in Section 2.4.

Note #7 – On-Site Septic System Requirements for SFRs only

When a public sanitary sewer main extension is required, a property owner may elect to either extend the public sewer using one of the methods listed in Note #6, or may choose to install an on-site septic system until the sewer main is extended in the future. On-site septic systems are regulated through the Tacoma-Pierce County Health Department and shall meet all health department requirements. Refer to Section 2.6 for On-Site Septic System Requirements.

On-site septic systems are not permitted for commercial developments, including apartment complexes.

On-site septic systems are not allowed for new development within Flood Hazard Areas and Coastal High Hazard Areas per TMC 2.12.040 C.3. Maps of the Flood Hazard Areas and Coastal High Hazard Areas can be found on the govME web site or by contacting Community and Economic Development Department at (253) 591-5364.

Note #8 – Can the parcel be served with a gravity side sewer?

It is the property owner's responsibility to determine if the minimum gravity side sewer slope requirement specified in Section 3.2B can be achieved. The property owner shall take into account site grades, finished floor elevations, depth of the sewer main, potential utility conflicts, etc.

Note #9 – A sewage pump system is required

The property owner is required to install a private sewage pump system. See Chapter 4 for information on design and construction requirements for private sewage pump systems.

Note #10 – Ready for a side sewer permit

Once it is determined the public sewer is available to a parcel, the property owner may proceed with paying any connection charges that may be due and obtain a side sewer permit in accordance with Section 1.2 to connect to the sewer.

2.3 SEWER AVAILABILITY FOR PARCELS OUTSIDE CITY LIMITS

A. General

All parcels not located within the City of Tacoma limits shall be reviewed by Environmental Services for determination of whether public sewer service can be provided by the City. Before the adoption of the Growth Management Act (GMA) in 1990, areas outside the City limits were provided with sewer service through Interlocal and Franchise Agreements with neighboring jurisdictions. In accordance with the GMA, and to encourage annexation of areas identified as being within the City's Urban Growth Area, the City will no longer enter into new Interlocal or Franchise Agreements to provide unincorporated areas outside the City with sewer service.

Existing Interlocal and Franchise Agreements are still in effect. Parcels within existing Interlocal or Franchise Agreement areas may receive service in accordance with those agreements. Each existing agreement has an expiration date, with optional renewals by mutual agreement with both parties. Renewals will be considered on a case-by-case basis when their expiration date is imminent.

For details about existing Interlocal and Franchise Agreements and to request sewer availability determinations for parcels located outside City of Tacoma limits, contact Environmental Services at (253) 591-5588.

The Sewer Availability Flowchart for Outside City Limits, Figure 2-2, and the corresponding flowchart notes in Section 2.3B will be used to determine if sewer service can be made available to a parcel located outside the City of Tacoma limits.

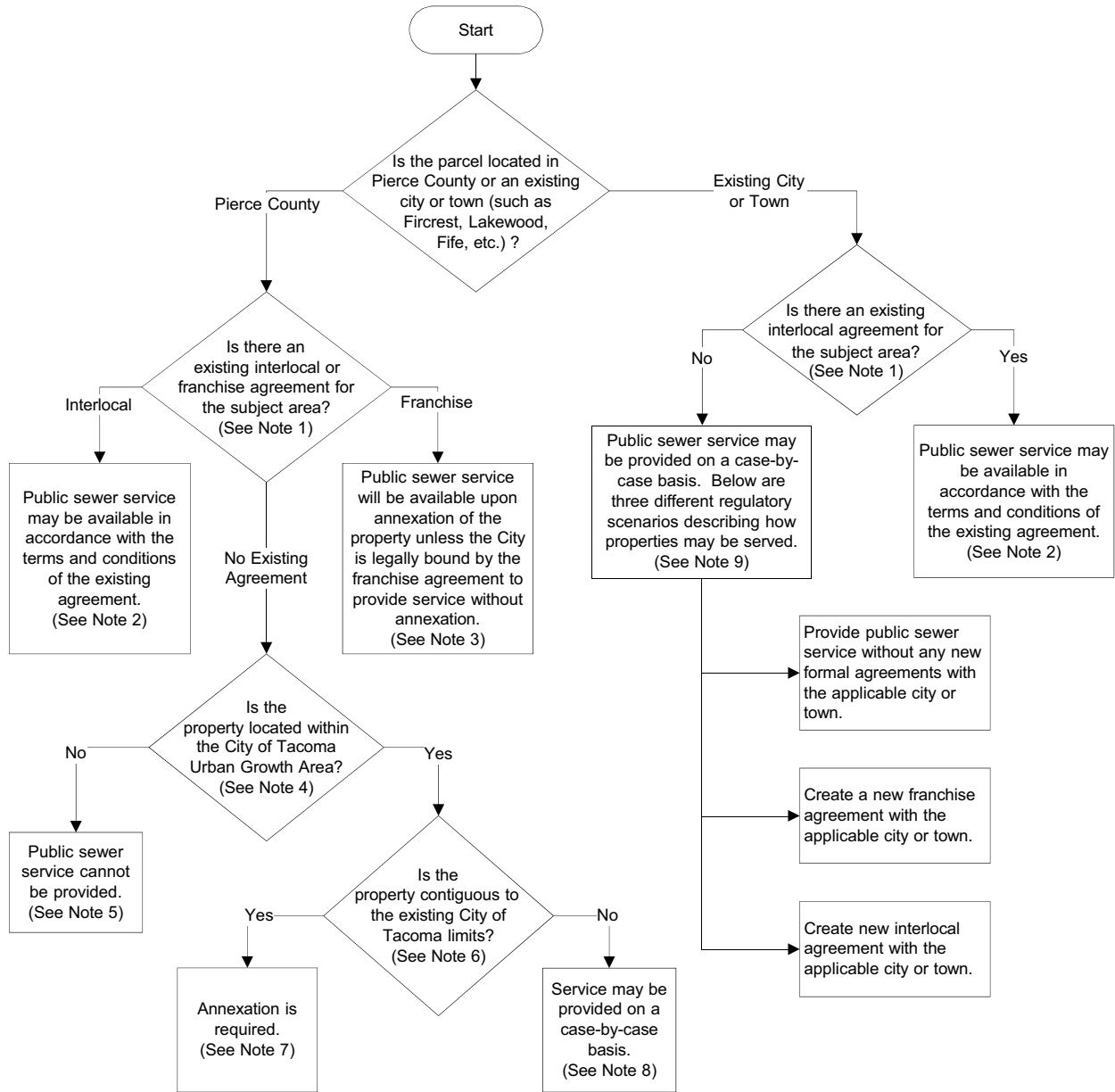


Figure 2-2: Sewer Availability Flowchart for Outside City Limits

B. Flowchart Notes

Note #1 – Is there an existing Interlocal Agreement or Franchise Agreement for the subject area?

Environmental Services will contact the Wastewater Billing Customer Service Section to determine if there is an existing agreement for the subject area.

Note #2 – Within Interlocal Agreement Area

Sewer service may be available in accordance with the terms and conditions of the existing agreement. All new sewer connections shall meet the City of Tacoma standards in effect at the time of connection.

Note #3 – Within Franchise Agreement Area

If the City is legally bound by the Franchise Agreement to provide sewer service, the parcel may be connected to the public sewer in accordance with the terms and conditions of the existing agreement. If the City is not legally bound to serve the parcel and the parcel is contiguous to the City of Tacoma limits, service will be available upon annexation of the parcel. Public sanitary sewers constructed under Franchise Agreements are owned and maintained by the City of Tacoma but are located outside of City limits within easements granted to the City of Tacoma.

Note #4 – Is the parcel located within the City of Tacoma Urban Growth Area?

Environmental Services will contact the Community and Economic Development Department to determine if the parcel is located within the Urban Growth Area.

Note #5 – Sewer service cannot be provided

In accordance with the Growth Management Act, the City cannot provide sanitary sewer service to parcels located outside the Urban Growth Area.

Note #6 – Is the parcel contiguous to the existing City of Tacoma limits?

Environmental Services will determine if the parcel shares a common boundary with the City of Tacoma.

Note #7 – Annexation is required

The parcel shall be annexed into the City of Tacoma in order to receive City of Tacoma sewer service. Upon annexation, sewer service will be available in accordance with Section 2.2.

Note #8 – Service may be provided on a case-by-case basis

Parcels may not be annexed into the City of Tacoma unless they are contiguous to the City of Tacoma limits. Service may be provided to large areas distant from the City limits within the Urban Growth Area and upon agreement with Pierce County. These areas will be evaluated on a case-by-case basis by Environmental Services. This is only applicable to large areas and is not intended for individual residences, small developments, or sparsely populated areas.

Note #9 – Service may be provided on a case-by-case basis

Service may be provided to nearby incorporated areas (such as Federal Way, University Place, Lakewood, etc.) on a case-by-case basis. In some cities, Pierce County has jurisdiction to receive and treat sewage generated from those cities. In these circumstances, approval from Pierce County is required before the City of Tacoma can provide sewer service to parcels within the other city. Environmental Services will determine whether sewer service can be provided. Some examples of how the City of Tacoma may provide sewer service to other incorporated areas are as follows:

- *Provide service without any new formal agreements with the other city or town:* Sewers would be constructed by the project proponent in privately owned streets within easements granted to the City of Tacoma by the neighborhood association. The City of Tacoma would accept ownership and maintenance responsibilities of the sewer system and the parcels served would be direct customers to the City of Tacoma. No Interlocal or Franchise Agreement would be required. This is the preferred option by the City of Tacoma.
- *Create a new Franchise Agreement with the applicable city or town:* Sewers would be constructed by the project proponent in the public streets of the applicable city or town. The City of Tacoma would accept ownership and maintenance responsibilities of the sewer system and the parcels served would be direct customers to the City of Tacoma. The City of Tacoma would enter into a Franchise Agreement with the applicable city or town to allow the sewers to be located within their rights-of-way.
- *Create a new Interlocal Agreement with the applicable city or town:* The City of Tacoma would enter into an Interlocal Agreement with the other city or town. Sewers would be constructed by the project proponent and/or the applicable city or town located within their right-of-way and would be owned and maintained by the other city or town. Their system would connect to the City of Tacoma sewer system. The parcels served would be sewer customers of that city or town unless negotiated otherwise. The other city or town would then pay service fees to the City of Tacoma in accordance with the new agreement to pay for transmission and sewage treatment costs.

2.4 EXTENDING THE PUBLIC SANITARY SEWER

If a property owner is required to extend the public sanitary sewer prior to being permitted to connect to the sewer, the following methods are available for extending the sewer.

A. Local Improvement District

Forming a Local Improvement District to construct a public sanitary sewer allows all the property owners who will benefit from the public sewer to work together to have the sewer constructed and share in the costs of the sewer construction. To form an LID, a property owner must circulate an advisory survey prepared by City staff amongst the area to obtain neighborhood support. An LID may, by City policy, be formed when the majority of the property owners involved are in favor of forming the LID.

Once an LID is formed, the City will design the new public sewer, solicit a contractor through the public bidding process, and administer the construction of the new sewer. Property owners

will be responsible for paying the City their proportionate share of the costs of the sewer design and construction. This is called an LID assessment. Property owners may pay their assessment as one lump sum payment or may finance the assessment through the City with a low-interest loan over a set period of time. The City also offers an LID Assistance Program intended to provide assistance to property owners on a low or fixed income. A sewer extension through this process may take up to two years from the time the advisory petition is returned to the City to the time sewer construction begins. For more information regarding the LID process, contact the Site Development Group at 253-591-5760.

B. Right-of-Way Construction Permit

This process allows a property owner to hire a Washington State licensed professional engineer to design the public sewer in accordance with all City of Tacoma design requirements, and to hire a contractor to construct the sewer. The property owner is required to obtain a Right-of-Way Construction Permit in accordance with Section 1.2C. This process may be used by a single property owner or by multiple property owners who will benefit from the use of this sewer who can then share in the costs of designing and constructing the sewer.

Public sanitary sewer extensions constructed through the Right-of-Way Construction Permit process will be required to pay the City for time and materials associated with design plan review and inspections in accordance with TMC 10.22. Engineering design and construction are performed by private consultants and contractors arranged by the applicant under private contracts. Prior to the issuance of a Right-of-Way Construction Permit, the permit applicant shall deliver to the City a performance bond whose sum is equal to the value of the work to be performed but, in any event, not less than \$15,000. For more information regarding the Right-of-Way Construction Permit process, contact the Site Development Group at (253) 591-5760.

To receive credit for extending the public wastewater sewer system, thereby not having the parcel subject to a charge-in-lieu-of assessment fee, the applicant will be required to complete and return an application provided by the LID office and provide a copy of the record drawing of the public wastewater sewer main constructed.

Prior to submitting for a work order, the applicant may want to investigate the potential for participating in the City's "Latecomer" agreement process per TMC 12.08.700.

C. Capital Improvement Program (CIP)

The City prefers that all new sewers are constructed through an LID or Right-of-Way Construction Permit. However, there may be circumstances where sewer extensions are necessary for existing developments due to public health concerns, but the neighborhood will not support an LID or property owners are not able to fund the cost of the sewer design and construction through a Right of Way Construction Permit.

In these circumstances, the City may be able to design and construct the public sanitary sewer as a capital improvement project by hired contractors or by city work crews. In this situation, the City will fund the design and construction of the new public sewer. Actual costs for designing and constructing the new public sewer will be recuperated from the benefiting property owners through a connection charge-in-lieu-of assessment fee at the time they connect to the public sewer. This charge must be paid in full prior to the issuance of a side sewer connection permit and is not eligible for the City's low-interest loan program.

The CIP is intended to serve previously developed areas which are currently using on-site septic systems. This program is not intended to provide new sewer service for undeveloped areas of the City. This method of constructing new sewers may take up to a year or more, depending on yearly budgeting and other project priorities. For more information regarding public sewer extensions through the City's Capital Improvement Program, contact Environmental Services at (253) 591-5588.

2.5 SEWER CAPACITY CALCULATIONS FOR LARGE DEVELOPMENTS

A new development or redevelopment will be classified as large if the proposed wastewater flow will be equal to or greater than 10 percent of the capacity of the public sanitary sewer system serving the development or if the wastewater flow generated from the development is equivalent to that generated by a 100 unit residential development. Environmental Services will determine the capacity of the public sewer system based upon the size, material, service area, slope of the pipe and proximity to existing pump stations and trunk lines. If a project is classified as large, the developer shall submit peak daily wastewater flow calculations prepared by a Washington State licensed professional engineer. Peak daily flows shall be calculated based on full site build-out in accordance with the Washington State Department of Ecology Criteria for Sewage Works Design (Orange Book). All associated calculations and references used in determining the estimated wastewater flow shall be submitted to Environmental Services for review and approval.

The City may also require that peak daily flow calculations are submitted for projects that ultimately discharge to a City-owned pump station to ensure the pump station has capacity for the proposed discharges.

Environmental Services will determine if the public sanitary sewer collection system, including pipes and pump stations, has enough capacity to accommodate the new peak flows in addition to upstream peak flows for fully developed conditions. If the public collection system does not have enough capacity to accommodate the proposed large development or redevelopment, the developer will be required to upsize the public collection system prior to sewer connection. Upsizing the public collection system shall be accomplished through the Right-of-Way Construction Permit process described in Section 2.4B.

2.6 ON-SITE SEPTIC SYSTEMS

On-site septic systems (septic systems) are reviewed, permitted, and inspected by the Tacoma-Pierce County Health Department (TPCHD). The TPCHD will not permit new septic systems or allow repairs to existing septic systems in City of Tacoma limits without written approval from the City. The City will provide approval per the requirements listed below. All new septic systems and repairs to existing septic systems must be able to comply with all current TPCHD design requirements.

Septic systems are not allowed for new construction with Flood Hazard Areas and Coastal High Hazard Areas per TMC 2.12.040 C.3.

For more information regarding septic system permits, contact the Tacoma-Pierce County Health Department at (253) 798-6470.

A. Commercial Developments and Multi-Family Housing

1. Existing On-Site Septic Systems

If an existing commercial development has a prior approved on-site septic system that fails or is in need of repair and public sewer service is available, a connection to the public sewer is required.

If the wastewater generated from the site includes anything other than domestic wastewater, a connection to the public sewer is required, regardless of whether public sewer is available to the site. This may require an extension of the public sewer.

If commercial developments on existing on-site septic systems are not available to public sewer and all waste generated is from domestic use, repairs to the on-site septic system may be permitted upon approval from the TPCHD.

2. New On-Site Septic Systems

All new commercial developments, including multi-family housing, shall be directly connected to the public sewer. On-site septic systems will not be permitted for new commercial developments.

B. Single-Family Residences and Duplexes

Property owners are encouraged to connect all single-family residences and duplexes to the public sanitary sewer system. This may require an extension of the public sanitary sewer main to serve the parcel.

1. Existing On-Site Septic Systems

If an existing single family residence or duplex has a prior approved on-site septic system that fails or is in need of repair that requires a permit from the TPCHD, a connection to the public sewer is required if public sewer is available. If sewer is not available, the property owner may consider extending the public sewer main to serve the site or may repair the septic system upon approval from TPCHD.

2. New On-Site Septic Systems

An on-site septic system may be constructed for a new single-family residence or duplex if all the following conditions are met:

- Sewer service is not available to the parcel per Section 2.2;
- There is no existing or proposed land use action requiring an extension of the public sanitary sewer;
- The parcel is not located within a Flood Hazard Area or Coastal High Hazard Area per TMC 2.12.040 C.3; and
- The TPCHD has granted approval for construction of the on-site septic system.

If the parcel is part of a plat, short plat, or any other land use action requiring an extension of the public sanitary sewer, the parcel may not be developed until the public sanitary sewer is constructed and available to the new parcels.

2.7 ON-SITE SEWAGE HOLDING TANKS

All permanent structures that have indoor plumbing facilities, including showers and sinks, and all food trucks or food stands that are located at one site for more than 24-hours shall be connected to the public sanitary sewer. On-site sewage holding tanks not connected to the public sanitary sewer are not permitted, unless otherwise permitted by the TPCHD.

Sewage holding tanks may be used for mobile espresso carts and food stands provided the carts and stands are stored within a building when not in use. The storage building shall be connected to the public sanitary sewer and have adequate facilities for discharging the holding tanks into the building's waste plumbing. Discharge of wastewater to any outside ground surfaces, including stormwater catch basins, is prohibited.

CHAPTER 3 SIDE SEWER CONSTRUCTION REQUIREMENTS

3.1 INTRODUCTION

All new, rehabilitated, and repaired side sewers shall conform to the requirements stated in this chapter. A City of Tacoma permit is required for all repairs, rehabilitation, or construction of new side sewers.

For construction requirements for public sanitary sewer pipes, refer to the most recent version of the City of Tacoma Right-of-Way Design Manual. This manual is available on-line at the City's website at: www.govme.org under *City Information*.

3.2 GENERAL CONSTRUCTION REQUIREMENTS

Per Tacoma Municipal Code Chapter 12.08.030, no stormwater, groundwater, subsurface drainage, yard drainage, roof drainage, or unpolluted water shall be connected to or discharged into the public sanitary sewer system.

A. Pipe Size

Side sewers shall be a minimum of 6 inches in diameter for commercial properties and 4 inches in diameter for residential properties or designed in accordance with the Uniform Plumbing Code Section 717.0 based on the number and type of plumbing fixtures within the building. The side sewer pipe size shall be equal to or greater than the size of the building drain. Downsizing of pipe materials in the direction of flow is not permitted.

Exception: Incremental decreases in internal diameter of pipe due to a change in pipe materials or Cured-In-Place Pipe lining are acceptable.

B. Pipe Slope

The minimum standard slope for a side sewer is 2%, with the following exceptions:

- When it is not possible to meet the 2% slope requirement due to the depth of the public sewer or other structural features, a minimum of a 1% slope may be permitted with approval from Environmental Services. When the 2% slope cannot be achieved, effort shall be made to achieve the greatest slope possible greater than 1%. Private sewage pump systems will be required when a 1% slope cannot be achieved. Additional information regarding pump systems is located in Chapter 4.
- For commercial sites that cannot meet the 2% slope requirement due to the depth of the public sewer or other structural features, a Washington State licensed professional engineer may prepare flow and velocity calculations to determine the minimum slope required to achieve a minimum scouring velocity of 2 feet per second. The calculations shall be performed in accordance with the Uniform Plumbing Code Section 708.0 or the Washington State Department of Ecology Criteria for Sewage Works Design (Orange Book) and shall be reviewed by the City.

Side sewers not meeting the minimum 2% slope requirement shall be bedded in accordance with City of Tacoma Standard Plan SU-16 per Section G. The maximum slope for side sewers is two feet vertical per one foot horizontal (200%). Vertical risers are not permitted.

C. Pipe Materials

Table 3.1 lists approved pipe materials for both gravity and pressure applications and specifies applicable standards for the material. Other pipe materials of equal or better standard ratings will be considered if proper material certification documents are submitted.

Table 3.1: Acceptable Pipe Materials

Gravity		Pressure	
Material	Standard	Material	Standard
PVC, SDR 35	ASTM D3034	PVC Schedule 40	ASTM D 1785 ASTM D 2466
ABS Composite	AASHTO M 264 ASTM D 2751	ABS Composite	AASHTO M 264 ASTM D 1527
Cured-In-Place Pipe (CIPP)	ASTM F 1216 ASTM F 1743 ANSI-NSF 14	HDPE, SDR 17	ASTM D 3350
PVC C900	AWWA C900	PVC C900	AWWA C900
HDPE, SDR 17	ASTM D 3350		
Vitrified Clay	ASTM C700, Extra Strength, WSDOT 9-05.8		

D. Pipe Cover

The minimum pipe cover shall be in accordance with the pipe manufacturer’s recommendations or not less than 18 inches for gravity and pressure side sewers, whichever is greater. Side sewers located in driving areas shall have a minimum cover of 3 feet. Pipe cover may be reduced to 18 inches if the pipe is designed to meet H20 traffic loading and engineering justification is submitted to the City. Ductile iron pipe and C-900 PVC pipe meet the H20 traffic loading requirements for cover depths between 18 inches and 3 feet.

Side sewers shall have a minimum of 5 feet of cover at the right-of-way line unless the depth of the public sewer main limits the depth of the side sewer. Side sewers may need to be constructed with a cover greater than 5 feet at the right-of-way line to allow for gravity sewer service depending on topography or to accommodate basements.

When side sewers are constructed at the same time as the public sewer which serves the side sewers, side sewer stub-outs shall be constructed 5 feet into the private property beyond the right-of-way limits, the easement, or the common utility trench, where applicable. During construction, the location of the stub shall be marked with a white 2x4 stake with the depth to the stub indicated on the stake. A locating wire shall be provided to extend from the stub to the stake at ground level. The locating wire shall not be attached to the stake.

E. Cleanouts

Cleanouts are required at the following locations:

- Approximately two feet from the building at the change from building drain to side sewer;
- Every 135 degrees of total bend including horizontal and vertical;
- Every 100 feet of pipe run;
- Every change of pipe size;
- At the transition from a pressure line to a gravity line;
- At the property line; and
- As needed for testing requirements per Section 3.2L.

All cleanouts shall be extended to grade unless an approved cover is provided over the cleanout. Cleanouts in the right-of-way shall be constructed in accordance with City of Tacoma Standard Plan SU-24 and shall have an approved casting installed above the cleanout for protection.

F. Manufactured Bends

Ninety degree bends are not permitted. Change in direction of more than 45 degrees shall be installed with multiple lesser bends. The side sewer shall be constructed using the least practical number of bends necessary to serve the building. Bends shall be manufactured fittings. A bend shall not be created by bending the straight pipe beyond the manufacturer's stated allowable deflection. It is recommended that adjacent fittings be spanned by a minimum two foot length of straight pipe.

G. Bedding

All side sewer pipes in the right-of-way shall be bedded in accordance with City of Tacoma Standard Plan SU-16.

Portions of side sewers constructed on private property shall be laid on a firm bed throughout the entire length, and any such piping to be laid in fill material shall be bedded in approved materials and adequately compacted to support the pipe. All side sewers on private property that are constructed at less than 2% slope shall be bedded in accordance with City of Tacoma Standard Plan SU-16.

H. Minimum Horizontal and Vertical Separation

All side sewers shall be constructed with the minimum separation between the side sewer and the structures/objects as listed in Table 3.2.

A minimum of 18 inches vertical separation should be maintained between all gravity sanitary sewers and potable water lines and storm sewer main lines (see Figure 3-1). Casings or pressure-rated pipe materials may be required when side sewers cross over water mains.

Table 3.2 Minimum Horizontal Separation

Buildings or Structures ¹	2 feet
Property Lines Adjacent to Other Private Property	2 feet
Water Supply Wells	50 feet
Streams ³	50 feet
On-site Domestic Water Service Line ²	10 feet
Public Water Main ²	10 feet
Public Storm Main and Catch Basin Leads	5 feet

- 1 If the side sewer is within 2 feet of or underneath a building or structure, it is considered a building drain and must meet the UPC code requirements as such.
- 2 A minimum of 10 feet horizontal separation and 18 inches vertical separation should be maintained between all gravity sanitary sewers and potable water lines (see Figure 3-1). Gravity sanitary sewer lines not meeting the minimum separation requirements and all pressurized sanitary sewer lines shall be designed in accordance with the Department of Ecology's Criteria for Sewage Works Design, Section C1-9. The distance between utilities shall be measured from edge of pipe to edge of pipe. Any variances to this require the approval of Tacoma Water and Environmental Services.
- 3 Additional requirements may apply in critical areas. Refer to Tacoma Municipal Code 13.11.

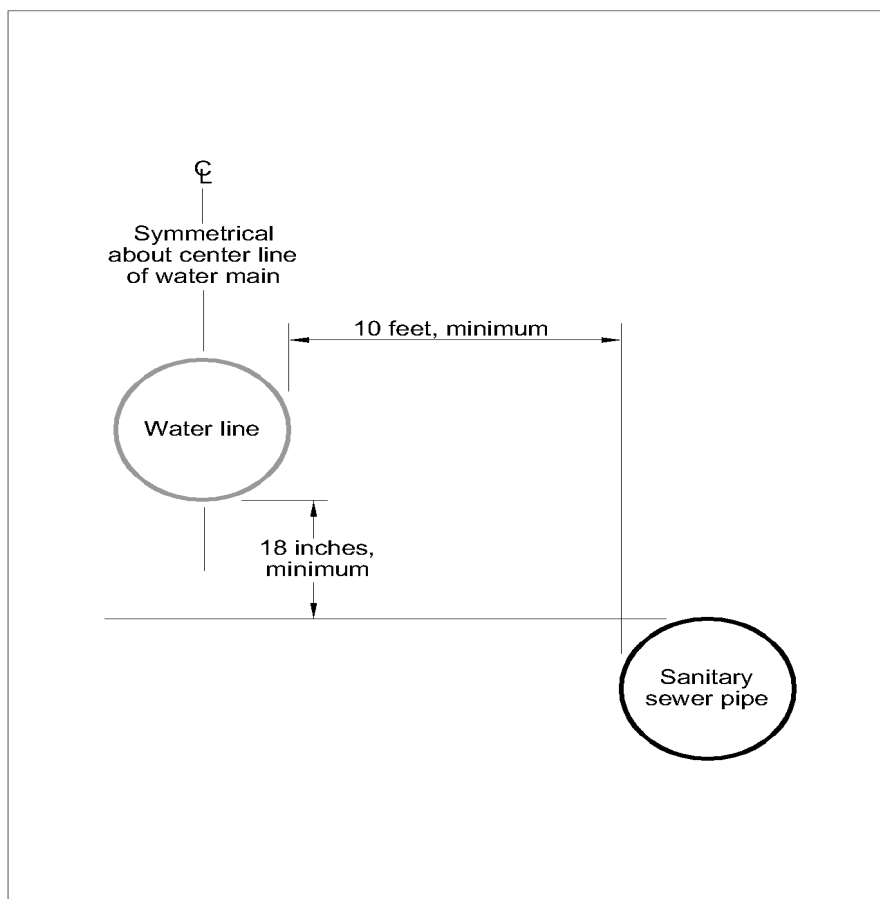


Figure 3-1: Minimum Separation

discharge through it. At no time shall the total flow through any flow restrictor(s) going to an HGI be greater than the rated flow of the interceptor. Also, the total capacity of the fixtures discharging into an HGI, in gallons, shall not exceed 2½ times the certified gallons-per-minute flow rate of the interceptor.

Gravity Grease Interceptors (GGIs) are generally installed in the ground outside the facility, upstream from the “black” water (sanitary waste) drain line, and are at least 500 gallons in capacity. See Figure 5-2 for a sample diagram of a gravity grease interceptor.

Both HGIs and GGIs must be trapped and vented in accordance with the Uniform Plumbing Code (UPC) 1013.0 which the City of Tacoma adopted in TMC 2.06. Alternatively, engineered HGI and GGI systems will be considered as provided in Section 301.2 of the UPC.

C. Interceptor Selection

For facilities that have more than 40 seats or serve more than 40 meals per peak hour, a GGI sized for the number of drainage fixture units (DFUs) flowing to it is required. Dishwashers and food preparation sinks at these facilities are required to discharge to the interceptor. Food waste disposal units (garbage grinders) may discharge to a GGI; however, this will require an increase to one size larger than would otherwise be required by Table 5.5.

For facilities that have 40 seats or less and serve 40 or fewer meals per peak hour, a GGI sized for the number of DFUs flowing to it is preferred, although an HGI sized for the number of DFUs flowing to it is allowed. A dishwasher, if approved by the Director, may discharge to an HGI. A food waste disposal unit may not discharge to an HGI.

For facilities that have more than 40 seats or serve more than 40 meals per peak hour, but do not have the space or have other physical constraints that prohibit the installation of a GGI, an exception can be requested. Exceptions may be requested in accordance with Section 5.4.

A food waste disposal unit that has no potential of receiving FOG bearing wastes, such as produce preparation areas in grocery stores, may be installed to discharge directly to the building’s sewer system. These disposal units must still meet the requirements of Tacoma Municipal Code Chapter 12.08.060.

Grease protection for industrial food manufacturing facilities shall be based upon the DFU count of fixtures installed, flow rates from the manufacturing equipment, drainage pipe size, or shall be an engineered system.

Refer to the Pre-treatment Device Decision Tree (Figure 5-1) for assistance in selecting grease interceptors.

The number of meals per peak hour is determined by multiplying the number of seats by 60, and dividing by the estimated time in minutes it takes for a patron to eat. Cash register receipts may also be used to establish this number. The number of peak meals may be estimated as being equal to 100 percent of the seating capacity of the dining area and 20 percent of the seating capacity in the lounge. For facilities with drive-through service, the estimated drive-through service rate at the peak hour should be included. For rest homes, camp kitchens, and other similar facilities, the peak meals are equal to the occupant load.

Pre-treatment Device Decision Tree Fats, Oils, and Grease (FOG)

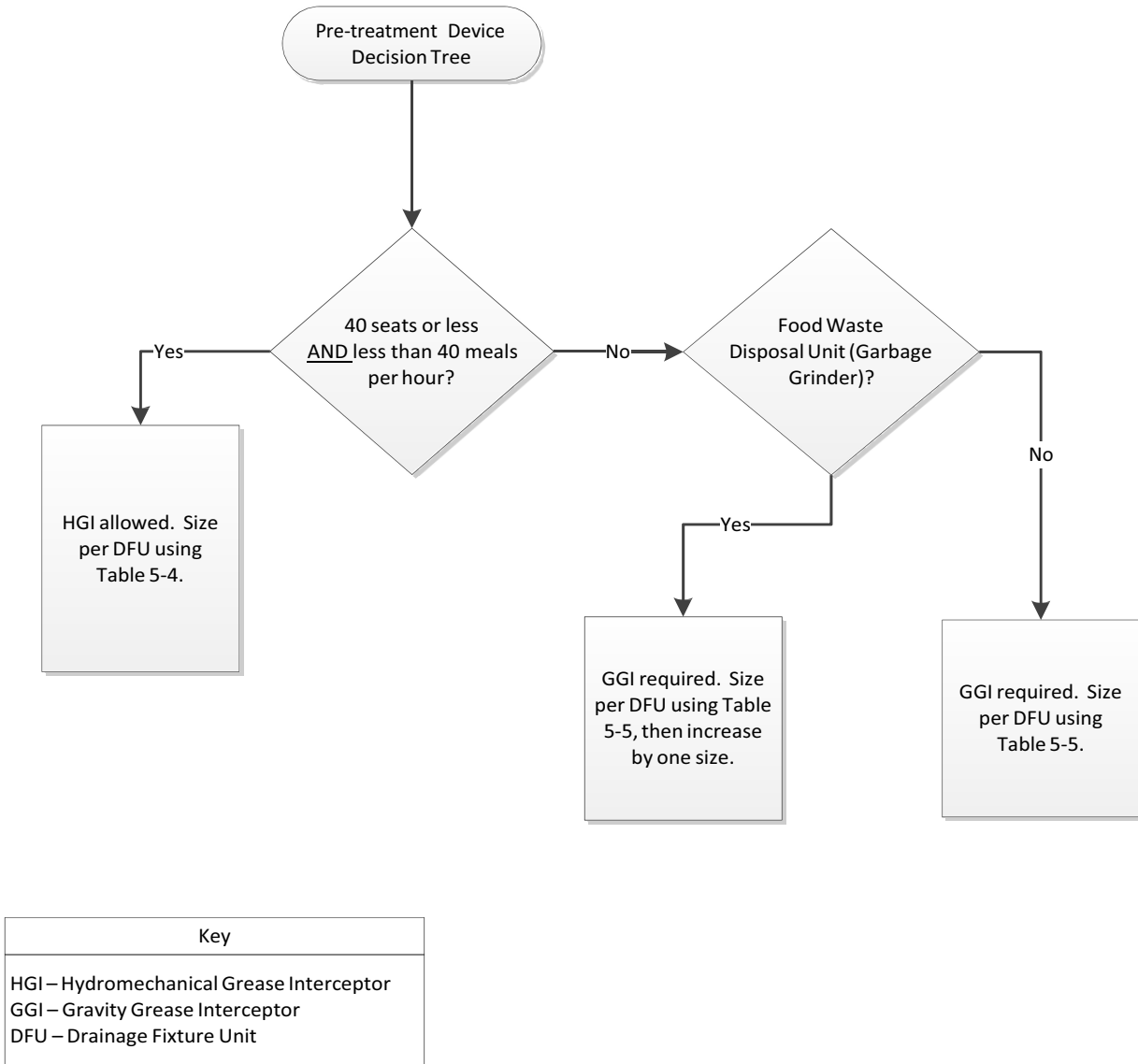


Figure 5-1: Pre-treatment Device Decision Tree

D. Grease Interceptor Sizing

A Drainage Fixture Unit (DFU) is a unit of measure for the load-producing effects on a plumbing system from different kinds of plumbing fixtures. The number of DFUs assigned to a particular fixture is based upon Chapter 7 of the UPC. A list of examples for sizing interceptors is included below.

First, evaluate which fixtures in the facility have the potential to discharge FOG-bearing waste. Typically, these fixtures will include three-compartment sinks, dishwasher pre-rinse sinks, floor drains in cooking and food preparation areas, mop sinks, trench drains for soup kettles and braziers, and sinks that serve wok stations and similar fixtures and appliances. Fixtures that have the potential to discharge FOG-bearing waste must be fitted to a grease interceptor device(s).

Once the FOG bearing fixtures have been identified, determine how many DFUs each fixture should be assigned. Please refer to Tables 5.1 and 5.2 to determine the DFUs for the most common kitchen fixtures. If the DFUs cannot be determined because a kitchen plan is not available, the size of an interceptor shall be determined based upon the maximum DFUs allowed for the pipe size connected to the inlet of the interceptor. See Table 5.3 to use this method.

Sizing Examples:

A service station deli that cooks teriyaki style meals: The deli serves up to 10 meals per peak hour; all of it “take-out.” The deli has a 3-compartment sink, a 2-compartment vegetable and meat prep sink, a mop sink, a wok sink, and a handwash sink. FOG bearing fixtures include the 3-compartment sink (9 DFUs), the wok sink (3 DFUs), the 2-compartment food prep sink (6 DFUs) and the mop sink (3 DFUs). Because the deli has less than 40 seats and serves less than 40 meals per peak hour, an HGI can be installed. In this example, the deli has 21 (9+3+6+3) FOG bearing DFUs. Table 5.4 requires installation of a 75 gallon per minute (gpm) HGI to protect all of the deli’s fixtures.

A neighborhood café has 40 seats, is expected to serve 40 meals per hour or less, and will serve a wide variety of foods on plates: The café has a 3-compartment sink, a 2-compartment food prep sink, a mop sink, a handwash sink, a pre-rinse sink, and a dishwasher. Because the café has 40 seats and serves less than 40 meals per hour, an HGI can be installed. The dishwasher may bypass the HGI, but the dishwasher pre-rinse sink must be connected to grease protection. This facility has 21 (9+3+3+6) FOG bearing DFUs, which would require installation of a 75 gpm HGI to protect all of its fixtures.

A fast food restaurant has 40 seats but serves up to 120 meals per peak hour: The restaurant has a 3-compartment sink, a 2-compartment food prep sink, a mop sink, 3 handwash sinks, 2 floor drains, and a dishwasher for cleaning the serving trays. The dishwasher discharges to a floor sink with a 2 inch drain. Because the restaurant serves over 40 meals per peak hour a GGI must be installed, and all of the fixtures in the kitchen must drain to the interceptor. The fixtures include the 3-compartment sink (9 DFUs), the 2-compartment prep sink (6 DFUs), the mop sink (3 DFUs), 3 handwash sinks (3 DFUs), 2 floor drains (4 DFUs), and the dishwasher floor sink (2” drain line for 4 DFUs). Therefore, this facility has 29 (9+6+3+3+4+4) DFUs. Table 5.5 indicates a 1,000 gallon GGI unit would be required.

Table 5.1

Type of Fixture	# of DFUs	Comments
3-compartment sink	9	
2-compartment sink	Use floor sink criteria based upon drain size or number of sinks, whichever is larger	Each compartment is 3 DFUs.
Floor sinks	DFUs based upon sink drain size*	See Table 2 below or Section 702.1 in the UPC. *Floor sinks that receive only ice machine and cooler condensate are not counted.
Mop sink	3	If cooking meat, then new mop sinks must be connected to grease protection.
Wok sink	3	
Floor drains	2	
Trench drains	2 DFUs per lineal foot of drain	
Soup Kettle	2 DFUs per lineal foot of trench drain	
Braziers	2 DFUs per lineal foot of trench drain	
Steam tables	Use floor sink or trench drain criteria, whichever is appropriate.	
Dishwasher pre-rinse sink	3	
Dishwashers	Use floor sink criteria	
Food waste disposers, including pulpers	Use next larger size of GGI than would otherwise be required	FOG bearing food waste disposers can only discharge to properly sized GGIs

For fixtures not listed above please refer to Table 7-3 and section 702.1 of the 2009 UPC. A copy of section 702.1 is listed in Table 5.2 below.

Table 5.2

Fixture Unit Equivalents from section 702.1 of the UPC	
Drain Size in Inches	DFUs
1-1/4	1
1-1/2	3
2	4
3	6
4	8

Table 5.3

Pipe Size, GPM, Maximum DFU Count		
Pipe Size	Max. Full Pipe Flow (gpm)	Max. DFU Count
2	20	8
2-1/2	38.2	14
3	60	35
4	125	216
5	230	428
6	375	720

Table 5.4

Hydromechanical Grease Interceptor (HGI) Sizing Chart	
DFUs⁽¹⁾	HGI Flow (gpm)
8	20
10	25
13	35
20	50
35	75
172	100
216	150
342	200
428	250
576	350
720	500

Table 5.5

Gravity Grease Interceptor (GGI) Sizing Chart	
DFUs⁽¹⁾	GGI Volume
8	500 gallons
21	750 gallons
35	1,000 gallons
90	1,250 gallons
172	1,500 gallons
216	2,000 gallons
307	2,500 gallons
342	3,000 gallons
428	4,000 gallons
576	5,000 gallons
720	7,500 gallons
2112	10,000 gallons
2640	15,000 gallons

(1) The maximum allowable number of DFUs that can be connected to the grease interceptor. The information in the above tables is from section 702.0 and tables 7-5, 10-2 and 10-3 of the Uniform Plumbing Code.

E. Exception Process for Grease Interceptors

Exceptions to this chapter may be requested in writing to the Environmental Services Department to allow a waiver or modification of a requirement prior to approval and construction. Exception requests shall be sent to:

City of Tacoma Environmental Services
2201 Portland Avenue
Tacoma, WA 98421

The applicant shall be required to submit a report by a Washington State licensed professional engineer or architect experienced in the design of private and/or public sewage disposal systems with the request for an exception.

The exception request must include:

- A description of the non-conforming circumstances;
- Proposed assessment of risk(s) associated with the non-conforming circumstances;
- Proposed plan for managing the risk(s) associated with the non-conforming circumstances; and
- Endorsement of the request by the Authorized Representative of the User. The Director of the Environmental Services Department may grant an exception following a documented finding that:

The exception is likely to be equally protective to the environment, and both the public and private infrastructure as the requirement from which an exception is sought.

OR

There are site-specific physical circumstances or conditions that provide a substantial reason to approve the exception request. An example would be where the requirement is not technically feasible to implement.

The decision to grant an exception to the Policies is at the sole discretion of the Director of the Environmental Services Department. The Director shall only approve an exception to the extent it is necessary.

The approval of an exception shall not be construed to be an approval of any violation of any of the other provisions of the Tacoma Municipal Code.

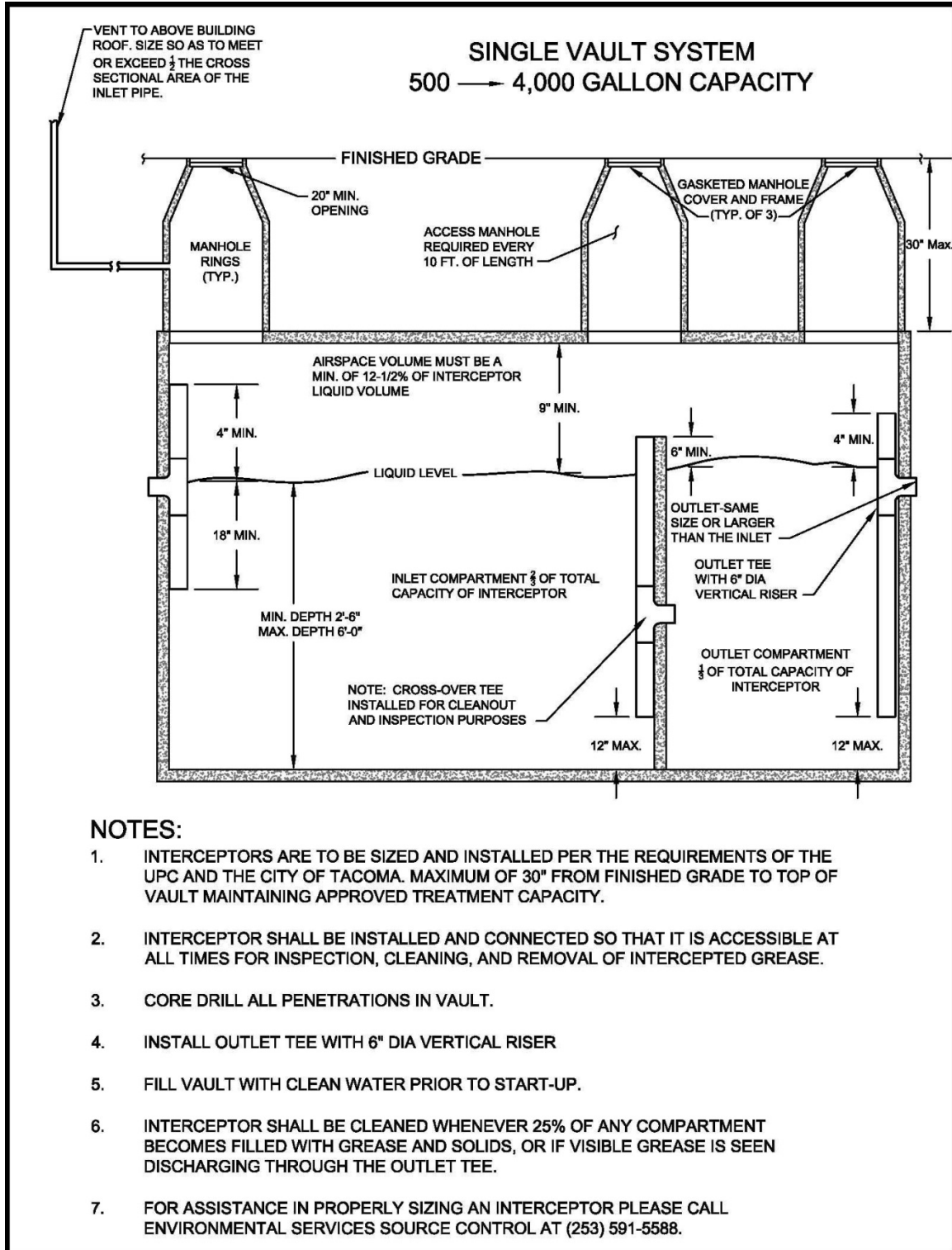


Figure 5-2: Single Vault Gravity Grease Interceptor

5.3 OIL WATER SEPARATORS

A. Introduction

Oil water separators are installed to remove oils from discharges that enter the municipal wastewater sewer system. The following section provides guidance for when oil water separators are required for discharges to the public sanitary sewer.

B. Applicability

This policy applies to discharges to the City of Tacoma wastewater sewer system. Guidance on oil water separators that discharge to the City of Tacoma stormwater system can be found in the City of Tacoma Stormwater Management Manual (SWMM). Additional guidance on source control measures to reduce the potential for oil contamination of stormwater can be found in Volume 4 of the Stormwater Management Manual.

This policy shall apply to:

- All new construction in which the parcel owner is proposing or required to be connected to the City of Tacoma's wastewater sewer system;
- All parcels that undergo substantial renovation or construction that requires a Side Sewer Connection Permit. Substantial renovation or construction includes remodeling, alteration or reconstruction of and/or addition to, an existing building within a two-year period, the cost of which exceeds 50% of the value of the building as calculated using the latest Building Valuation Date published by the International Code Council (TMC 2.02.770).
- Replacing fuel island canopies or relocating or adding one or more fuel dispensers.
- Any parcel that undergoes an operational change that would require additional oil protection.

C. General Requirements

An oil water separator is typically required for wastewater discharges to the wastewater sewer system from the following activities:

- Industrial manufacturing;
- Fueling stations;
- Vehicle washing facilities;
- Equipment washing facilities;
- Vehicle and equipment repair and maintenance facilities;
- Covered parking facilities;
- As required by Environmental Services

Note: Specific requirements for fueling stations and covered parking areas can be found in Section 5.3H and 5.3I.

Discharges from the above activities shall not be directed to the City of Tacoma's storm drainage system.

Areas that require oil treatment shall be paved with concrete. For purposes of this guidance document, these areas are referred to as the pad. The pad must be of sufficient size to encompass the proposed activity. If hose bibs are needed for the activity, the pad must be of sufficient size to encompass the hose length.

Areas that require oil treatment shall be graded and sized to minimize the area which drains to the wastewater sewer.

Areas outside the pad shall be sloped to prevent stormwater run-on. The pad shall be sloped to direct all water needing treatment to the oil water separator.

A 6-inch sampling and inspection tee must be installed on the discharge piping of the separator. Existing oil water separators shall be required to be retrofitted regardless of the age of the separator.

Pretreatment devices to remove solids may be required before discharge to the oil water separator.

Contact City of Tacoma Source Control at (253) 591-5588 for any questions.

D. Sizing Criteria

Design of oil water separators shall be based upon the guidance in this section and varies based upon if the area requiring oil treatment is covered or uncovered. A Professional Engineer licensed in the state of Washington shall complete all engineering calculations as outlined in Chapter 12.08.130(C) of the Tacoma Municipal Code. If the oil water separator is sized using Tables 5.6 and 5.7, a Professional Engineer is not required. For areas larger than those provided in Table 5.6, a Professional Engineer shall design the facility.

Table 5.6 provides typical flowrates that can be used when determining the appropriate oil water separator to be used at the project site.

1. Covered Oil Water Separator Sizing Criteria

Oil water separators that serve covered areas shall be designed to properly treat the flow and volume of wastewater produced from the process. The applicant shall submit sufficient information to determine the volume of wastewater produced. This may include:

- Number of hose bibs;
- Frequency of washing (if covered area is used for washing);
- Volume of wastewater produced during activity; and/or
- Spill Volume.

See Sections 5.3H and 5.3I for specific sizing information for covered parking areas and fuel islands.

2. Uncovered Oil Water Separator Sizing Criteria

Uncovered facilities shall be designed to properly treat the flow and volume of wastewater produced from the process plus the additional stormwater runoff. The volume and flowrate for stormwater contributions shall be based upon the 25 year, 24 hour storm event, and shall be determined using a single event model. The 25 year, 24 hour storm precipitation in the City of Tacoma shall be as noted in Appendix A of Volume 3 of the SWMM, 3.50 inches. Alternatively, the guidance in Volume 5 of the SWMM may be used to determine the size of facility needed for the stormwater contribution. This size shall be added to the flow and volume of wastewater produced from the process, hose bibs, wash water and spill volume to determine the size of the overall facility. See Table 5.6 for 25-year, 24 hour flowrates based upon impervious surface.

Table 5.6

Item	Flowrate (gallons per minute)
100 Square Feet of Impervious Surface	1
500 Square Feet of Impervious Surface	5
1000 Square Feet of Impervious Surface	10
1500 Square Feet of Impervious Surface	15
2000 Square Feet of Impervious Surface	20
2500 Square Feet of Impervious Surface	25
3000 Square Feet of Impervious Surface	25
3500 Square Feet of Impervious Surface	30
4000 Square Feet of Impervious Surface	35
4500 Square Feet of Impervious Surface	40
Typical ¾" Garden Hose	10

3. Sizing Table

The following table provides the appropriately sized API oil water separator based upon flowrate. For coalescing plate (CP) separators refer to manufacturer's recommendations in order to achieve the required discharge requirements of TMC 12.08 or size the CP separator per the SWMM, Volume 5.

**Table
5.7**

Calculated Flow, gpm	Separator Size Requirement (gallon capacity)
18	530
30	900
72	2160
108	3230
126	3770
182	5450
215	6460

E. Installation Guidelines

Prior to the installation of any oil water separator that discharges to the City of Tacoma's wastewater sewer system or the modification of any current oil water separator that discharges to the municipal wastewater sewer system, plans must be approved by the City of Tacoma. To determine permitting requirements contact Building and Land Use Services at (253) 591-5030.

The submittal must include the following items:

1. The name, address and type of business where the separator will be installed;
2. The design calculations for the separator sizing;
3. Detailed drawings of the oil water separator. These drawings shall include such items as pad sizing, plumbing details, catch basins and separator location, grading and elevations;
4. All technical data concerning the specific type of separator to be used;
5. A signed, detailed statement describing the process or type of activity that the separator will be used for; and
6. Other information as deemed necessary by Environmental Services Science and Engineering.

Oil water separators shall be installed in an accessible location for maintenance and for inspection by the City of Tacoma Source Control personnel. Access covers shall be readily removable and in good working condition. The individual businesses shall be responsible to maintain and provide on-site any equipment necessary to access the separator for maintenance and inspection. Oil water separators should be installed outside of traffic lanes whenever possible to accommodate maintenance and inspection.

F. Maintenance Requirements

An Operation and Maintenance (O&M) Manual shall be provided. Oil water separators shall be maintained in accordance with the manufacturer's recommendations and industry standards for a particular application. Maintenance requirements may vary depending on the type of separator being used and the process for which it is used. At a minimum, the following maintenance practices shall be performed on all oil water separators that discharge to the City of Tacoma's wastewater sewer system:

- All separators shall be inspected by the operator/parcel owner on a monthly basis at minimum. The inspection shall include checking sludge and oil accumulations in the separator as well as for any abnormal conditions. The business shall maintain a log sheet indicating the date and findings of the monthly inspection.
- The operator/parcel owner shall be required to clean the separator on a regular basis as needed and maintain documentation of the cleaning and waste disposal for the separator. The separator shall be cleaned if any of the following conditions are present.
 - Sludge accumulations in excess of 20% of the vertical hydraulic capacity in any compartment of the separator.

- Oil accumulations in excess of two inches in any compartment of the separator. This requirement may not apply to large industrial type oil water separators such as refineries and fuel depots.
- The coalescing media is plugged with sludge and/or oils.
- Sheen is visible on the discharge of the separator.
- The effluent of the separator is sampled and analyzed to be in excess of limits set forth in Tacoma Municipal Code 12.08.040.
- The business shall repair, replace or install any necessary or missing components such as access covers, piping, pumps, valves, baffles, weirs and coalescing media.
- Access to the separator shall be maintained at all times. Covers shall be in operational order and no obstacles shall be stored on or around the separator. The operator/parcel owner shall be responsible to have and maintain all necessary equipment on site for accessing a separator for maintenance and inspection.

The Operation and Maintenance manual shall include the name and contact information for the party responsible for maintaining the oil water separator. The O&M manual shall be kept on-site and made available to City of Tacoma staff.

A parcel requiring an oil water separator may be leased to a tenant. However, the ultimate responsibility for complying with the requirements of this policy shall remain with the parcel owner.

G. Operation

All oil water separators that discharge to the City of Tacoma's wastewater sewer system are to be operated within the intended and designed usage of the individual separator. Separators are not to be used as waste oil storage. Separators are not intended to remove chemical solvents or other cleaners. At no time shall any hazardous waste be allowed to discharge to the separator. Businesses should implement Best Management Practices such as dry floor cleaning or mechanical floor cleaning to ensure that separator does not accept materials not intended for the separator. The operator/parcel owner shall follow manufacturer recommended operation practices.

H. Additional Requirements for Fuel Islands

The following requirements apply to fuel islands in addition to those requirements in 5.3A to 5.3G.

- Uncovered fuel islands shall be sized in accordance with Section 1.4.2 above.
- Covered fuel islands may provide a blind sump for spill containment or they may drain into the wastewater sewer through an oil water separator.
- For covered fuel islands, the blind sump shall be sized for: 15-minute retention at the greater flowrate of the highest fuel dispenser nozzle or the 6-month storm over the containment pad, whichever is greater, with a minimum of 50 gallons.
- Oil water separators for covered fuel islands with incidental run-on and no more than 4 hose bibs shall be rated at a minimum of 18 gallons per minute and have a

minimum 530 gallon capacity when proposing API separators. For coalescing plate separators refer to manufacturer's recommendations in order to achieve the required discharge requirements of TMC 12.08 or size the CP separator per the SWMM, Volume 5.

- The fuel island pad must encompass the reach of the longest fueling hose.
- The fuel island roof or canopy shall, at a minimum, cover the spill pad (within the grade break or fill dispensing area) and preferably extend several additional feet to reduce the introduction of windblown rain. All roof drains shall be conveyed away from the fueling area.
- The fuel island pad shall be designed to meet any applicable International Fire Code requirements.
- Employees shall be trained on the proper use of fuel dispensers.
- Post signs in accordance with the International Fire Code (IFC).
- Post "No Topping Off" signs.
- Ensure that the automatic shutoff on the fuel nozzle is functioning properly.
- Separators shall have an emergency shut-off valve installed on the discharge line. Valve key shall be provided and be prominently displayed near the shut-off valve.
- An Accidental Spill Prevention Plan developed by the parcel owner and approved by Environmental Services Science and Engineering shall be available for inspection. SWMM, Volume 4, BMP A714 Spills of Oil and Hazardous Materials provides guidance for the elements of a spill plan. Have designated trained person(s) available either on-site or on call at all times to promptly and properly implement the plan and immediately cleanup all spills.
- A person shall be present at the pump during fueling.
- Suitable containers for waste materials such as oil filters, oil cans, and garbage shall be provided.

I. Additional Requirements for Covered Parking

Covered parking areas with drains or hose bibs shall discharge to the wastewater sewer system through an oil water separator. The oil water separator shall be minimum 18 gpm rated and have 530 gallon capacity when proposing an API separator. For coalescing plate separators refer to manufacturer's recommendations in order to achieve the required discharge requirements of TMC 12.08 or size the CP separator per the SWMM, Volume 5.

For areas without hose bibs or drains, incidental runoff may drain to a blind sump sized to handle accidental spills.

CHAPTER 6 SIDE SEWER MAINTENANCE RESPONSIBILITY AND PRIVATE SIDE SEWER EASEMENT AGREEMENTS

6.1 INTRODUCTION

This chapter discusses the responsibilities between the City of Tacoma and property owners for maintenance of the sewer collection system within the City of Tacoma. This chapter also discusses the private side sewer easement agreements for instances where side sewers cross more than one parcel.

6.2 MAINTENANCE RESPONSIBILITY OF THE CITY AND THE PROPERTY OWNER

The transmission of wastewater from buildings to the City's treatment facilities is accomplished through a collection system. Collection systems typically consist of private side sewers and public sanitary sewer mains. Private side sewers are the segments of pipe that connect a building to the riser, wye, or tee at the City's public sanitary sewer main.

Property owners are responsible for constructing and maintaining the side sewer, investigating service problems, and replacing the private side sewer, if necessary (see Figure 6-1). Connections to public sanitary sewer made with the use of break-in taps or mechanical connectors are the responsibility of the property owner. All construction work performed in the public rights-of-way shall be performed by a licensed and bonded contractor holding a City of Tacoma business license.

The City of Tacoma is responsible for operating and maintaining the public sanitary sewer mains, risers, wyes, and tees. The City also permits and inspects work on the area of private responsibility.

Figure 5-1 shows the area of City responsibility for the sewer collection system. Connections other than the typical drawings shown below will be evaluated by the City for jurisdictional responsibilities on a case-by-case basis. See Figure 6-2 for a flow chart of the process described here.

In the event that a property experiences a service problem, the property owner or designated representative must perform a due diligence investigation to determine if the cause of the problem lies with the private ownership or with the public ownership. Methods that may be used to determine the likely source of the problem include, but are not limited to, the following:

- Investigate within the building being served to see if the problem affects all fixtures or just a subset;
- Perform an investigation of the side sewer through a cleanout with a device such as a sewer roter, jetter or a camera to determine if the source of the problem is within the private ownership; or
- Determine if adjoining property owners are having problems.

An informational sheet is provided in Appendix C to aid property owners in troubleshooting and fixing problems in private side sewers.

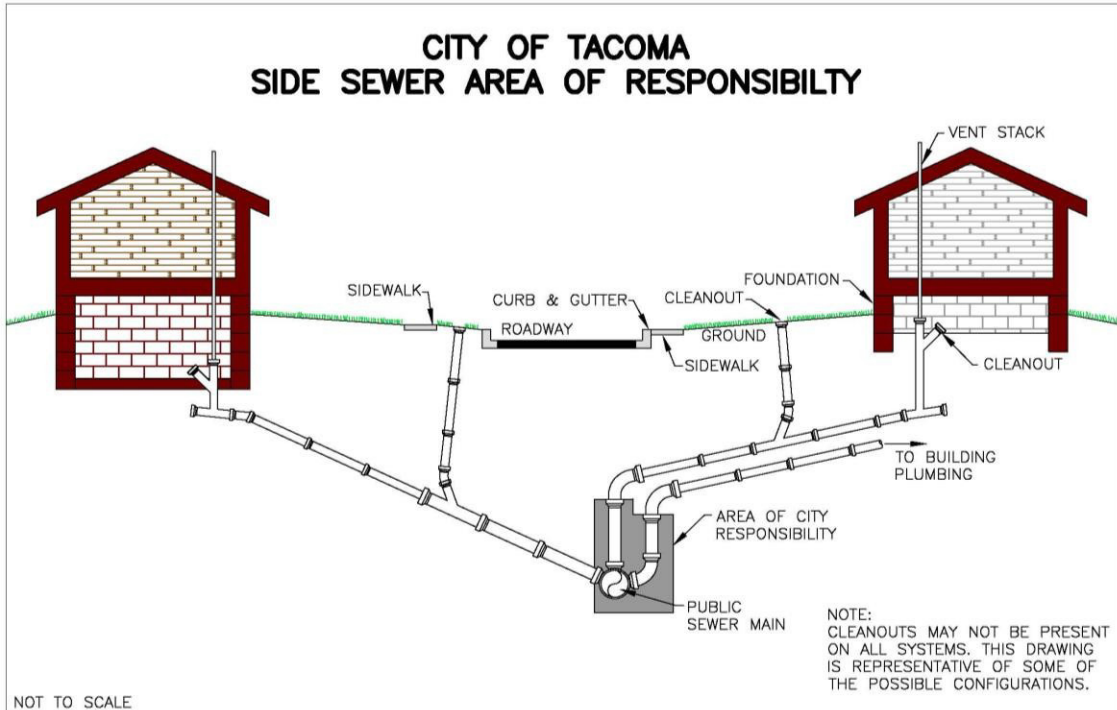
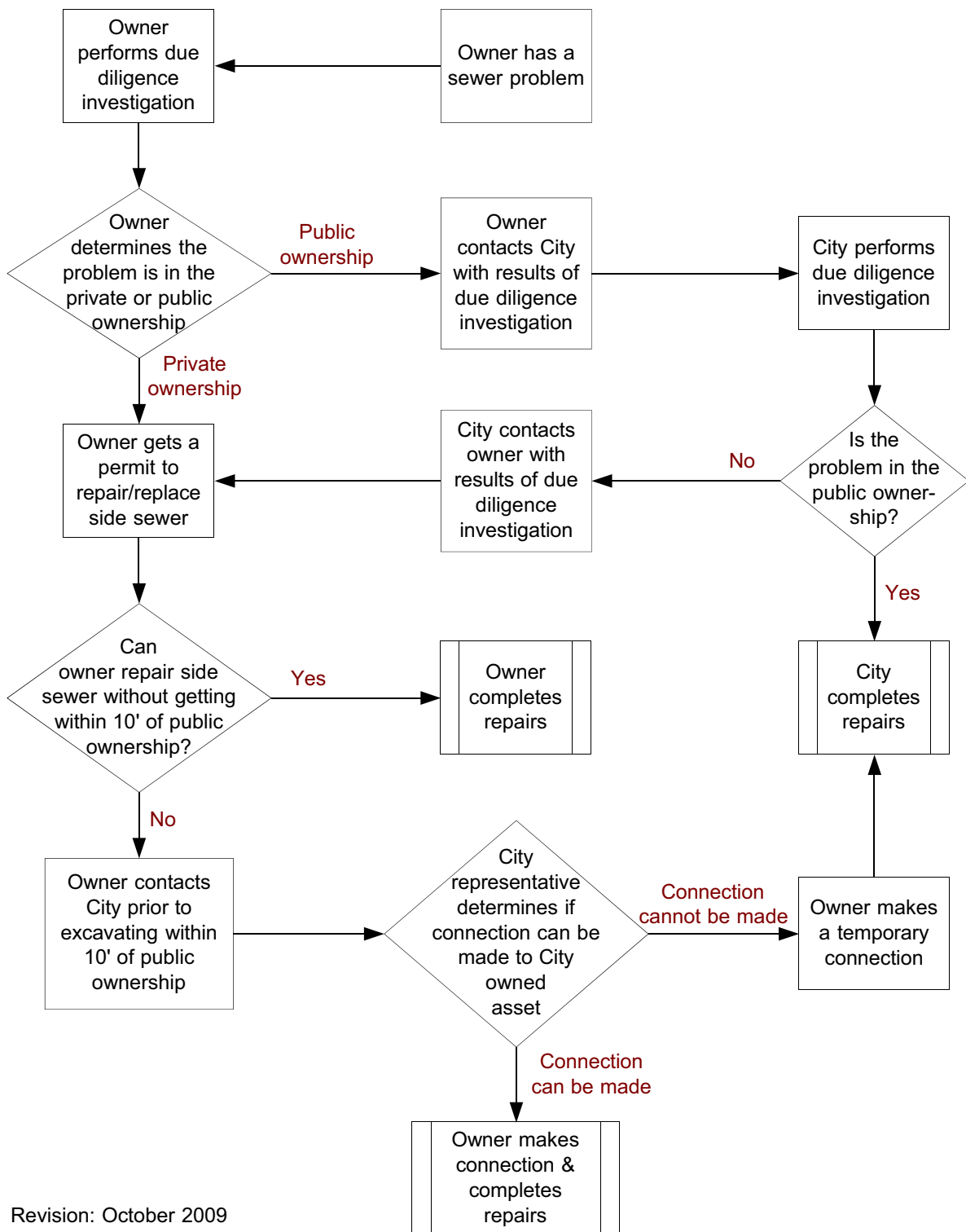


Figure 6-1: Side Sewer Area of Responsibility

Private Side Sewer Repair Flowchart



Revision: October 2009

Figure 6-2: Private Side Sewer Repair Flowchart

A. Problem in Private Ownership

If the results of the property owner's due diligence indicate the problem is in the private ownership, then the property owner must implement the solution. If the solution requires repair or replacement of any part of the private side sewer, then a permit must be obtained from the City's Planning and Development Services in accordance with Section 1.2. They may be contacted at (253) 591-5030 or on the web at: tacomapermits.org. If work on the side sewer requires excavation, then a call must be made to locate underground utilities. Any work within the right-of-way must be performed by a licensed and bonded contractor who must have a City of Tacoma side sewer contractor license. The property owner or designated representative shall schedule an inspection of the side sewer repair 24 hours in advance of excavation by contacting the Site Development Group at (253) 591-5760. If any excavation by the property owner or designated representative occurs within 10 feet (horizontally in the plan view) of the sewer main and the City's representative is not on site, then the excavation must stop and the property owner (or their representative) shall contact the City Inspector at (253) 591-5760 and request an inspection.

Upon receipt of this call, the City's representative will respond within 2 to 4 hours during the normal business day. The response by the City may include one of the following actions:

- Verbal communication with the excavation contractor;
- A site visit; or
- Other action, as deemed appropriate by the City.

This will ensure that the property owners need not pay for repairs to City-owned structures, and that City-owned structures are protected from damage. In the event a connection cannot be made per the plumbing code due to condition of the City-owned structures, the City's representative will authorize the use of a temporary connection by the best means available with the intent that the City will make a repair to the public portion of the system after the property owner has finished their work. The property owner (or their representative) may make a temporary patch directly over the public portion but shall be responsible for the permanent restoration of any other area affected by their excavation. The City will be responsible for the permanent site restoration over the City owned asset.

If the property owner or designated representative) chooses to continue the excavation to within 10 feet (horizontally in the plan view) of the sewer main without the prior notification to the City, the property owner will then assume responsibility for costs and completion of the work, including replacement or repair of risers, wyes and sections of sewer main as necessary to provide an approved connection to serve the premises.

B. Problem in Public Ownership

If the results of the due diligence investigation by the property owner indicates the problem is in the public ownership, then the property owner must contact Environmental Services at (253) 591-5585. The City will then perform a due diligence investigation to verify the property owner's determination of the source of the problem.

Based upon the information from the property owner's investigation and the City's investigation, the City will make a determination of whether the likely source of the problem lies within the public or the private ownership.

If the source of the problem lies within the public ownership, the City will implement the corrective measures. If the source lies within the private ownership, the City will inform the property owner (or their representative) of the results of the City's investigation. If jurisdiction cannot be fully ascertained during the investigation, the City may elect to perform an excavation to determine jurisdictional responsibility. Any excavation or repair of the public portion the system under those circumstances shall in no way be considered an assumption of responsibility for the service problem.

6.3 PRIVATE SIDE SEWER EASEMENT AGREEMENTS

A side sewer crossing separate parcels from the one it serves should be avoided, if possible. The City recognizes that in some circumstances, a crossing cannot be avoided. A private side sewer easement agreement must be obtained for a side sewer that crosses a separate parcel that is not owned by the same owner as the parcel being served. This agreement shall identify the responsible parties for maintenance of the side sewer and provide an access easement to construct and maintain the side sewer. Property owners are encouraged to seek legal advice when entering into private side sewer easement agreements.

If a side sewer for a parcel must cross a second parcel and the two parcels are owned by the same person or company, the property owner cannot assume an easement across the second parcel. Instead, the property owner must enter into a recorded agreement with the City that states it will provide a future side sewer easement in the event that the parcels are sold to separate owners. The Site Development Group will coordinate preparation of this document. The property owner shall record the document with the Pierce County Assessor's Office and provide a copy to the Planning and Development permit counter prior to obtaining a side sewer connection permit. For more information regarding agreements between the City and the property owner, contact the Site Development Group at (253) 591-5760.

APPENDIX A

**SEWER AVAILABILITY EXAMPLES FOR PARCELS
INSIDE CITY LIMITS**

EXAMPLE #1

Address: 4543 NE 41st St

Situation: A property owner is considering building a house on an undeveloped parcel and would like to know if sewer service is available.

Question #1: *Is the parcel adjacent to the public sanitary sewer within the right-of-way or public sewer easement?* Yes, the parcel is adjacent to the public sanitary sewer.

Determination: Since public sanitary sewer is adjacent to this parcel in two locations, service is already available to this parcel. The property owner must determine whether a gravity side sewer is possible or whether a private pump system is necessary. If a private pump system is required, the property owner must submit a design for review prior to receiving a side sewer permit.



EXAMPLE #2

Address: 1018 N Cheyenne St

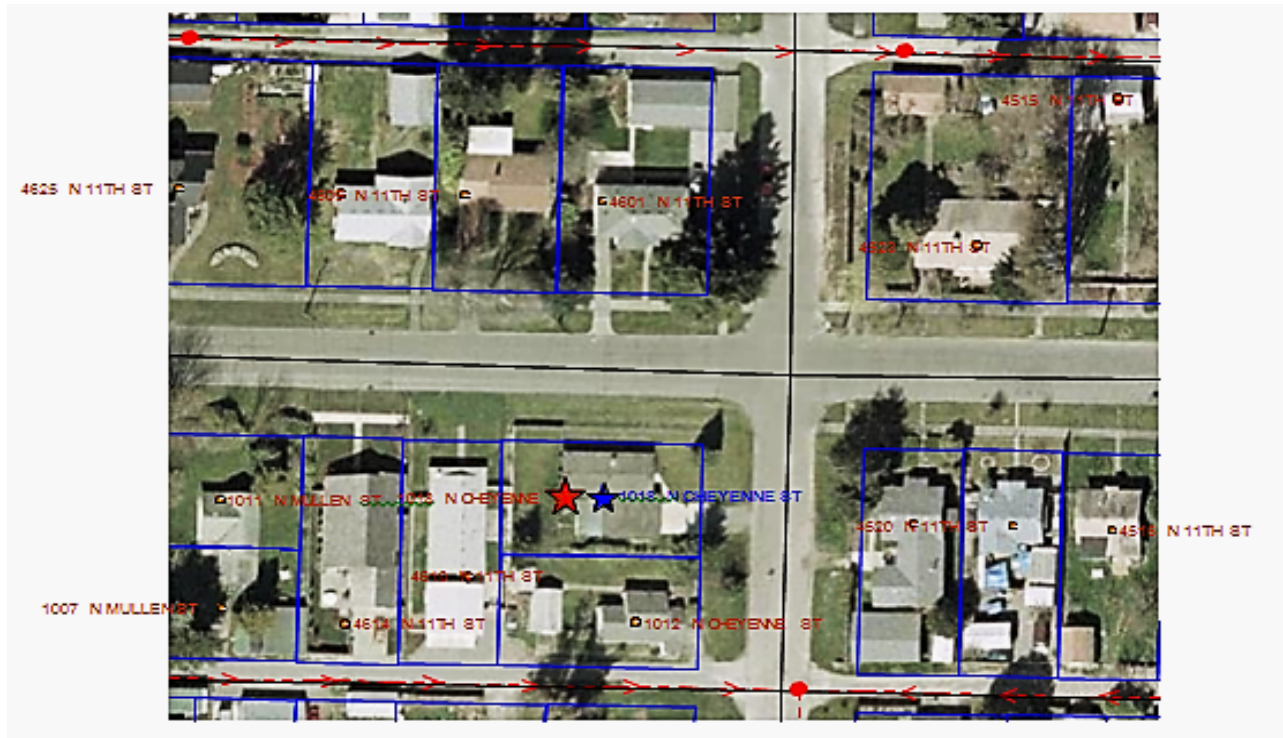
Situation: A property owner has an on-site septic system and would like to connect to the public sewer.

Question #1: *Is the parcel adjacent to the public sanitary sewer within the right-of-way or public sewer easement?* No, sewer is not adjacent to the parcel. Environmental Services must determine if sewer is available.

Question #2: *Including the parcel in question, how many parcels in the region need sewer service?* Since all other parcels are adjacent to the sewer, this is the only parcel that still needs sewer service. Therefore, the answer to this question is one.

Question #3: *Does the parcel have access to the public sewer via the right-of-way using a shoestring side sewer?* Yes, the property has access via the public right-of-way.

Determination: Because there is only one parcel in need of sewer, an extension would not be required and the parcel would be permitted to shoestring. The property owner must determine whether a gravity shoestring side sewer is possible or whether a private pump system is necessary. The property owner must submit a shoestring side sewer plan for review prior to receiving a side sewer permit in accordance with Section 3.040.



EXAMPLE #3

Address: 4632 N Lexington St

Situation: A property owner has an on-site septic system that requires ongoing maintenance and would like to hook up to sewer soon.

Question #1: *Is the parcel directly adjacent to the public sewer within the right-of-way or public sewer easement?* No, public sanitary sewer is not adjacent to the parcel. Environmental Services must determine if sewer is available.

Question #2: *Including the parcel in question, how many parcels in the region need sewer service?* Since there is no sewer in Lexington Street, which is fully developed, there are more than four parcels that are in need of sewer service.

Question #3: *Can the public sanitary sewer main be extended?* Using the govME website to find ground elevations and the most current record drawing of the nearest sanitary sewer, evaluate whether the public sanitary sewer can be extended and meet the current standards. Assume in this example extending a gravity sanitary sewer pipe to this parcel is possible.

Determination: The public sewer must be extended to provide sewer service. A sewer extension is encouraged; however, repair to the on-site septic system would be allowed since sewer service is not currently available. Any repairs to the on-site septic system would need to be permitted through the Tacoma-Pierce County Health Department.

Once the public sanitary sewer has been extended and is available for connection, the property owner must determine whether a gravity side sewer is possible or whether a private pump system is necessary. If a private pump system is required, the property owner must submit a design for review prior to receiving a side sewer permit.



APPENDIX B

TROUBLESHOOTING COMMON SEWER PROBLEMS

Trouble-Shooting your Sewer Problem

Helpful Hints from City of Tacoma Wastewater Management

The City of Tacoma maintains more than 700 miles of sewer lines. Wastewater crews are available 24 hours a day to respond to problems with City lines and service.

However, most of the problems homeowners face are found in the sewer line that connects their house to the City's main line.

This private line — commonly called a "side sewer" or a "lateral sewer" — is the homeowner's area of responsibility.

This fact sheet is intended to help you discover where the problem with your sewer service is and how to get it fixed as soon as possible. It is the City's mission to provide customers with an efficient, cost-effective, and professionally maintained wastewater and surface-water collection system.

Call the CITY if...

Call the City *immediately* if sewage is coming up inside your home when you are not using water. Wastewater crews will check the City sewer system serving your area and will send a maintenance crew if needed. The crew will notify you of the results as soon as possible. Wastewater maintenance crews are responsible for maintaining the City's main sewer lines and the connection to customers' side sewers, but not the side sewers themselves.

Call a PRIVATE service provider if...

Call a private service provider if you have slow drainage or you suspect a blockage. The problem is likely in your side sewer line. However, if the worker is unable to unblock the line and you are still having problems with your sewer system, call the City *before* you incur any more expense.



Tree roots are a common cause of clogged side-sewer lines. Roots can easily penetrate pipes made of porous concrete such as this one, which is more than 25 years old. Modern side-sewer lines are made of heavy duty, water-tight plastic and therefore last much longer.

Which private service provider should I call?

Companies offer a full range of services including unblocking, repairing and replacing lines or pipe, but some specialize only in certain areas. Make sure to ask which services they provide. You can check with the Better Business Bureau (206-431-2222, or betterbusinessbureau.org) to find reputable companies, and you might also want to ask friends and relatives for recommendations. Since companies offer a wide range of prices, it's a good idea to get at least three written estimates before choosing a company.

- **Rooter Services:** Drain cleaners or "rooters" unplug plumbing and private side sewers using water pressure or mechanical "snakes." Make sure the roter service's snake cable is long enough to reach from your side sewer to the City's main sewer line (typically located underneath the street or alley). Rooter companies may also repair and/or replace side sewers.
- **Side Sewer Contractors:** Side sewer contractors repair and/or replace structural problems such as breaks or holes in side sewers. Some contractors may also unplug lines.
- **Plumbers:** Plumbers repair leaky or broken fixtures and they install systems in new construction and remodeling. If only some of your fixtures are not draining, or if your pipes are leaking, a plumber may be able to remedy the problem.

What questions should I ask the service provider?

We recommend having all questions answered in *legible* writing at the time of service with the provider's signature and date.

- **Where is the blockage?** If you have your line rootered, have the service provider write down the specific footage where the blockage was found, or where he or she thinks it is. Also have the provider mark the

continued on back



Side-sewer contractors are licensed and bonded to work in the City right-of-way as well as on your side-sewer line. Replacing your damaged concrete side sewer with a modern plastic version is easy with the City of Tacoma Sewer Conservation Loan Program for qualified applicants. Call 253-591-5588 for more information.

system, but the City requires you to get a permit so wastewater maintenance crews can keep track of work that may affect the City's main line. Permits start at \$125 and are available at the City of Tacoma Building and Land Use Department, 747 Market St., Room 345, during business hours, M-F, 8 am to 5 pm. Call 253-591-5030 for more information.

How do I know where my side sewer is and where it hooks into the City's main line?

Check your house plans for side sewer locations or call the previous owner. You may also try accessing the permit records kept by the City of Tacoma Building and Land Use Department, 253-591-5030. Unfortunately, the City has very little information on homes built before 1950. Also, if previous work on your side sewer was done without a permit, the City will not have record of it.

spot on the ground. This information is helpful to determine if the problem is within the City's area of responsibility (see drawing). It can also be helpful if the pipe must be dug up to be repaired.

- **What is causing the problem?** Have the service provider write down what the probable cause of the blockage is. Identifying the type of blockage is helpful in determining what method should be used to open it, and in determining if regular maintenance of your side sewer is needed to prevent further back ups.

- **Should I have a service provider use a TV camera to see blockages in my line?** Generally, this is *not* an effective method of determining what is blocking a line. TV cameras usually cannot see under water, so if a line is blocked and not draining, it won't be able to see inside your pipes. Camera inspections are most useful *after* the blockage has been cleared to determine the current

condition of your pipes and where future problems might turn up.

Can I do it myself?

Unclogging a line: A variety of tools and products can be found at your local home improvement store. Portable roter machines are available at many rental companies. You'll need to measure the distance between your side sewer and the City's main line in order to determine what size machine to rent.

Repairing or replacing a broken or leaky side sewer line: You may work on your own private sewer

What if the problem lies in my private side sewer line within the City right-of-way? All activity in the City right-of-way *must* be done by a contractor who is licensed and bonded to work in the City of Tacoma. Check in the phone book under "Sewer Contractors."

Low-interest loans available

The City offers low-interest loans to *qualified* businesses and homeowners for side sewer repair and replacement. Call 253-591-5588 for more information.



Contact information:

City of Tacoma
Public Works Department
Environmental Services/Wastewater Management

Business Hours: 7:30 am to 4 pm
253-591-5585 (Phone service available 24 hours)

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GLOSSARY

The glossary provides definitions for the terms and acronyms found in this manual.

Annexation	The formal process of incorporating areas of Pierce County into the City of Tacoma by expanding the City boundaries. Parcels must be contiguous to the existing City of Tacoma boundaries to be annexed into the City of Tacoma.
Availability	See Sewer Availability.
Right-of-Way Construction Permit	The process used by the City to review and inspect privately designed plans for the construction of changes or additions to City-owned infrastructure, such as sewers, streets, etc. These changes or additions to infrastructure are designed and constructed by the project proponent in accordance with City standards, then dedicated to the City for ownership and maintenance upon completion of construction. The Right-Of-Way Construction Permit process is managed by the Site Development Group, (253) 591-5760.
Building Drain	The lower horizontal pipe inside the building to a point 2 feet outside the foundation of the building.
Building Sewer	The portion of pipe between the building drain and the public sanitary sewer main. Building Sewer, which is used in the Uniform Plumbing Code, has the same meaning and is another term used for "Side Sewer."
CEDD	Community and Economic Development Department
Capital Improvement Program (CIP)	This program allows the City to design and contract for the construction of sanitary sewer mains. These projects are paid for with Sewer Utility funds. As property owners connect their buildings to the new mains, they must pay a sewer assessment or a connection charge-in-lieu-of-assessment if it has not already been paid, to replenish the funds used to pay for construction of the sewer (see TMC12.08.350.B).
CIPP	See Cured-In-Place Pipe.

Cleanout (Side Sewer Cleanout)

A side sewer cleanout is a vertical portion of side sewer pipe that tees or wyes off from the side sewer and stops at the surface with a cleanout lid. It provides an access point for maintenance and inspection of the side sewer. The location and number of cleanouts required for a side sewer are specified in Section 3.2E.

Commercial Developments

All developments other than single family residences and duplexes are considered commercial developments for the purposes of this manual. Commercial developments include triplexes, townhomes, apartments, industrial and commercial businesses, offices, restaurants, public buildings, etc.

Connection charge-in-lieu-of-assessment

Parcels not participating in the cost of extending the sanitary sewer system through either an LID or Right-of-Way Construction Permit are required to pay to the City a connection charge-in-lieu-of-assessment prior to a permit being issued.

Cured-In-Place Pipe (CIPP)

A trenchless technology method for rehabilitating sewers. This method consists of installing a felt liner impregnated with resin into an existing pipe, called the host pipe. The liner is then pressurized to expand it to form a new pipe within the existing host pipe. Heat or Ultra Violet light is applied to the inside of the liner which cures the resin and felt or fiberglass liner into a strong, solid pipe within the existing host pipe.

Direct Customer

A customer whose parcel is located outside City of Tacoma limits in another jurisdiction, connected to City of Tacoma public sewer, and is billed directly from the City of Tacoma for sanitary sewer service.

Dye Test

A test performed by City crews to confirm connections to public sewers. The test consists of placing a small amount of non-toxic dye into a plumbing fixture or side sewer cleanout upstream and tracing the dye downstream by looking into side sewer cleanouts and manholes to determine where connections exist.

Easement (Sanitary)

A dedicated tract of land to allow for the construction, operation, and maintenance of a sewer line within private property. Easements are recorded against the title of a parcel with the Pierce County Assessor's Office. Typically, no permanent structures are permitted within an easement area to provide access for operations and maintenance. Public easements allow for a public sewer to be located within a parcel, whereas private easements allow for a private side sewer to be located within a parcel.

Franchise Agreement	An agreement between the City of Tacoma and another jurisdiction that allows the City of Tacoma to extend its sewers into the other jurisdiction. The sewers are usually within easements granted to the City of Tacoma by the other jurisdiction and are owned, operated, and maintained by the City of Tacoma. Parcels served under a Franchise Agreement are usually direct customers of the City of Tacoma.
govME	Government Made Easy – a City website found at http://govME.cityoftacoma.org .
Growth Management Act (GMA)	An act of legislature passed in 1990, the GMA requires state and local governments to manage Washington’s growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans, and implementing them through capital investments and development regulations.
HDPE	High-density polyethylene pipe.
Holding Tank	See On-Site Sewage Holding Tank.
Incorporated Property	A parcel located within the boundaries of a city or town.
Interlocal Agreement	An agreement between the City of Tacoma and another jurisdiction that allows one jurisdiction to discharge wastewater into the other jurisdiction’s sewer system. Parcels served under an Interlocal Agreement are usually billed by the jurisdiction they are located within and, in turn, that jurisdiction pays the other a user fee based upon rates established per the agreement. In addition, Interlocal Agreements may include purchase of capacity rights for one jurisdiction to treat the other jurisdictions wastewater at wastewater treatment plants.
Latecomers Agreement	Applicants may apply for Utility Reimbursement Agreements for the construction of wastewater and surface water improvements from parcels not participating in the cost of extension of the infrastructure. If approved by the Environmental Services Director, parcels connecting to the new infrastructure within 15-years would reimburse the owners who originally bore the expense.

Local Improvement District (LID)

Special purpose financing tool providing a means for property owners to make capital improvements benefiting their neighborhood and distribute the cost equitably among all owners and allow financing the costs over a number of years. Tacoma's LID programs consist primarily of paving streets and alleys, new sidewalks, new sewer mains, construction and replacement of water mains, new street lighting, new primary electrical service, and the conversion of overhead utilities to underground. An LID may also include other types of improvements.

On-Site Septic System

An on-site septic system is a small-scale wastewater treatment system owned and maintained by the property owner. On-site septic systems typically consist of a septic tank and a drain field, but may have more complex components depending on the soil characteristics where the system is located. On-site septic systems located within the City of Tacoma are regulated by the Tacoma-Pierce County Health Department.

On-Site Sewage Holding Tank

A holding tank is an on-site sanitary storage tank connected to the plumbing system of a building not connected to a public sewer or a septic drain field. Holding tanks must be regularly pumped out and wastewater disposed of in an appropriate manner.

Pipe Bursting

A semi-trenchless technology method for replacing sewers. In this process, a pipe bursting tool is dragged through an existing pipe which crushes and expands the existing pipe into the surrounding soil. A High Density Polyethylene Pipe is attached to the rear of the bursting tool and is dragged into the void created by the bursting tool. This process requires a small amount of excavation at each end of the pipe replacement to create an insertion pit and a retrieval pit for the bursting tool.

Private Side Sewer Easement Agreement

An agreement between two property owners allowing for a side sewer serving one parcel to cross another parcel to reach the public sewer. The agreement describes the easement area where the side sewer is located and identifies who is responsible for construction and maintenance of the side sewer. This document shall be recorded with the Pierce County Assessor's Office.

Private Sewage Pump System

A private sewage pump system serves an individual customer that cannot be served with a gravity side sewer due to grade issues or other obstructions. Private pump systems are owned and operated by the property owner and are located on private property.

Public Pump Station	Regional public pump stations are City-owned and operated pump stations that serve multiple customers within a region that cannot be served by gravity sewer mains alone. Public pump stations are generally located within City rights-of-way or easements near the lowest elevation of the region.
Public Sewer (Main)	The portion of the wastewater collection system owned and maintained by the City of Tacoma and to which private side sewers are connected. Tees and wyes are considered part of the public system. Some mains were originally constructed with bends at the tee or wye and a vertical riser pipe was used to bring the connection point up to a reasonable depth. These bends and vertical riser pipes are also considered part of the public sanitary sewer main. See Figure 5-1.
Rehabilitation (of side sewers)	Repairing a portion or the entire length of side sewer line using trenchless technology rather than excavating and replacing the side sewer.
Residential Developments	For the purposes of this manual, only single family residences and duplexes are considered residential developments.
Septic System	See On-Site Septic System.
Sewer Availability	Sewer availability is the term used to define whether a parcel may or may not connect to the public sewer in accordance with the flowcharts in Chapter 2.
SFR	Single-family residence.
Shared Side Sewer	A common private side sewer pipe serving multiple property owners or parcels.
Shoestring Side Sewer	A side sewer connecting to a public sanitary sewer main that is not directly adjacent to the parcel it serves. Shoestring side sewers typically travel through a private easement or along the right-of-way to reach the public sanitary sewer main.
Side Sewer	The portion of pipe between the building drain and the public sanitary sewer main. Side sewers are considered private systems. Property owners are responsible for construction, maintenance and rehabilitation of side sewers. Side sewer has the same meaning and is another term used for "Building Sewer," which is used in the Uniform Plumbing Code.

Smoke Test	A test performed by City crews to confirm connections to public sewers. A smoke test consists of forcing a non-toxic smoke produced from heated mineral oil into an open manhole using a smoke blower. The smoke will travel through the public sewers into side sewers and exit through building plumbing vents.
Television Video Inspection	This inspection method consists of inserting a small closed circuit television camera into a sewer pipe to view and record the visual condition of the sewer pipe. This inspection is sometimes used prior to construction to determine potential rehabilitation methods or verify side sewer connections and is sometimes used after construction is complete to ensure the pipe construction or rehabilitation was successfully completed.
TPCHD	Tacoma-Pierce County Health Department
Trenchless Technology	Methods for rehabilitating or replacing existing side sewers that do not require excavating to the existing pipe. Cured-In-Place Pipe (CIPP) is one common example of a trenchless technology and pipe bursting is one common example of a semi-trenchless technology.
Unincorporated Property	A parcel located outside the boundaries of a city or town (i.e., in the county).
Urban Growth Area (UGA)	An area in which a city expects to grow. The Growth Management Act requires cities to prepare maps showing their expected UGA and provide a comprehensive plan on how that area will be developed.

APPENDIX B

SIDE SEWER PERMIT CARDS

BUILDING INSPECTION RECORD

Bldg. Address 3251 E. "I" St.	Owner: Melissa M. Martin/John McNeish	Perm. C.O. _____
ZONE: _____	Address: 15701 Goodrich Dr. NE	Date Issued _____
ENERGY: TEC _____ WSEC _____	Phone: Gig Harbor 98329	ZONE: _____
BUILDING PERMIT	PLUMBING PERMIT	MECHANICAL PERMIT
Permit No./Date: _____	Permit No./Date: _____	Permit No./Date: _____
Val/Descr. of Work: _____	WC _____ TUB _____ BASIN _____ SINK _____	For: _____
	AWM _____ WH _____ FLR DR _____ SHWR _____	
	URIN _____ ADW _____ BWV _____ PRV _____	Ht Pump _____ A/A Ht Exch _____ Ht Type _____
	OTHER _____	Contractor: _____
Contractor: _____	Contractor: _____	Phone: _____
Address: _____	Phone: _____	INSPECTIONS
Phone: _____	INSPECTIONS	Duct Work: _____
INSPECTIONS	Ground Work: _____	Rough: _____
Foundation: _____	Rough: _____	
Framing: _____		
ENERGY: _____		
FINAL: _____	FINAL: _____	FINAL: _____

SANITATION PERMIT

Bldg. Address 3251 E. "I" St.

SEWER OR SEPTIC TANK DIAGRAM

SUPPLEMENTAL INSP. RECORD

Date 8/28/98

Permit No. SW98-01056

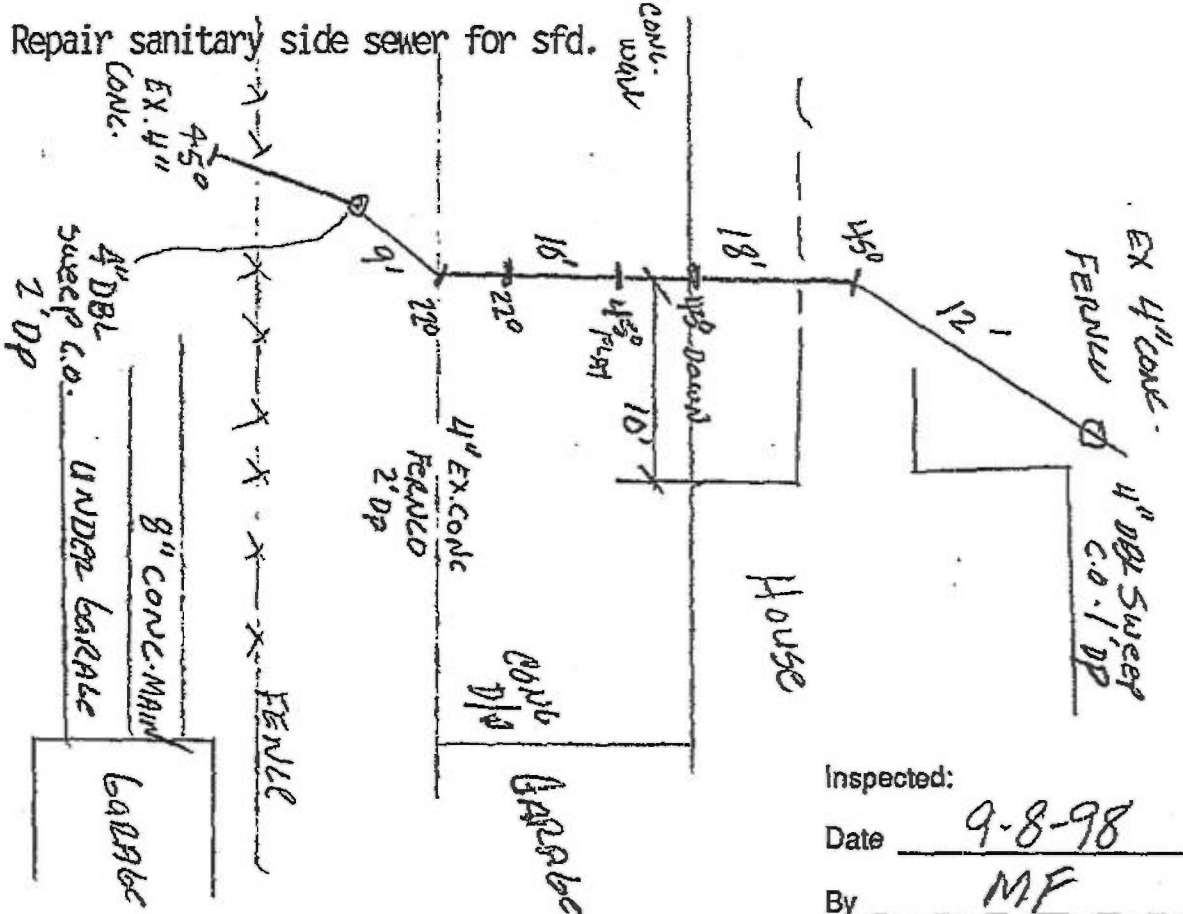
BUILDING:

SPRINKLER:

ENERGY:

PLUMBING:

MECHANICAL:



Inspected: _____
 Date 9-8-98
 By MF

Contractor Bob Taurino Construction 531-5056

Project Name: _____

Plan Sheet: _____ of _____

Specification No.: _____

Building Address: 906 E McKinley Rd

Mainline Station: _____

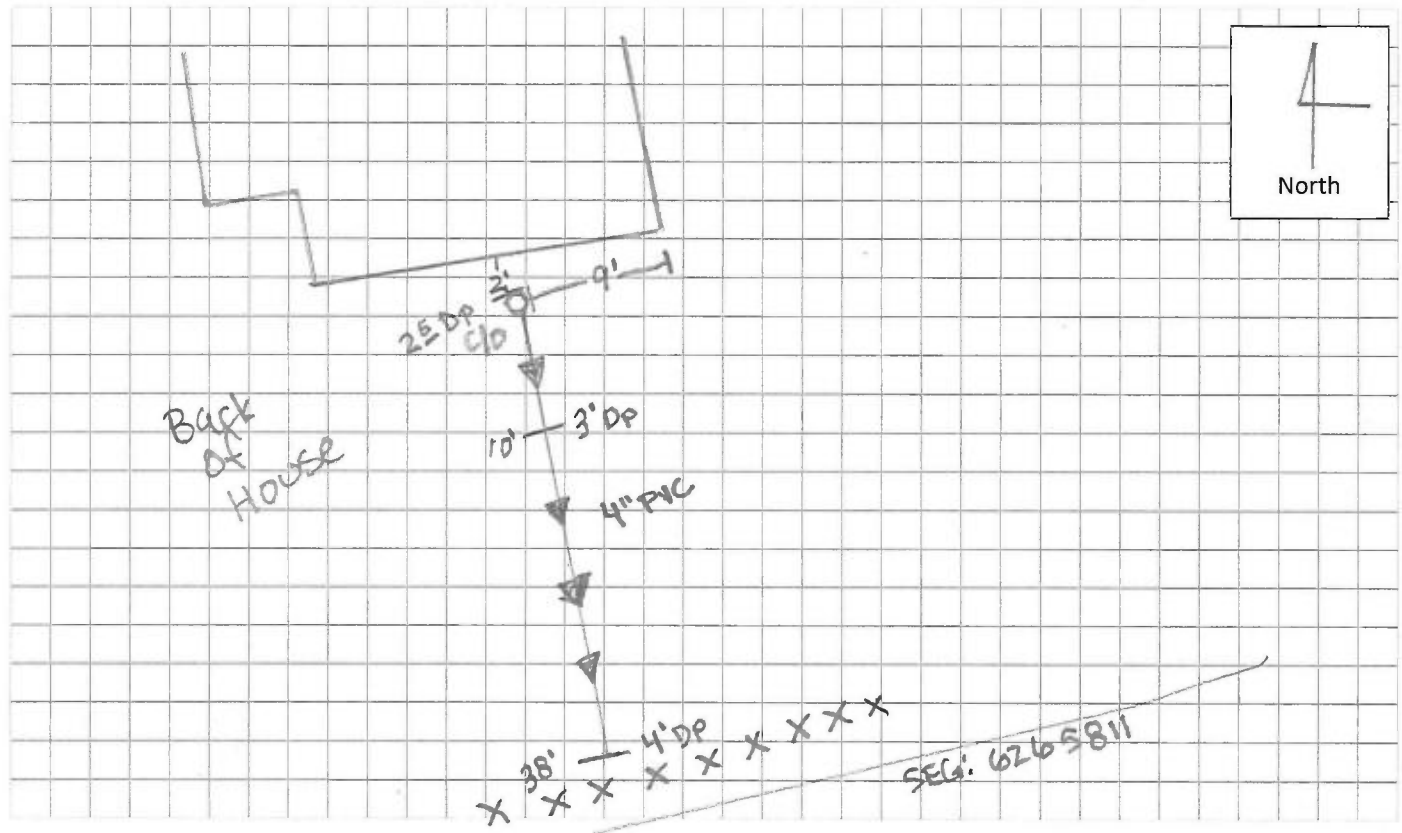
Contractor: _____

Inspected By: M Sanders
 Date Inspected: 1/7/20
 Water Test: Pass { } Fail { } N/A { }
 Air Test: Pass { } Fail { } N/A { }

Legend

C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete

____ Structure EX
 ____ Shoring
 ____ 6" PVC
 ____ 6" C900
 ____ R&R Unsuitable
 ____ Sewer C/O



Comments: _____

SANITATION RECORD

BUILDING ADDRESS: 914 E McKinley Rd

PERMIT NUMBER: Sewer20-0

SDEV19-

DATE ISSUED:

1/17/2020



CITY OF TACOMA - PDS / Site and Building Division

SIDE SEWER DRAWINGS

CONTRACTOR:
All City Construction

INSPECTED BY:
D. McLaren

DATE INSPECTED:
2/6/20

COMMENTS:
Sewer used to go out the back to the south. Sewer was turned around under the home and brought out the front.

Post VIDEO OF HDPE WAS OKAY.

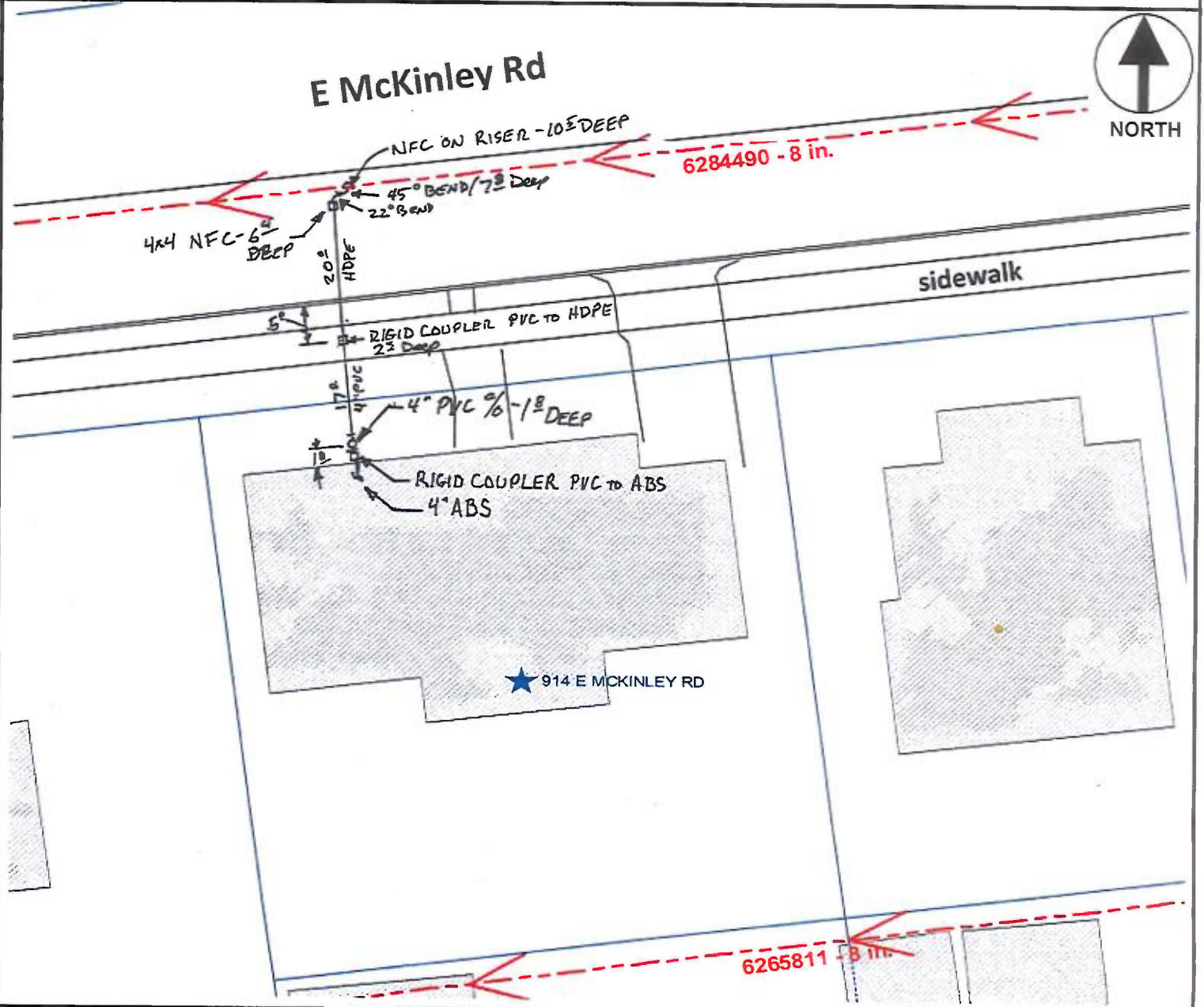
ROW RESTORATION & COMPACTION TEST REQ'D

Pass / Fail / NA
 Pass Fail NA
 Water/Air Test
Not applicable = Spot repair too short to test

Yes / No
 Yes No
 Compaction Test
Trench Compaction Required within City Right-of-Way (from back of walk to back of walk)

LEGEND:
 C/O = Clean-out
 NFC = Neoprene Flex Coupler(Fernco)
 CI = Cast Iron
 CIPP = Cured In Place Pipe
 CTP = Clay Tile Pipe
 HDPE = Hi-Density Polyethylene

(X) NEW
~~(X) REPAIR~~
 () OTHER



SANITATION RECORD

BUILDING ADDRESS: 920 E McKinley Rd, Tacoma 98404

PERMIT NUMBER:

DATE ISSUED: 12-3-21



CITY OF TACOMA - Environmental Services

SIDE SEWER DRAWINGS

CONTRACTOR: COT

INSPECTED BY: ELay

DATE INSPECTED: 12-3-21

COMMENTS: No C/O

outside of Home

VIDEO TRACE (Y or N):

DRAWN BY: ELay

-Not To Scale

-Home's side Sewer was impacted with roots at time of inspection. - 12-3-21

Water/Air Test

Pass / Fail / NA

Not applicable = Spot repair too short to test

Compaction Test

Yes / No

Trench Compaction Required within City Right-of-Way (from back of walk to back of walk)

LEGEND: Conc. = Concrete

COTG = Cleanout to grade

C/O = Clean-out

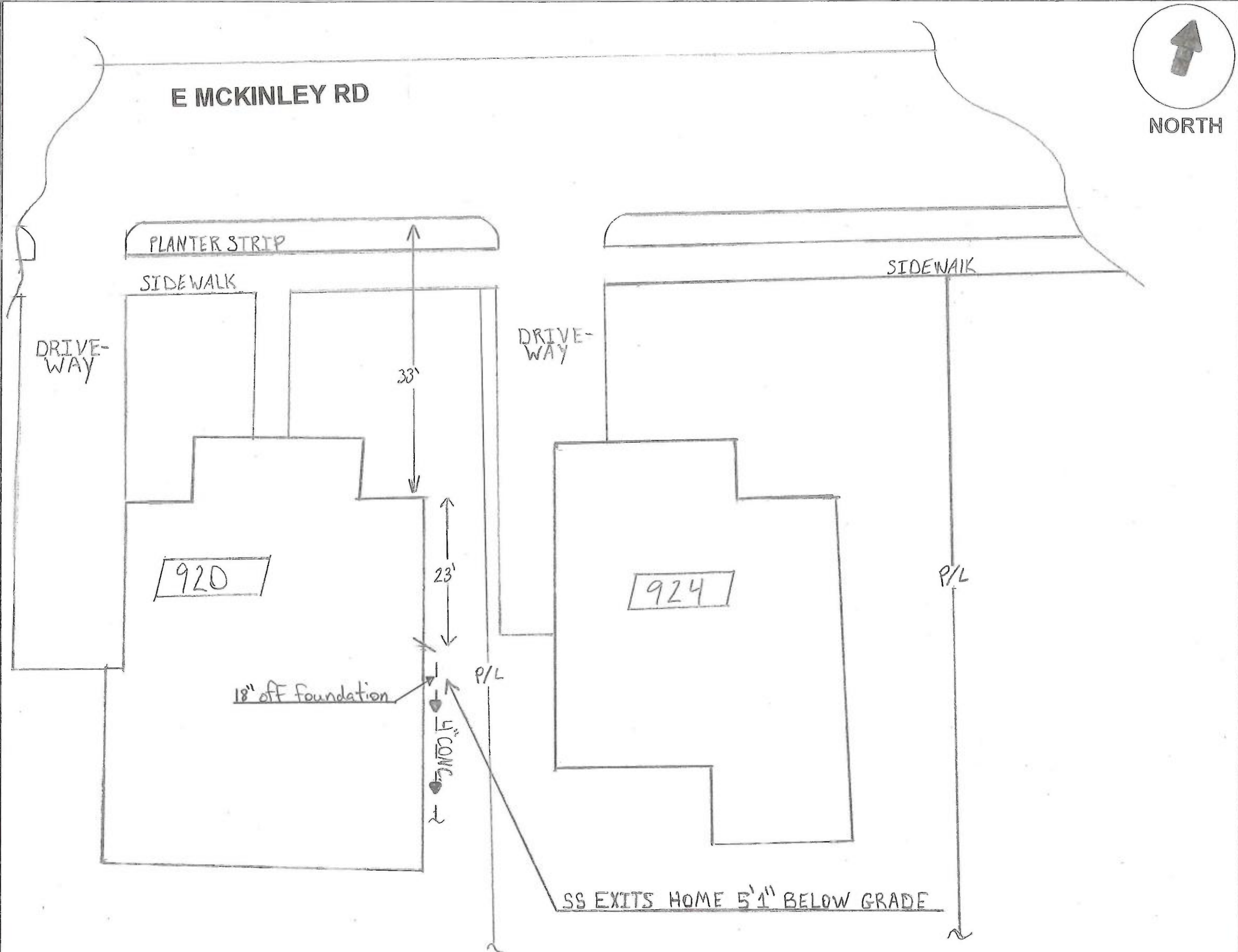
Fernco Coup

CI = Cast Iron

CIPP = Cured in Place Pipe

CTP = Clay Tile Pipe

HDPE = Hi-Density Polyethylene



SANITATION RECORD

BUILDING ADDRESS: 924 E McKinley Rd, Tacoma 98404

PERMIT NUMBER:

DATE ISSUED: 12-3-21



CITY OF TACOMA - Environmental Services

SIDE SEWER DRAWINGS

CONTRACTOR: COT

INSPECTED BY: ELay

DATE INSPECTED: 1/19/22

COMMENTS: No C/O outside of Home

VIDEO TRACE (YorN):

DRAWN BY: ELay

NTS

Water/Air Test

Pass / Fail / NA

Not applicable = Spot repair too short to test

Compaction Test

Yes / No

Trench Compaction Required within City Right-of-Way (from back of walk to back of walk)

LEGEND: Conc. = Concrete

COTG = Cleanout to grade

C/O = Clean-out

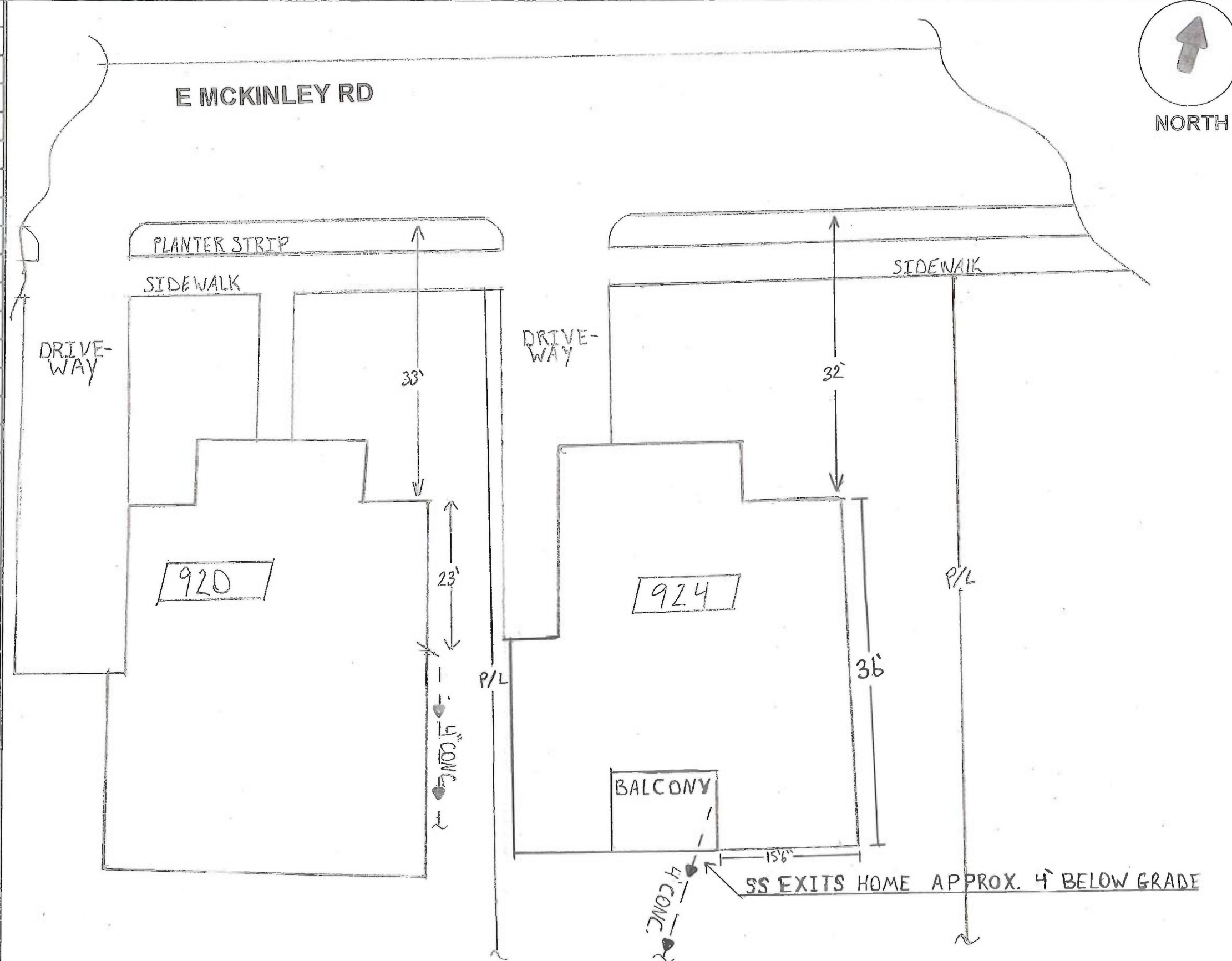
Fernco Coup

CI = Cast Iron

CIPP = Cured In Place Pipe

CTP = Clay Tile Pipe

HDPE = Hi-Density Polyethylene



Building Address: 930 E McKinley Road

Mainline Station: _____

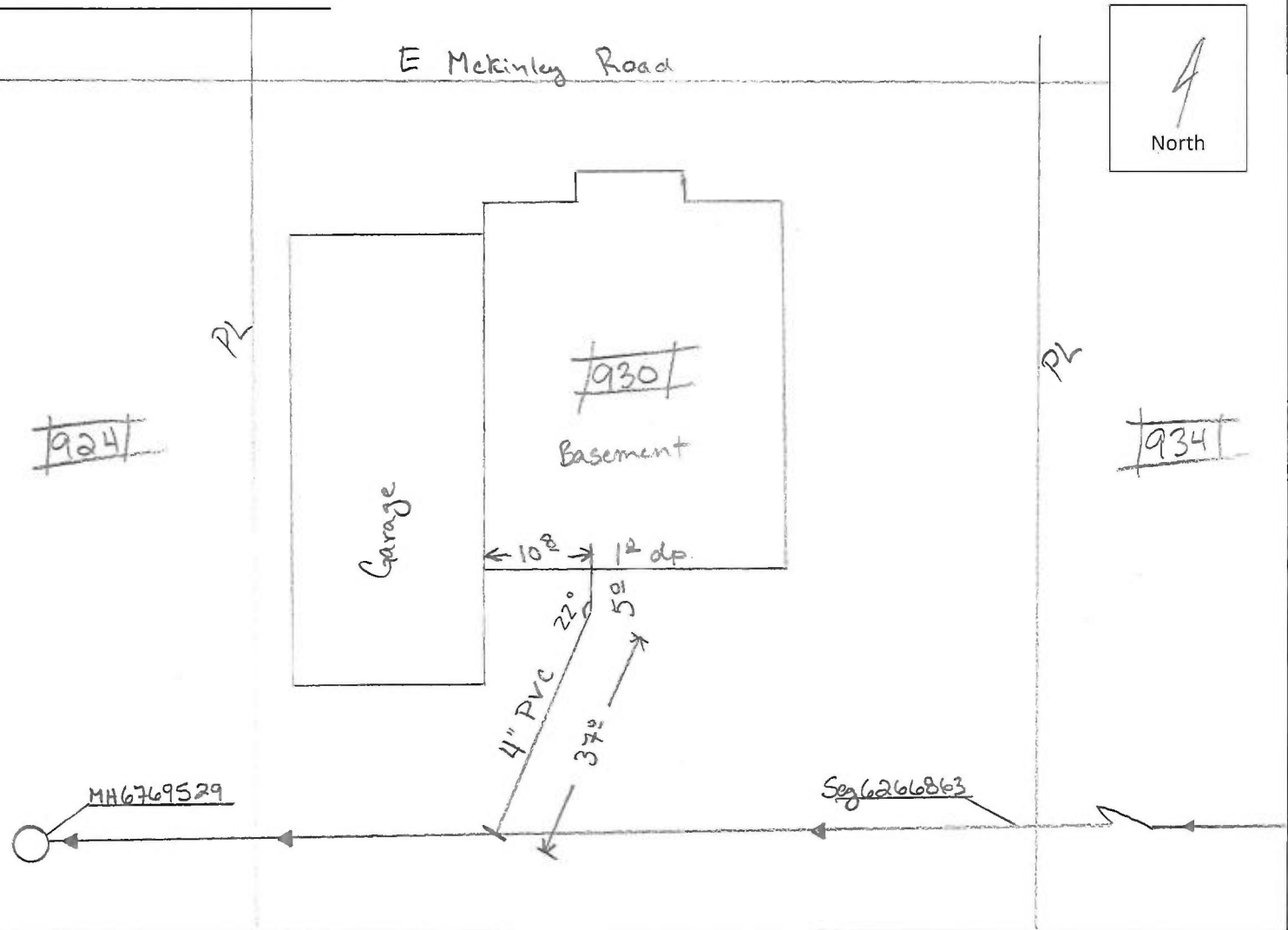
Contractor: _____

Inspected By: _____
 Date Inspected: _____
 Water Test: Pass { } Fail { } N/A { }
 Air Test: Pass { } Fail { } N/A { }

Legend
 C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete

_____ Structure EX _____
 _____ Shoring _____
 _____ 6" PVC _____
 _____ 6" C900 _____
 _____ R&R Unsuitable _____
 _____ Sewer C/O _____

Comments:



BUILDING INSPECTION RECORD

BUILDING ADDRESS 934 McKinley Rd. East		OWNER										ZONE	
		OWNER'S ADDRESS											
BUILDING PERMIT		PLUMBING PERMIT										INSPECTION	
DATE	NO.	DATE					NO.					BUILDING	FINAL
NATURE OF WORK												PLUMBING	
FOUNDATION												ROUGH	
												FINAL	
												HEATING	
FRAMING												FINAL	
												SEWER OR SEPTIC TANK	
												5-17-84	
CONTRACTOR		CONTRACTOR											

SANITATION PERMIT

934 McKinley Rd. East
HEATING PERMIT

DATE 5-14-84

NO. S 10114

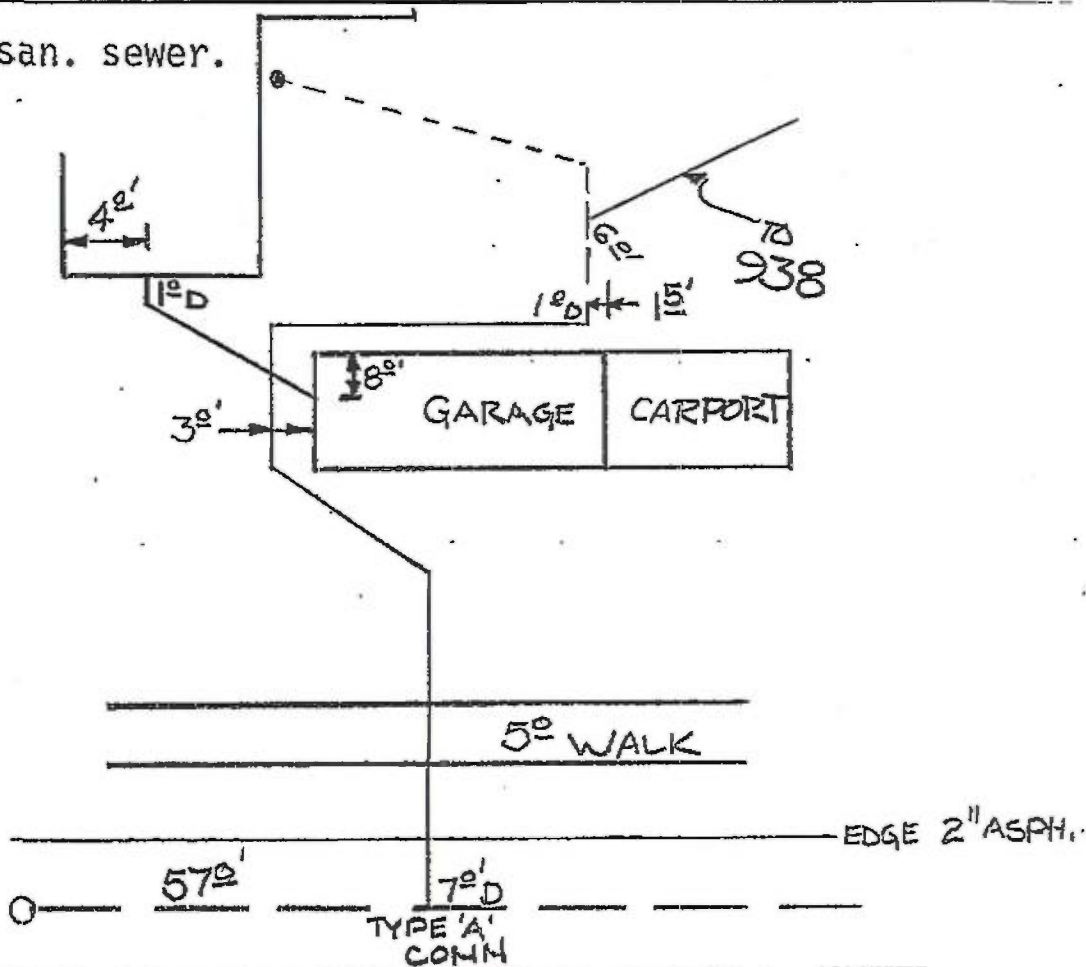
SEWER OR SEPTIC TANK DIAGRAM

DATE NO.

DATE NO.

WATER-HEATER	RANGE	SPACE-HEATER	BASEMENT FURNACE	COUNTER-FLOW FURNACE	FLOOR-FURNACE	HORIZONTAL FURNACE	WALL-FURNACE	BOILER	CONVERSION BURNER

Repair san. sewer.



CONTRACTOR

CONTRACTOR

D. Thompson 472-8829

BUILDING INSPECTION RECORD

BUILDING ADDRESS <u>938 McKinley Rd.</u>		OWNER		ZONE	
East		OWNER'S ADDRESS			
BUILDING PERMIT		PLUMBING PERMIT		INSPECTION	
DATE	NO.	DATE	NO.	BUILDING	FINAL
NATURE OF WORK				PLUMBING	
FOUNDATION				ROUGH	
				FINAL	
				HEATING	
FRAMING				FINAL	
				SEWER OR SEPTIC TANK	
				5-17-84	
CONTRACTOR		CONTRACTOR			

BUILDING INSPECTION RECORD

Bldg. Address 942 McKinley RD	Owner:	Perm. C.O. _____
ZONE:	Address:	Date Issued _____
ENERGY: TEC _____ WSEC _____	Phone:	ZONE:
BUILDING PERMIT	PLUMBING PERMIT	MECHANICAL PERMIT
Permit No./Date:	Permit No./Date:	Permit No./Date:
Val/Descr. of Work:	WC _____ TUB _____ BASIN _____ SINK _____	For:
	AWM _____ WH _____ FLR DR _____ SHWR _____	
	URIN _____ ADW _____ BWV _____ PRV _____	Ht Pump _____ A/A Ht Exch _____ Ht Type _____
	OTHER _____	Contractor:
Contractor: City of Tacoma I & I	Contractor:	Phone:
Address: 2201 Portland AVE	Phone:	INSPECTIONS
Phone: 502-2127	INSPECTIONS	Duct Work:
INSPECTIONS	Ground Work:	Rough:
Foundation:	Rough:	
Framing:		
ENERGY:		
FINAL:	FINAL:	FINAL:

SANITATION PERMIT

Bldg. Address 942 McKinley RD

SEWER OR SEPTIC TANK DIAGRAM

SUPPLEMENTAL INSP. RECORD

Date 5-4-05

Permit No. _____

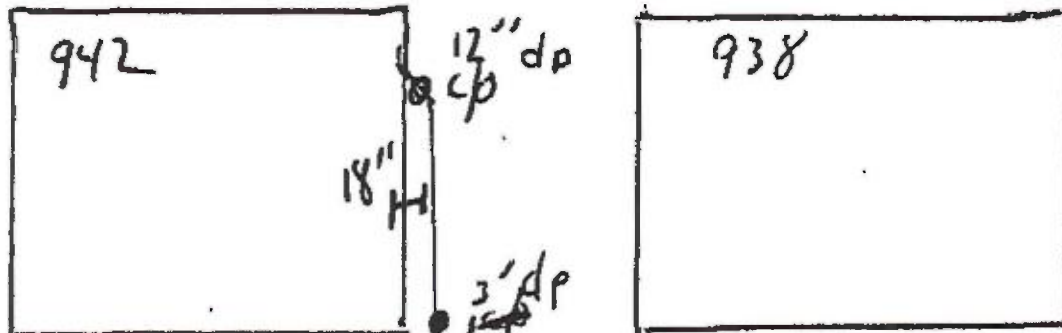
BUILDING:

SPRINKLER:

ENERGY:

PLUMBING:

MECHANICAL:



McKinley RD

7 dp main

Inspected: _____

Date _____

By _____

Contractor

City of Tacoma T & I

Sewer Maintenance Section

RISER — LATERAL REPORT

942 McKinley Rd.

5-6-05

Address

Date

158' EAST OF DOWN STREAM M.H. 6769534

Riser Location

8" CLAY main 7' deep No top Bend No Riser Involved

Riser

CC06-1

Replaced Service

Repaired

Should riser be replaced from bends to property line?

W.O. 61-10932

Yes

No

Type of surface over lateral?

Seg. 626822

Concrete

Asphalt

Gravel

Dirt

Approximate number of feet from bends to P/L?

68 feet

Does lateral go under curb, sidewalk, or driveway before reaching P/L?

Yes

No

Lateral is what type of material?

MAY 19 2005

Concrete Pipe

Terra Cotta Pipe

Plastic Pipe

Condition of lateral? Installed New PVC Lateral

OK

Poor

Comments

Dug to Set New Service & Re-Rode Lateral

Leadman

Gene Ryan

SANITATION RECORD

BUILDING ADDRESS: 944 E. MCKINLEY

PERMIT NUMBER:

DATE ISSUED: 5-4-2022



CITY OF TACOMA - Environmental Services

SIDE SEWER DRAWINGS

CONTRACTOR:

COT

INSPECTED BY:

C. DEARTH

DATE INSPECTED:

5-4-2022

COMMENTS:

VIDEO TRACE (YorN):

DRAWN BY:

C. DEARTH

Water/Air Test

Pass / Fail / NA

Not applicable = Spst repair too short to test

Compaction Test

Yes / No

Trench Compaction Required within City Right-of-Way (from back of walk to back of walk)

LEGEND:

COTG = Cleanout to grade

C/O = Clean-out

Fernco Coup

CI = Cast Iron

CIPP = Cured In Place Pipe

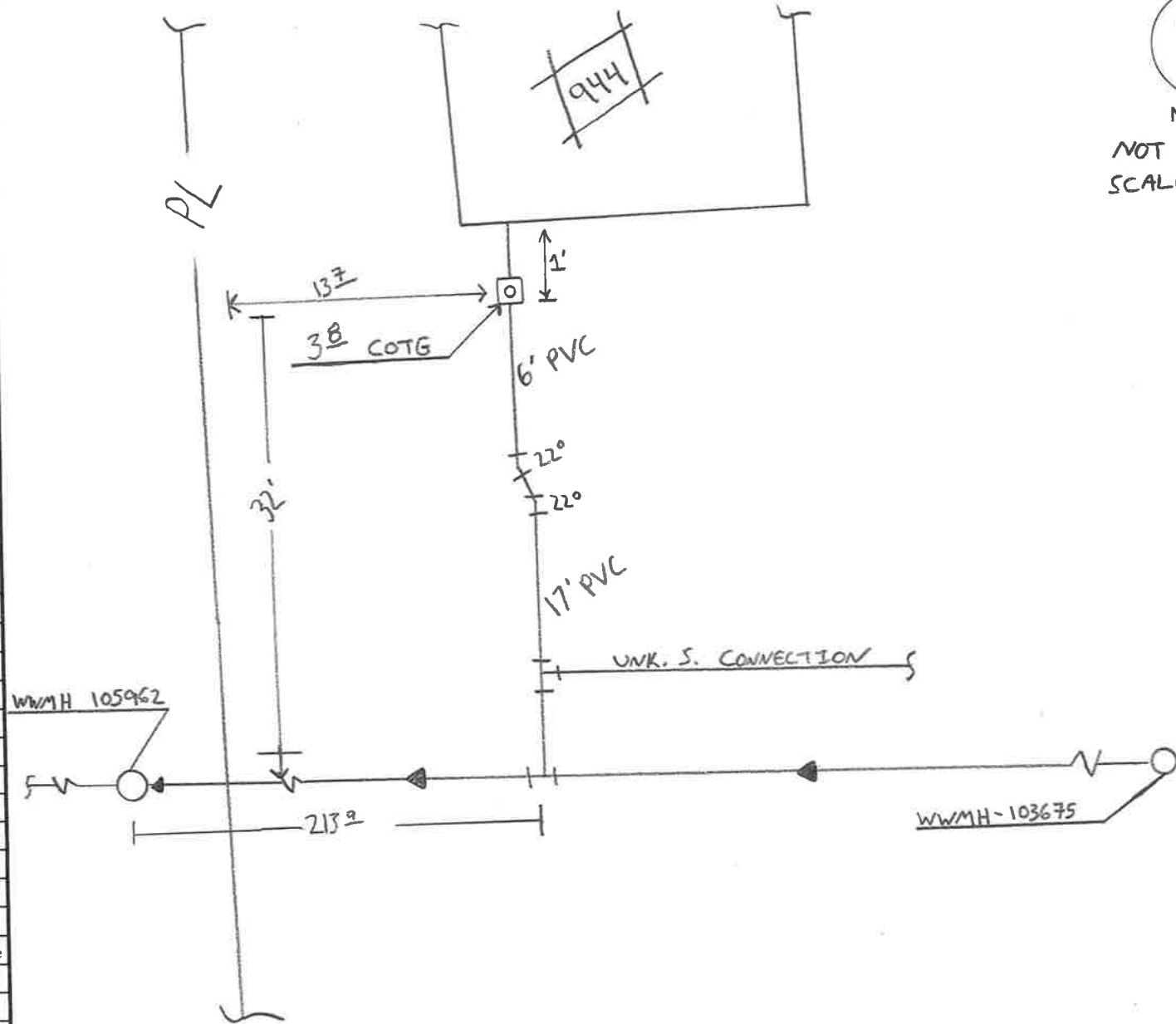
CTP = Clay Tile Pipe

HDPE = Hi-Density Polyethylene

() NEW

() REPAIR

() OTHER



NORTH

NOT TO SCALE

Building Address: 948 E McKinley Road

Mainline Station: N/A

Contractor: COT

E. McKinley Road

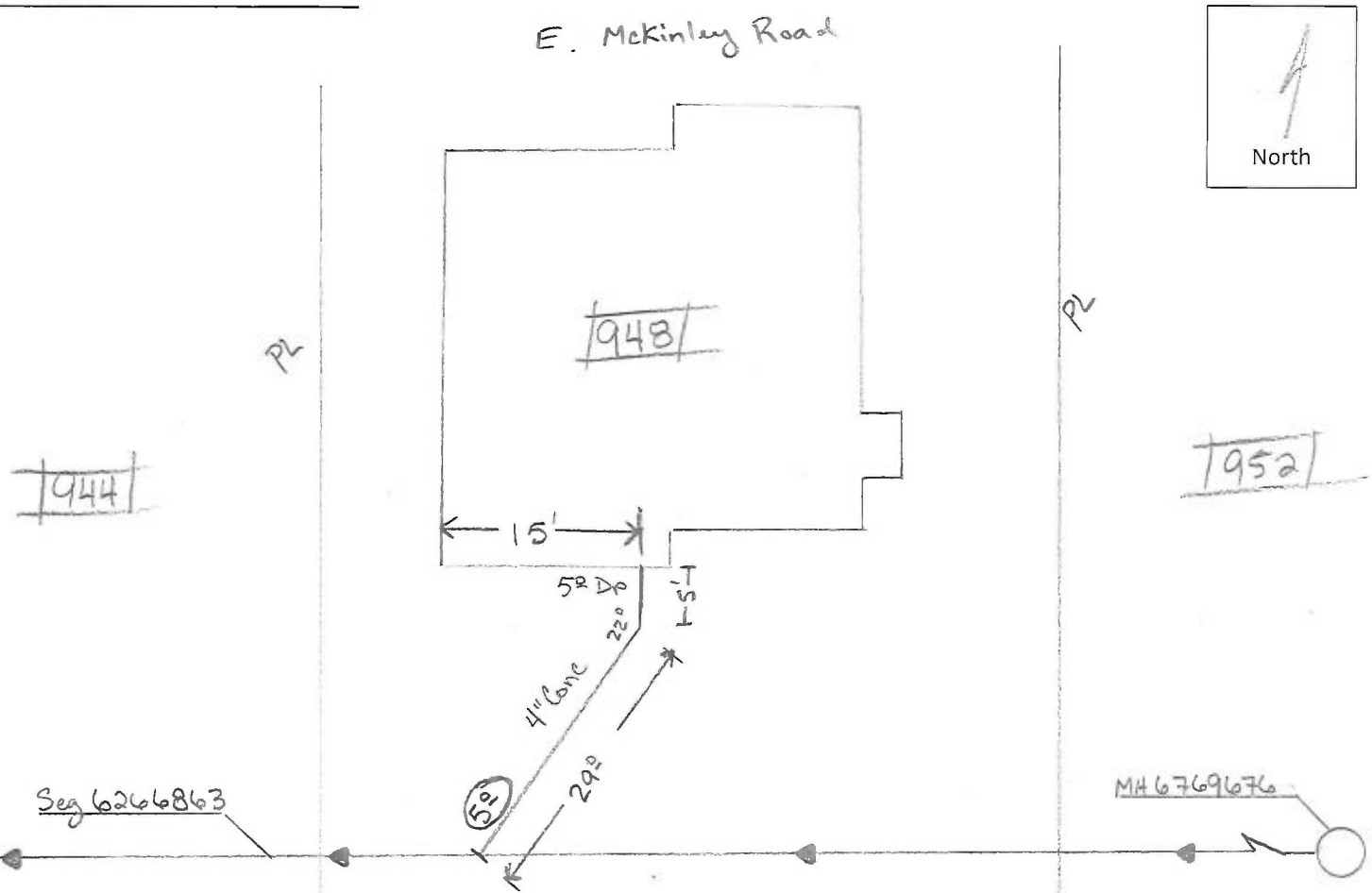
Inspected By: Jay Hamley
 Date Inspected: 4/16/2020
 Water Test: Pass { } Fail { } N/A {}
 Air Test: Pass { } Fail { } N/A {

Legend

C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete

_____ Structure EX _____
 _____ Shoring _____
 _____ 6" PVC _____
 _____ 6" C900 _____
 _____ R&R Unsuitable _____
 Sewer C/O in basement

Comments:



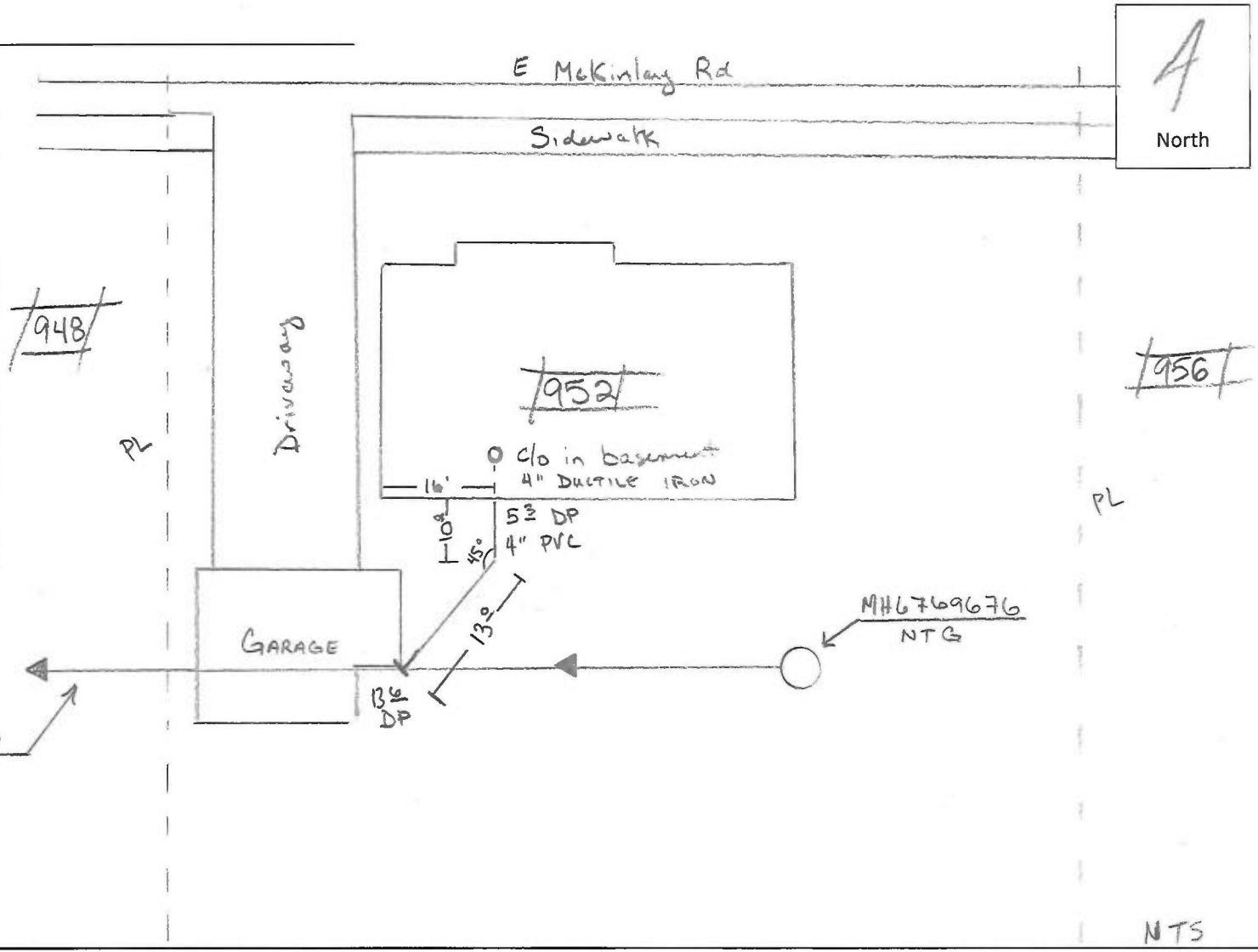
Building Address: 952 E McKinlay Rd

Mainline Station: _____

Contractor: COT

Inspected By: Jay H.
 Date Inspected: 2020
 Water Test: Pass { } Fail { } N/A {~~x~~}
 Air Test: Pass { } Fail { } N/A {~~x~~}

Legend
 C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete



Comments:

BUILDING INSPECTION RECORD

BUILDING ADDRESS 901 East Wright		OWNER										ZONE	
		OWNER'S ADDRESS											
BUILDING PERMIT		PLUMBING PERMIT										INSPECTION	
DATE	NO.	DATE					NO.					BUILDING	FINAL
NATURE OF WORK												PLUMBING	
FOUNDATION												ROUGH	
												FINAL	
												HEATING	
FRAMING												FINAL	
												SEWER OR SEPTIC TANK	
												7-3-84	
CONTRACTOR		CONTRACTOR											

Project Name: _____

Plan Sheet: _____ of _____

Specification No.: _____

Building Address: 905 E Wright Ave

Mainline Station: _____

Contractor: _____

Inspected By: M Sanders

Date Inspected: 1/7/20

Water Test: Pass { } Fail { } N/A { }

Air Test: Pass { } Fail { } N/A { }

Legend

C/O= Clean Out

NFC= Neoprene Flex Coupler

CI= Cast Iron

DI= Ductile Iron

Conc.= Concrete

____ Structure EX _____

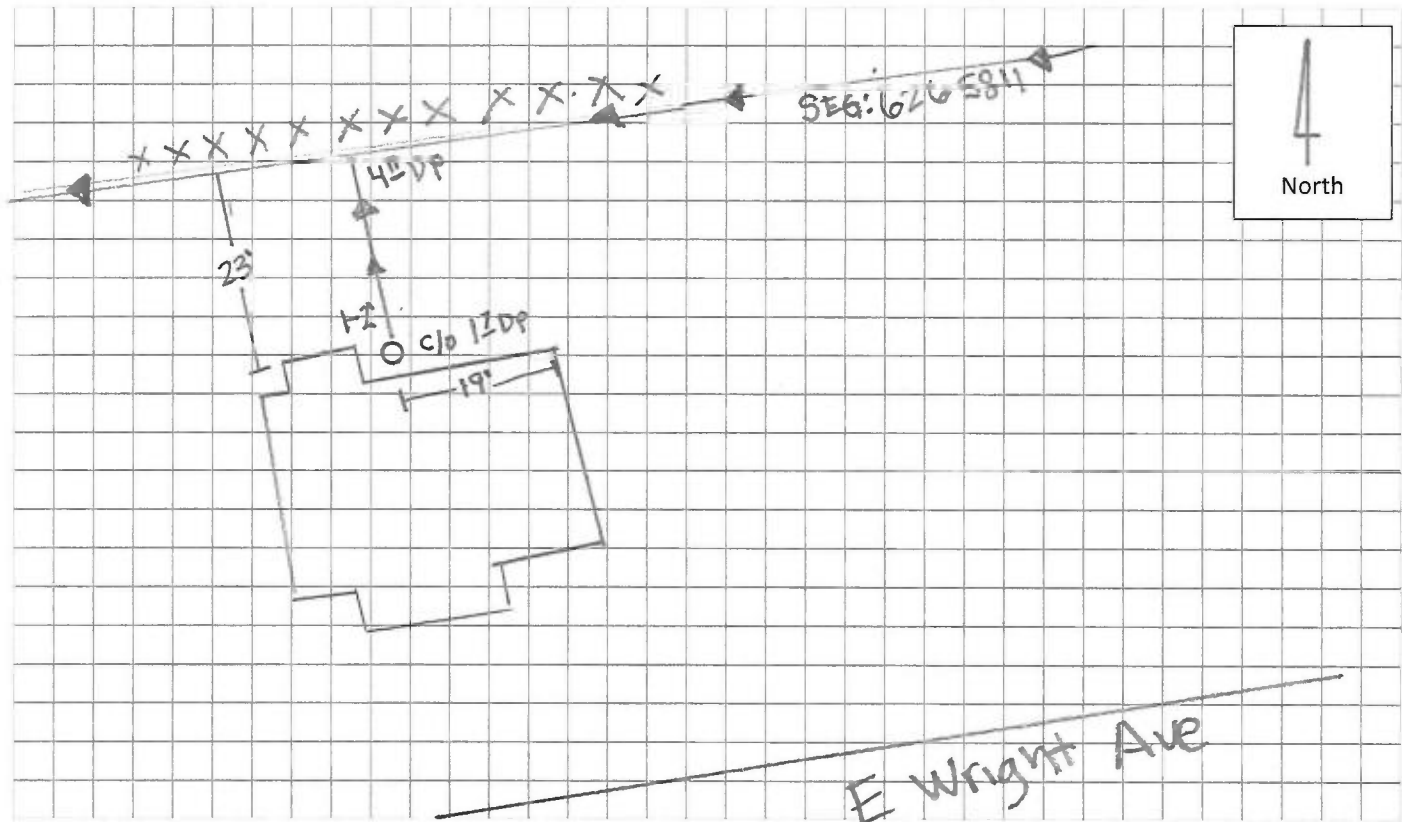
____ Shoring _____

____ 6" PVC _____

____ 6" C900 _____

____ R&R Unsuitable _____

____ Sewer C/O _____

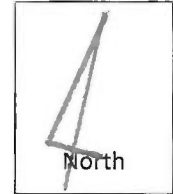


Comments: _____

Building Address: 909 E Wright Ave

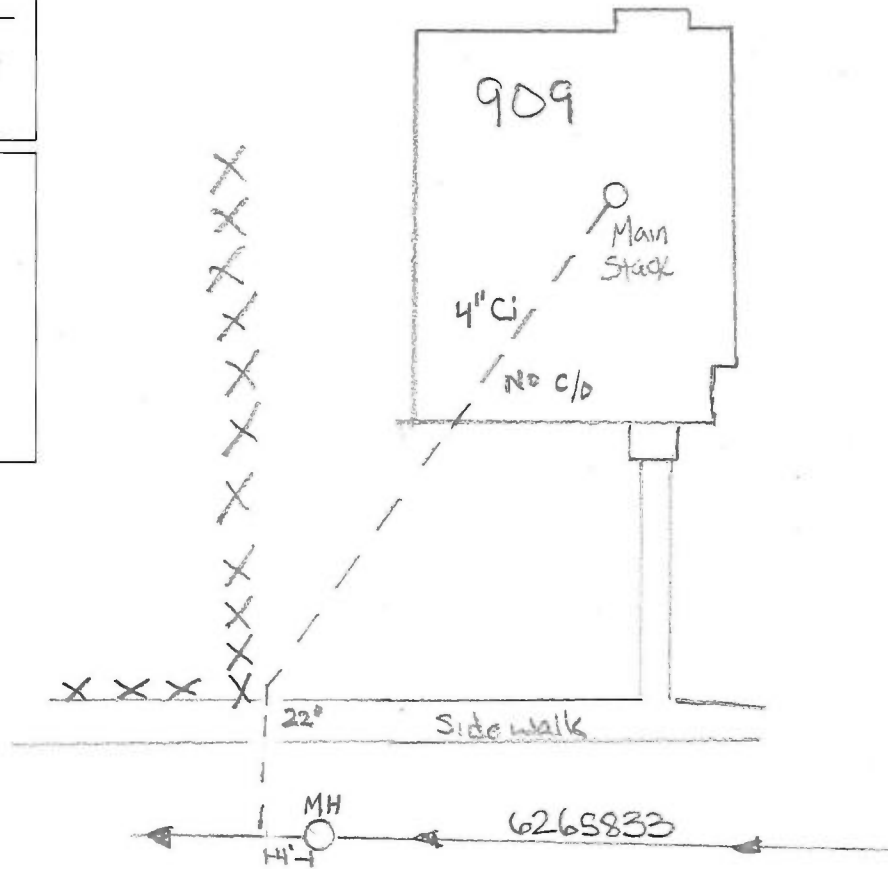
Mainline Station: _____

Contractor: _____



Inspected By: M Sanders
 Date Inspected: 2/4/20
 Water Test: Pass { } Fail { } N/A { }
 Air Test: Pass { } Fail { } N/A { }

Legend
 C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete



Comments:

NOT TO SCALE

Project Name: _____

Plan Sheet: _____ of _____

Specification No.: _____

Building Address: 915 E Wright Ave

Mainline Station: _____

Contractor: _____

Inspected By: M Sanders

Date Inspected: 1/7/20

Water Test: Pass { } Fail { } N/A { }

Air Test: Pass { } Fail { } N/A { }

Legend

C/O= Clean Out

NFC= Neoprene Flex Coupler

CI= Cast Iron

DI= Ductile Iron

Conc.= Concrete

Structure EX _____

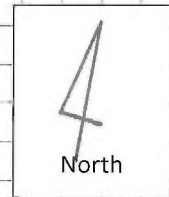
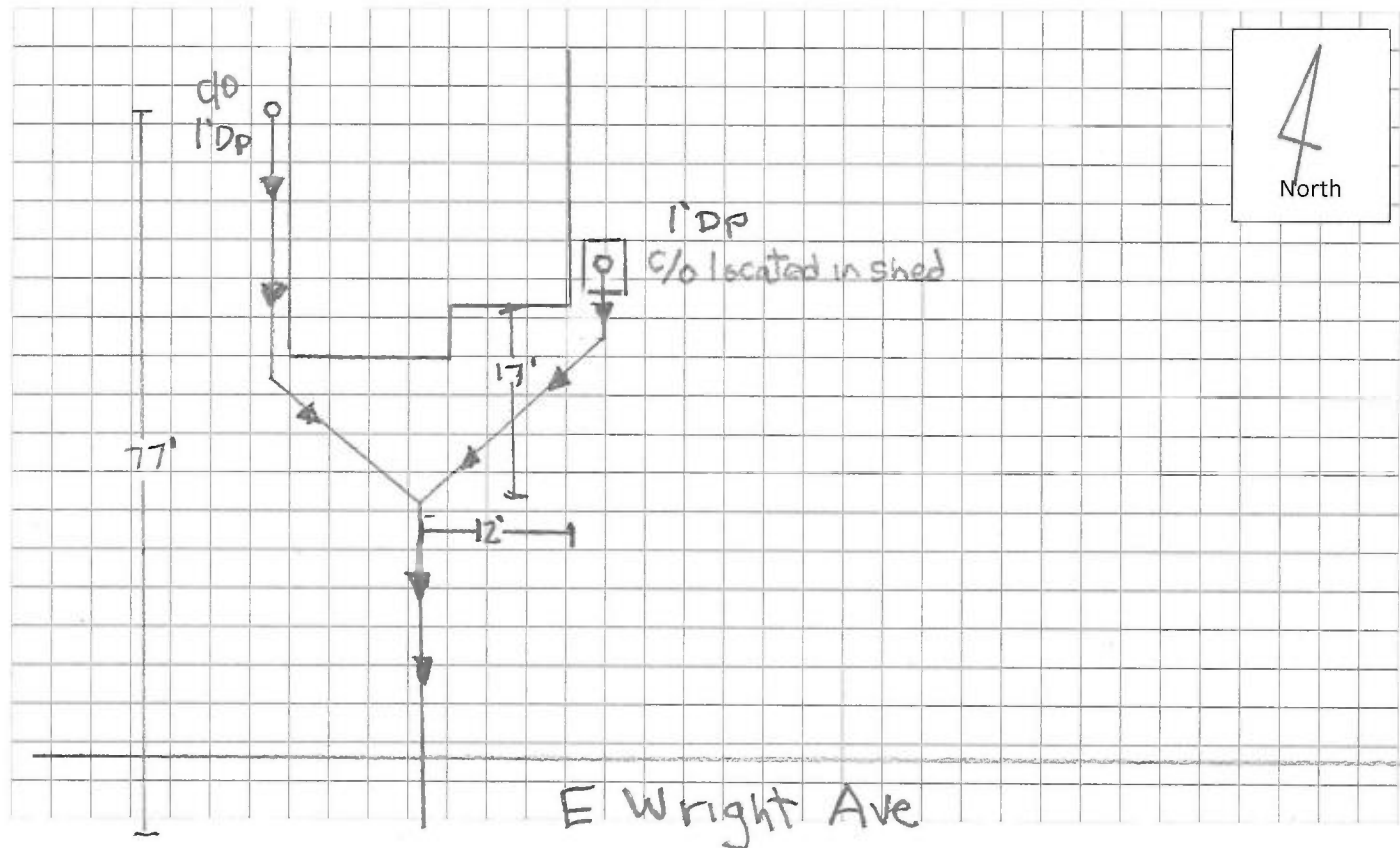
Shoring _____

6" PVC _____

6" C900 _____

R&R Unsuitable _____

Sewer C/O _____



Comments: _____

Building Address: 921 E Wright Ave.

Mainline Station: N/A

Contractor: City of Tacoma

Inspected By: Jay Henley
 Date Inspected: 2/7/2020
 Water Test: Pass { } Fail { } N/A {X}
 Air Test: Pass { } Fail { } N/A {X}

Legend
 C/O= Clean Out
 NFC= Neoprene Flex Coupler
 Ci= Cast Iron
 DI= Ductile Iron
 Conc.= Concrete

____ Structure EX
 ____ Shoring
 ____ 6" PVC
 ____ 6" C900
 ____ R&R Unsuitable
 ____ Sewer C/O

Comments:

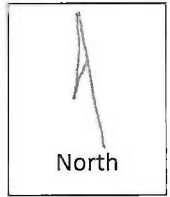
Dye test confirmed connection.

MH 6769524

E Wright Ave.

WW Conveyance 626 5833

No C/O confirmed connection via dye test.



Project Name: _____

Plan Sheet: _____ of _____

Specification No.: _____

Building Address: 925 E Wright Ave

Mainline Station: _____

Contractor: _____

Inspected By: M Sanders

Date Inspected: 1/7/20

Water Test: Pass { } Fail { } N/A { }

Air Test: Pass { } Fail { } N/A { }

Legend

C/O= Clean Out

NFC= Neoprene Flex Coupler

CI= Cast Iron

DI= Ductile Iron

Conc.= Concrete

_____ Structure EX _____

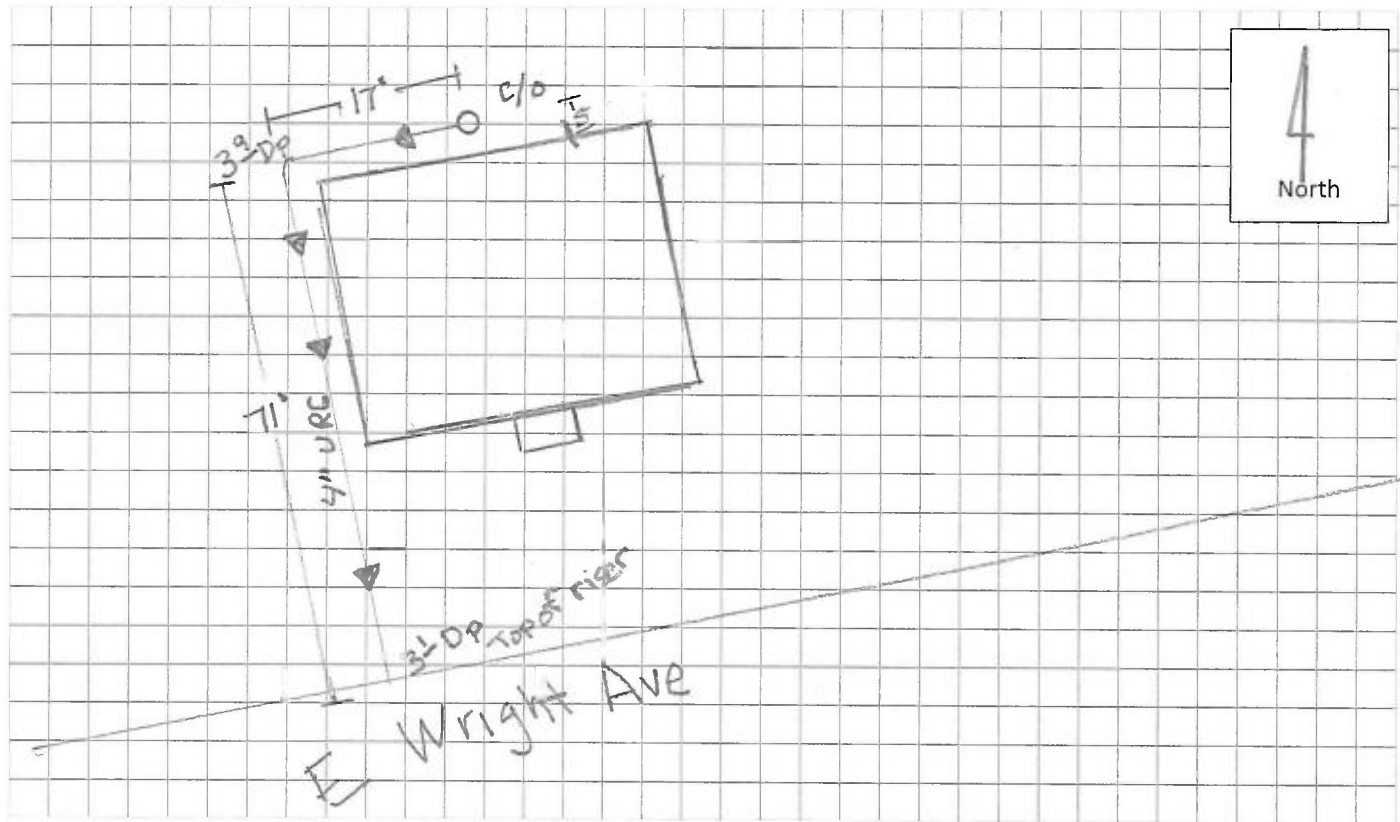
_____ Shoring _____

_____ 6" PVC _____

_____ 6" C900 _____

_____ R&R Unsuitable _____

_____ Sewer C/O _____



Comments: _____

BUILDING ADDRESS: 933 EAST WRIGHT STREET

SAP NUMBER: 400000982223

DATE ISSUED: 9/29/06

SANITATION RECORD



CITY OF TACOMA - Construction Division

SIDE SEWER DRAWING

CONTRACTOR:

TW CASCADE

INSPECTED BY:

N. DONDETTI

DATE INSPECTED:

10/2/06

COMMENTS:

TO BE CONNECTED
TO HOUSE AT
LATER DATE

PATCH

STATUS:

NEW

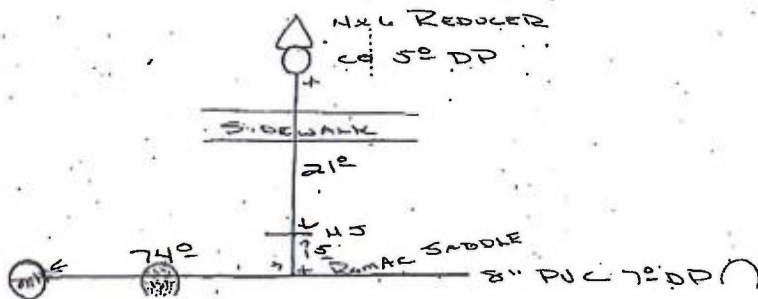
REPAIR

OTHER



NORTH

933



SANITATION RECORD

BUILDING ADDRESS: 933 EAST WRIGHT

SAP NUMBER: 400000 92952

DATE ISSUED: 4/4/07



CITY OF TACOMA - Construction Division

SIDE SEWER DRAWING

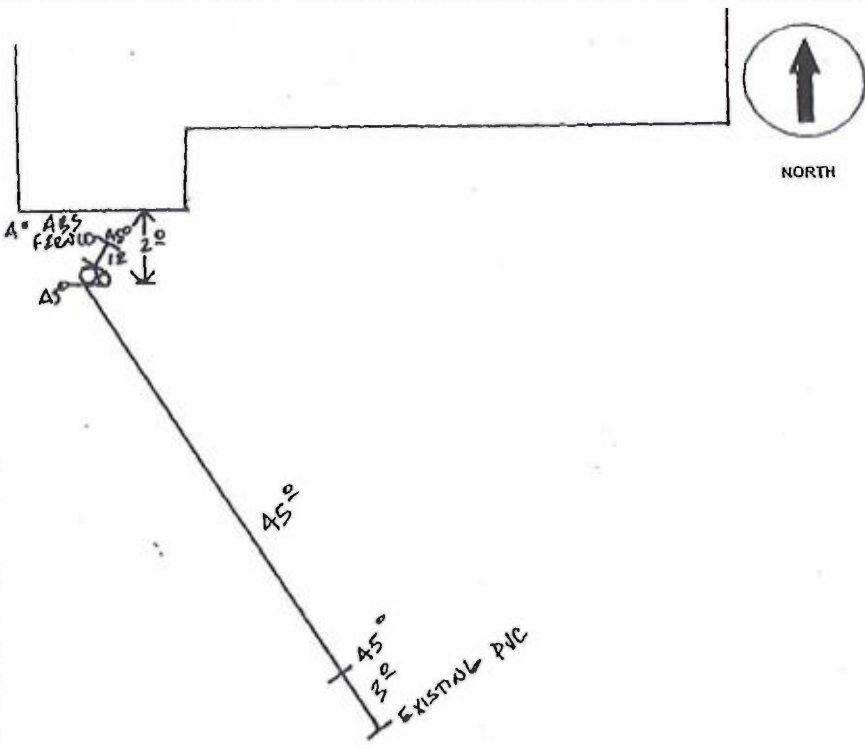
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CONST.

INSPECTED BY: VONSETTI

DATE INSPECTED: 4/6/07

COMMENTS:

STATUS:
 NEW
 REPAIR
 OTHER



BUILDING ADDRESS: 937 EAST WRIGHT STREET

SAP NUMBER: 400000 81256

DATE ISSUED: 9/18/06

SANITATION RECORD



CITY OF TACOMA - Construction Division

SIDE SEWER DRAWING

CONTRACTOR:

T.W. CASCADE

INSPECTED BY:

N. J. DANDETTI

DATE INSPECTED:

10/2/06

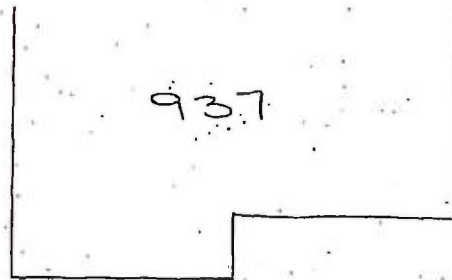
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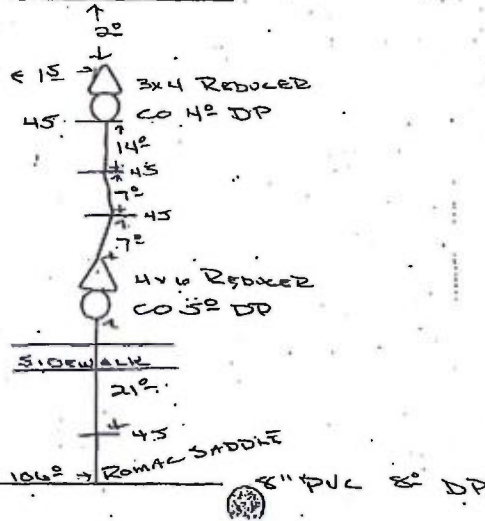
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REPAIR

OTHER



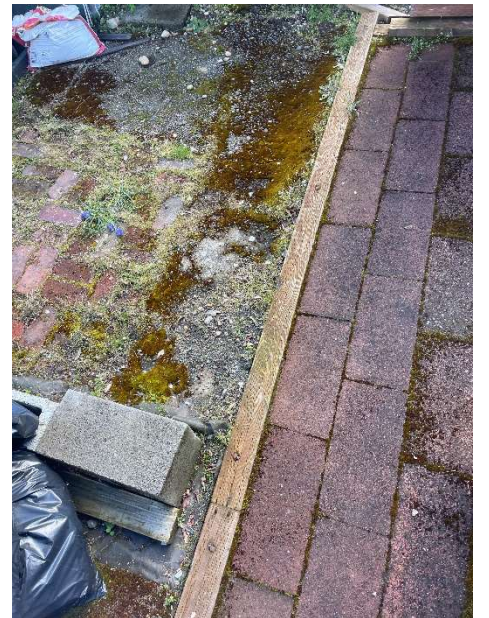
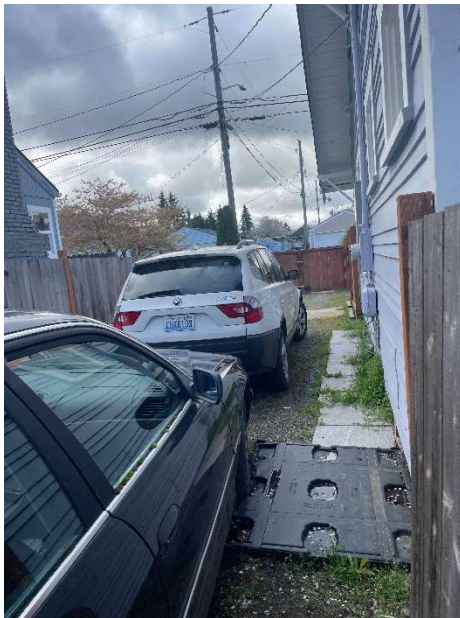
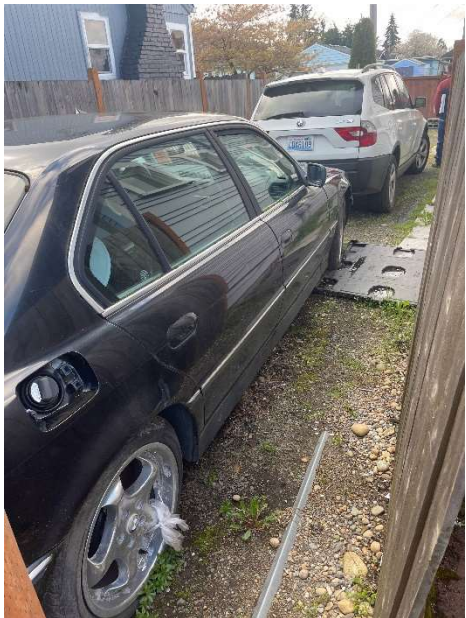
NORTH



APPENDIX C

PRIVATE PROPERTY PICTURES

905 Wright Ave

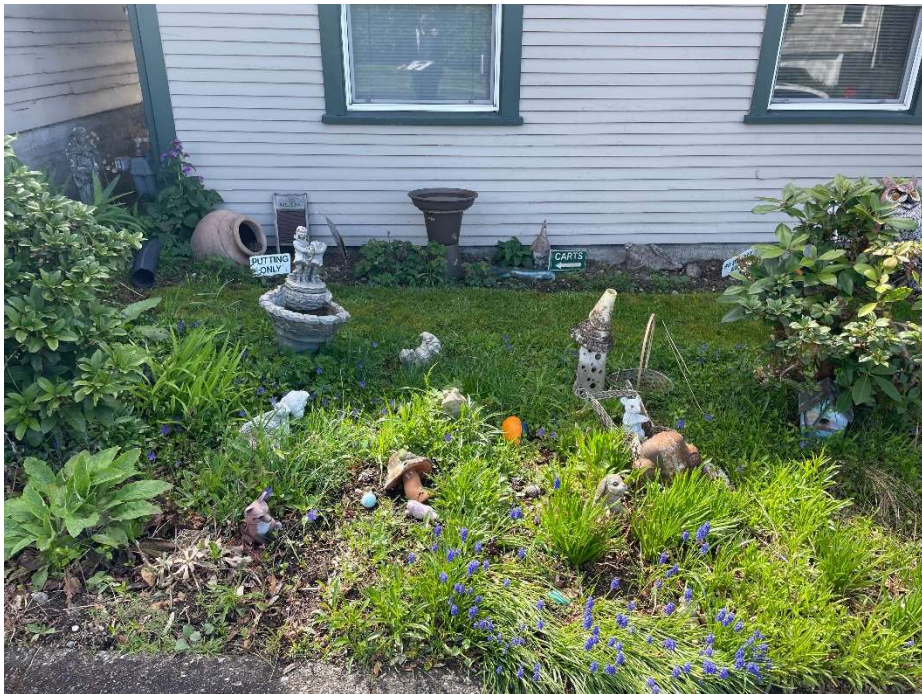






906 McKinley Rd

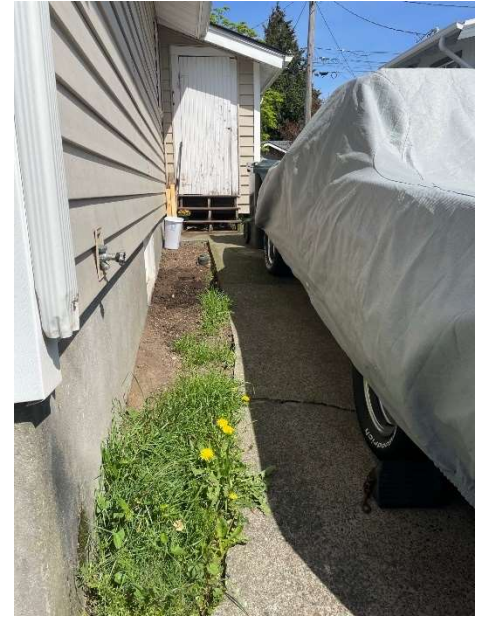






934 McKinley Rd











938 McKinley Rd



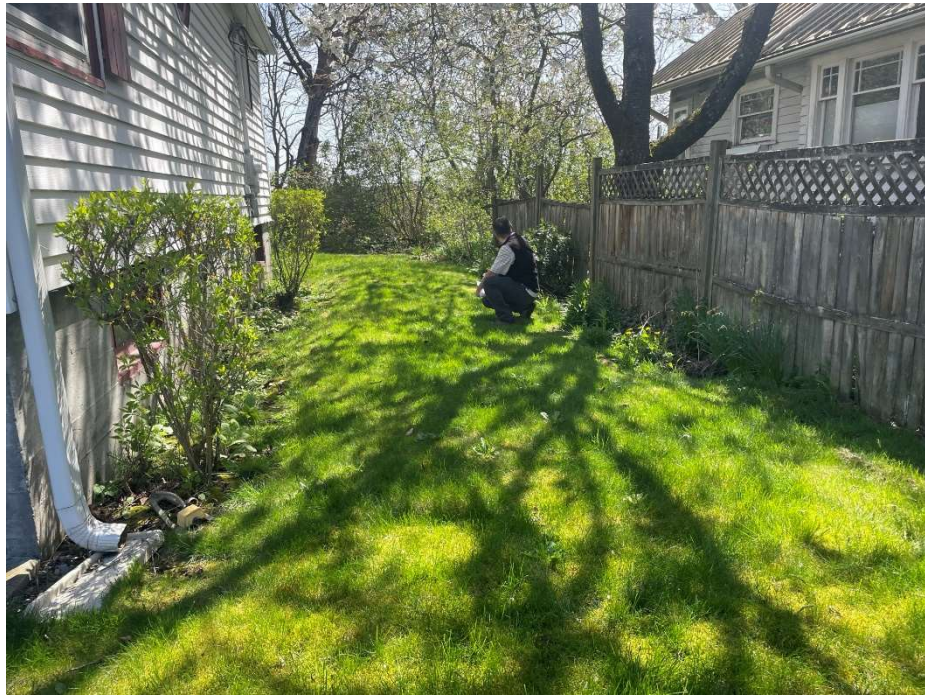


944 McKinley Rd





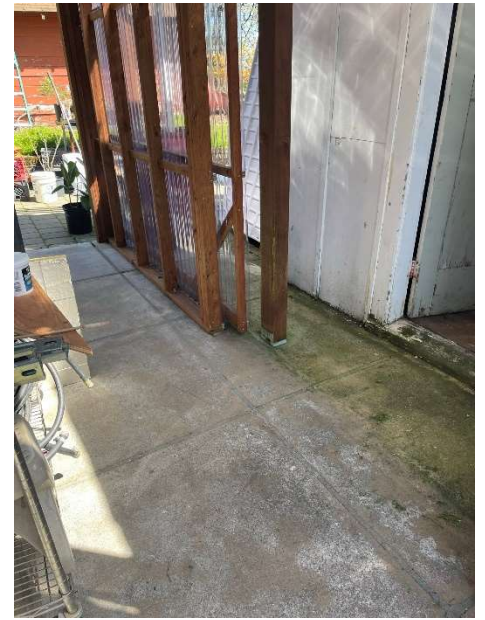
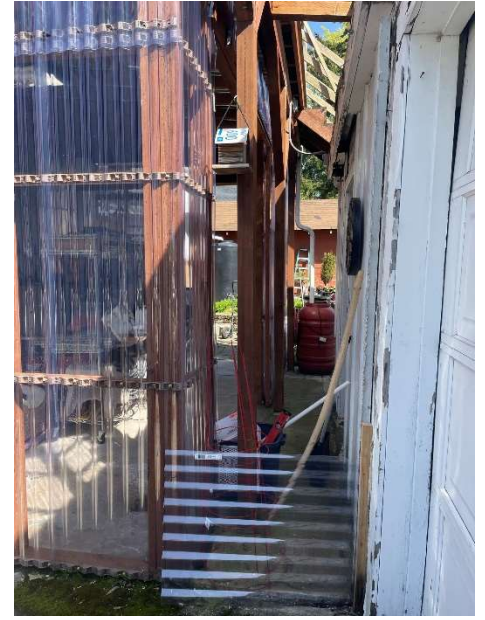
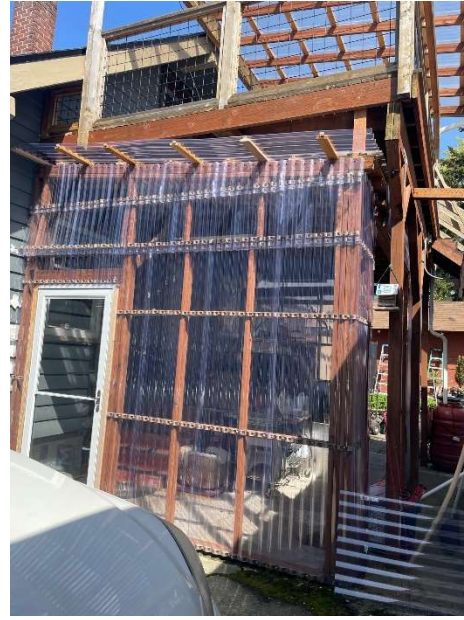
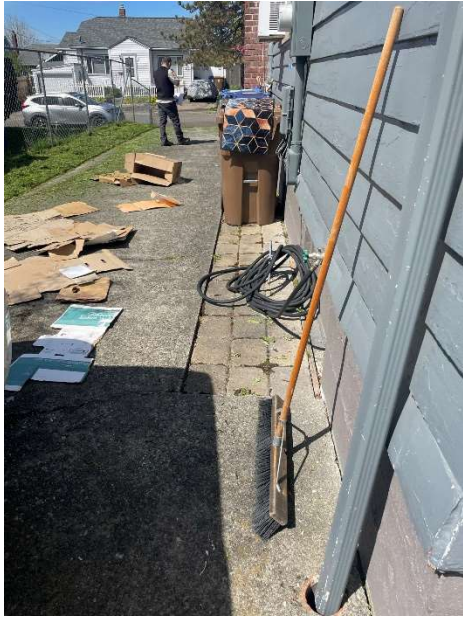
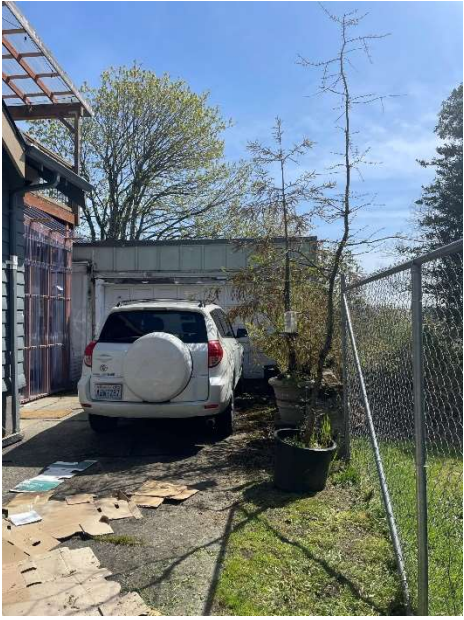
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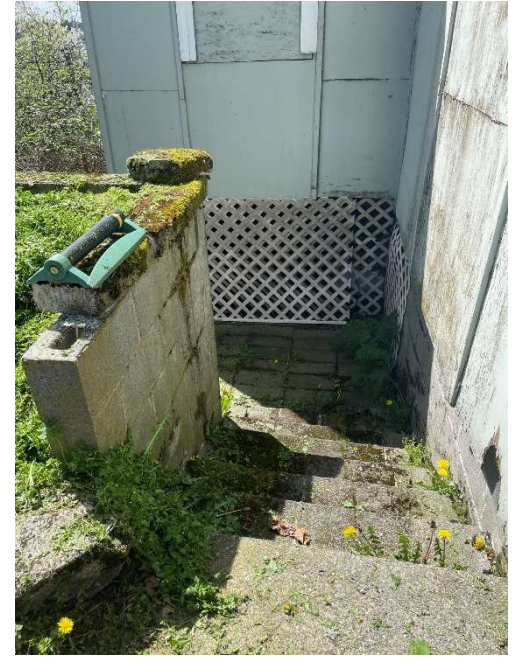
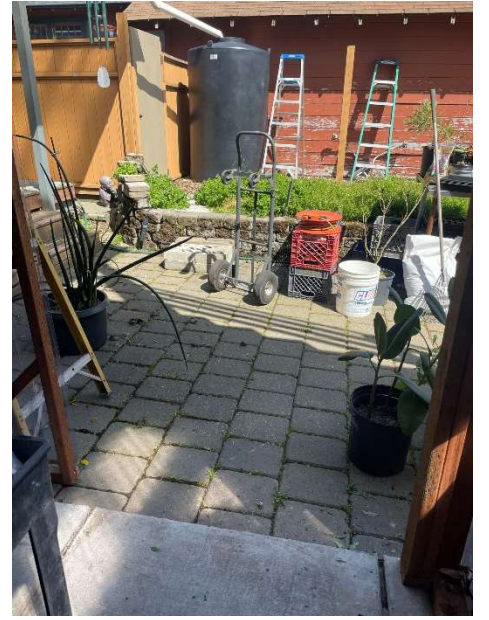




952 McKinley Rd

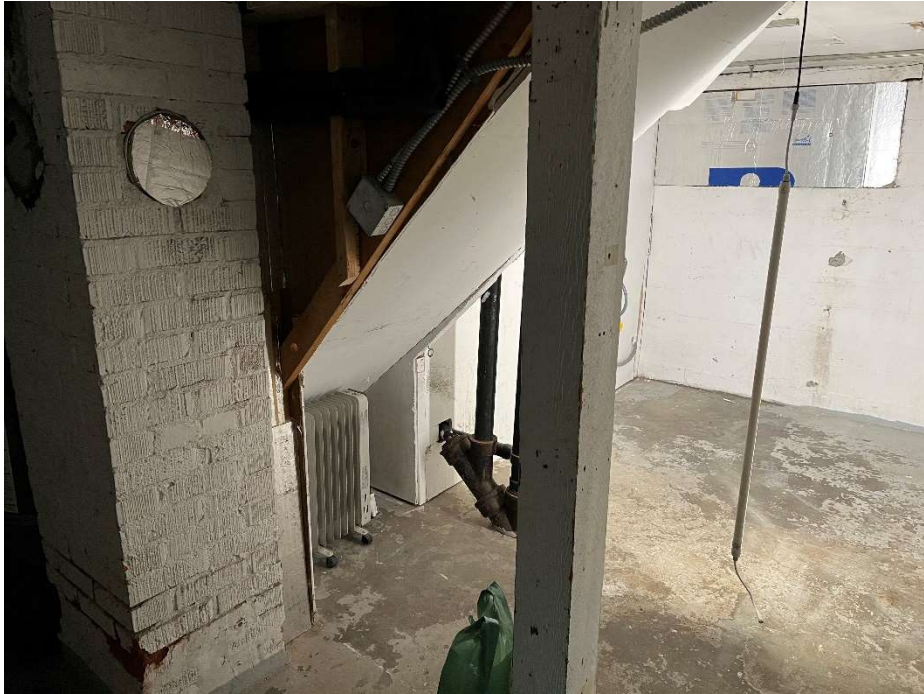












APPENDIX D

ARBORIST MEMORANDUM

Memorandum

To: City of Tacoma c/o Jordan Ennis, P.E.
Site: 924 and 948 E McKinley Rd, Tacoma, WA 98404
Re: Tree Assessment for Potential Impacts of Sewer Line Installation
Date: October 18, 2023
Project Arborist: Haley Sonerholm,
ISA Board Certified Master Arborist, Municipal Specialist PN-7512BM
ISA Qualified Tree Risk Assessor
Attached: Marked-up copy of 924 and 948 Plan Sheets, pulled from 60% design set,
provided by Jordan Ennis

Summary

This memo documents the site inspection by Haley Sonerholm, of Tree Solutions Inc, on October 4, 2023. I was asked to visit the two properties located at 924 and 948 E McKinley Rd, in Tacoma, WA, to evaluate privately-owned trees for potential impacts from a proposed sewer line installation. I assessed four trees total; tree 1 was technically located at 944 E McKinley Rd, but the proposed sewer line and associated root impacts are proposed to occur on the 948 property to the east. Trees 2, 3, and 4 were located at 924 E McKinley Rd.

In my opinion, while there would be significant impacts to roots from Tree 1, it is possible to retain this tree. I am recommending that Trees 2, 3, and 4 be removed to accommodate the proposed project.

Observations and Discussion

Tree 1

I measured this cherry (*Prunus* sp.) tree at 17 inches in diameter at standard height (DSH). It appeared to be in fair health and good structural condition at the time of my assessment. The canopy was slightly sparse, and I noted signs of insect activity including frass and gummosis on the trunk. Tree 1 was roughly 20 feet tall and positioned 14 feet west of the 948 house; it was technically growing on the 944 property, but very close to the property line. It is possible that this tree is technically shared between the two properties.

I observed surface roots throughout the side yard between the tree and the 948 house (see Figure 1). The proposed sewer line would require significant-sized roots from this tree to be severed. This would likely result in negative health impacts, causing further health decline, however, I believe it is unlikely that the tree would become destabilized. Due to the relatively stout form of the tree and the way it is protected between the two houses, it is unlikely that forces applied to the tree would exceed the strength of the portion of the root system which remains intact.

According to the owner, the 948 house was built in 1939. Based on its appearance, I assume the 944 house is of similar age. Therefore, Tree 1 has grown in the space between these houses with little to no notable root disturbance (i.e. root severing; I did note surface wounds on two roots). It likely has roots beyond what is visible at the soil surface extending out in all directions from the base of the tree.

The roots I observed at the soil surface had a branching structure. In order to minimize the amount of root loss, I recommend hand-digging at the closest extent of excavation that would be required for the sewer line, to carefully reveal the root structure. There are surface roots present which run north to south, parallel the proposed sewer line, between the base of Tree 1 and proposed disturbance (see Photo 1). It would be ideal for these roots to remain intact if possible. A main structural root extends directly east from the tree base (see Photo 2); it will be important to carefully reveal the structure of this root as it moves toward the proposed sewer line location, so that if it branches somewhere in between, a cut can be made to retain as much of the root as possible.

It is advisable to carry out this root exploration using hand tools ahead of the rest of the site work activity, that way, if needed, I can review photos of the root structure or possibly visit the site with the roots uncovered to consult on exact cut locations that will minimize negative impact to the tree.

Trees 2, 3, and 4

I measured these Leyland cypress (*Cupressus x leylandii*) trees at 11.3, 12.7, and 13.5 inches DSH, respectively. All three trees were in good health and fair structural condition at the time of my inspection. Again, it appeared these trees were technically located on the property to the west (920 E McKinley Rd), but proposed impacts would be on the 924 property.

Based on my observations, these trees were planted too close together, to achieve an immediate privacy screen between the two properties; this is common for Leyland cypress. They have since grown to be quite crowded and function as a shared canopy (see Photo 3).

These trees were not shown on the provided plan sheets (neither was Tree 1), but it looks like the proposed sewer line installation would take place as close as possibly only a foot or so from the base of Tree 2. I am recommending removal of all three trees.

Due to the tall slender form of these trees, I am concerned about the potential for destabilization if they were to be retained and have roots cut at such close proximity. Tree 4 could possibly be retained at that distance if it was a standalone tree, adapted to holding itself up, however, these three trees have grown to function as one shared canopy, and if Trees 2 and 3 were removed I would be concerned about the ability of Tree 3 to remain stable on its own.

Recommendations

- Using hand tools, carefully excavate roots from Tree 1 to reveal structure of roots located along closest extent of excavation required for sewer line. Optional to share photos or have me visit the site again with roots revealed to advise on exact cut locations.
- Minimize size and number of root cuts to the greatest extent possible. Cut roots cleanly using a sharp tool and cover back up with soil as soon as possible to avoid desiccation.
- Remove Trees 2, 3, and 4.

Respectfully submitted, Haley Sonerholm

Appendix A Figures and Photos

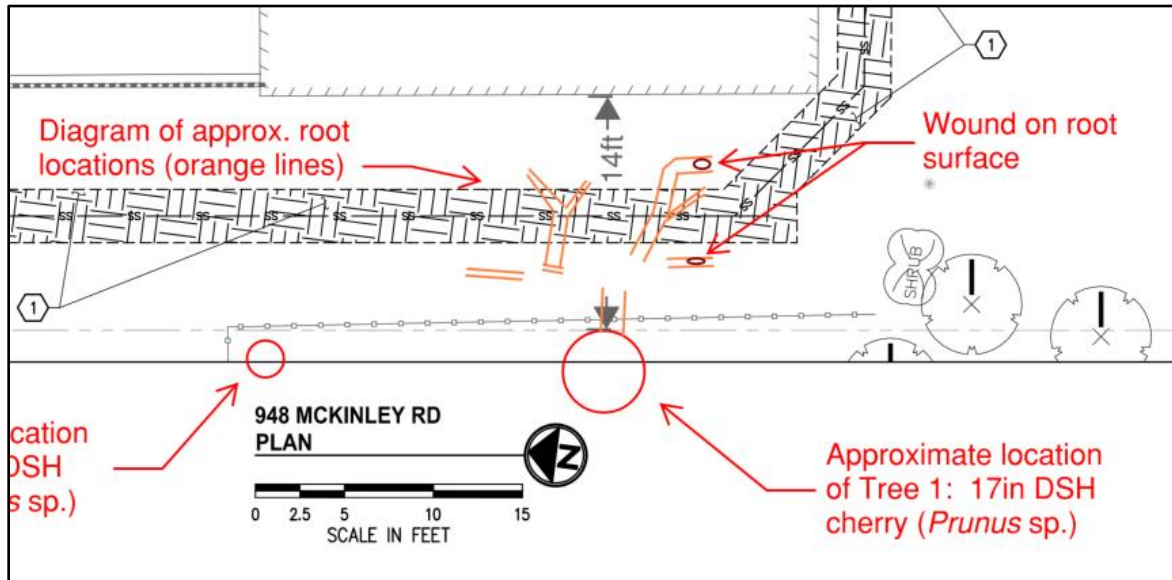


Figure 1: Snapshot of marked-up 948 plan sheet (attached) showing diagram of approximate root locations from Tree 1 in 948 E McKinley Rd side yard.



Photo 1: Probe in foreground points to one of the Tree 1 roots running parallel to proposed sewer line.



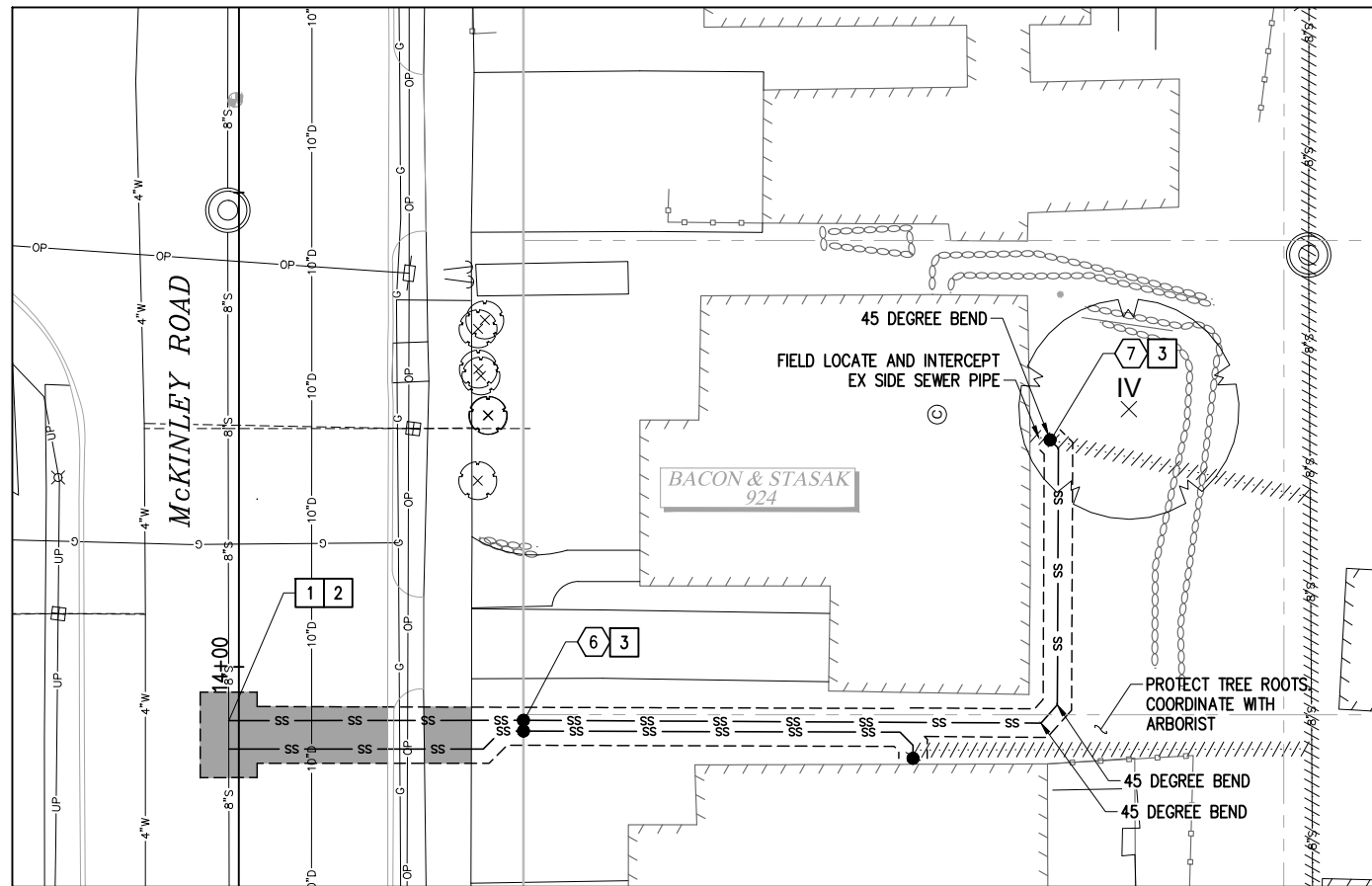
Photo 2: Structural root extending from base of Tree 1 east toward proposed sewer line/948 house.



Photo 3: Trees 2, 3, and 4 (right to left) were planted too close together; they function as a shared canopy.

Appendix B Assumptions & Limiting Conditions

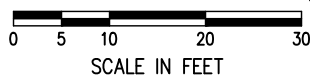
- 1 Consultant assumes that the site and its use do not violate, and is in compliance with, all applicable codes, ordinances, statutes or regulations.
- 2 The consultant may provide a report or recommendation based on published municipal regulations. The consultant assumes that the municipal regulations published on the date of the report are current municipal regulations and assumes no obligation related to unpublished city regulation information.
- 3 Any report by the consultant and any values expressed therein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specific value, a stipulated result, the occurrence of a subsequent event, or upon any finding to be reported.
- 4 All photographs included in this report were taken by Tree Solutions, Inc. during the documented site visit, unless otherwise noted. Sketches, drawings and photographs (included in, and attached to, this report) are intended as visual aids and are not necessarily to scale. They should not be construed as engineering drawings, architectural reports or surveys. The reproduction of any information generated by architects, engineers or other consultants and any sketches, drawings or photographs is for the express purpose of coordination and ease of reference only. Inclusion of such information on any drawings or other documents does not constitute a representation by the consultant as to the sufficiency or accuracy of the information.
- 5 Unless otherwise agreed, (1) information contained in any report by consultant covers only the items examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, climbing, or coring.
- 6 These findings are based on the observations and opinions of the authoring arborist, and do not provide guarantees regarding the future performance, health, vigor, structural stability or safety of the plants described and assessed.
- 7 Measurements are subject to typical margins of error, considering the oval or asymmetrical cross-section of most trunks and canopies.
- 8 Tree Solutions did not review any reports or perform any tests related to the soil located on the subject property unless outlined in the scope of services. Tree Solutions staff are not and do not claim to be soils experts. An independent inventory and evaluation of the site's soil should be obtained by a qualified professional if an additional understanding of the site's characteristics is needed to make an informed decision.
- 9 Our assessments are made in conformity with acceptable evaluation/diagnostic reporting techniques and procedures, as recommended by the International Society of Arboriculture.



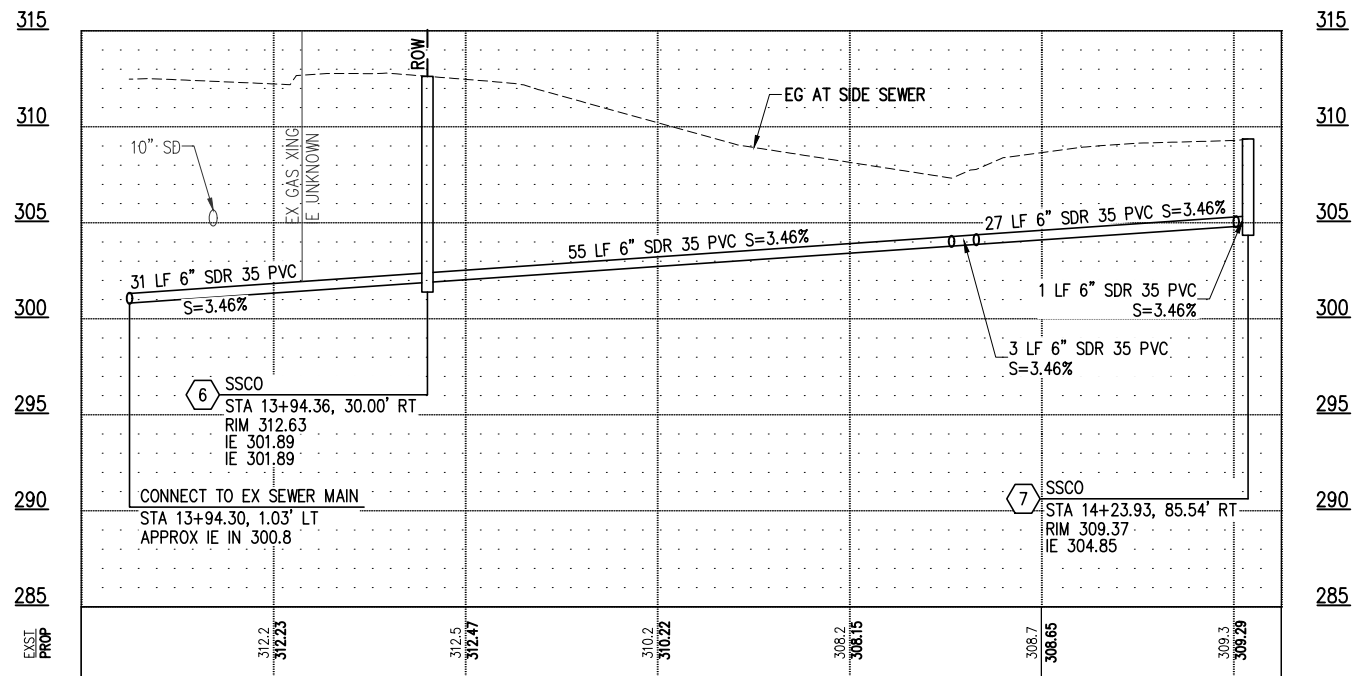
924 MCKINLEY RD

PLAN

1" = 10'



SCALE IN FEET



SIDE SEWER PROFILE

HOR: 1"=10' VER: 1"=5'

CONSTRUCTION NOTES

- 1 CONNECT TO EXISTING SEWER MAIN PER COT STANDARD PLAN SU-23.
- 2 CONSTRUCT 6" DIA SDR 35 PVC SIDE SEWER PER THE COT SIDE SEWER AND SANITARY SEWER AVAILABILITY MANUAL.
- 3 CONSTRUCT CLEANOUT PER COT STANDARD PLAN SU-24.

LEGEND

- TEMPORARY HMA PATCH PER DETAIL 2, SHEET 36
- SIDE SEWER
- SS CLEANOUT
- SS CLEANOUT NUMBER

GENERAL NOTES

1. ALL EXISTING UTILITY INFORMATION INCLUDING MATERIAL, DEPTH, AND LOCATION ARE BASED ON AVAILABLE INFORMATION WITHOUT POTHOLING AND ARE SOLELY FOR THE CONTRACTOR'S BENEFIT. INVERT ELEVATIONS FOR UTILITY CROSSINGS SHOWN ON PROFILES ARE ESTIMATED BASED ON RECORD DRAWINGS, GIS, OR OTHER DATA AND MAY NOT BE ACCURATE. INVERT ELEVATIONS FOR SOME UTILITY CROSSINGS ARE NOT AVAILABLE; THESE UTILITIES ARE SHOWN ON THE PROFILES IN THEIR APPROX. HORIZONTAL LOCATION TO ALERT THE CONTRACTOR OF THEIR EXISTENCE. THE CONTRACTOR SHALL POTHOLE UTILITY CROSSINGS & CONNECTION POINTS AT THE LOCATIONS SPECIFIED HEREIN A MINIMUM OF 5 WORKING DAYS PRIOR TO BEGINNING UTILITY IMPROVEMENTS TO VERIFY HORIZONTAL/VERTICAL LOCATION AND MATERIAL. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN THE EVENT OF CONFLICT.
2. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, LABOR, TOOLS, AND MATERIALS NECESSARY TO PROVIDE TEMPORARY SEWER BYPASS DURING SIDE SEWER CONSTRUCTION.
3. THE ALIGNMENT SHOWN ON THE PLANS MAY BE ADJUSTED IN THE FIELD WITH CONCURRENCE FROM THE COT CONSTRUCTION INSPECTOR. ANY ADJUSTMENT TO VERTICAL ALIGNMENT SHALL BE CONDUCTED PER THE SIDE SEWER AND SANITARY SEWER AVAILABILITY MANUAL.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL PIPE AND FITTINGS REQUIRED TO REALIGN PLUMBING WITHIN EXISTING BASEMENTS/CRAWL SPACES WHERE SPECIFIED ON THE PLANS.
5. SIDE SEWERS WITHIN 10' OF EXISTING WATER SERVICE SHALL BE CONSTRUCTED WITH C900 PVC SEWER PIPE.
6. THE EXISTING SIDE SEWER PIPE MATERIAL(S) IS UNKNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXISTING PIPE MATERIALS AND PROVIDING AN APPROPRIATE COUPLING TO TRANSITION FROM EXISTING TO PROPOSED SIDE SEWER PIPE.
7. CONSTRUCTION MAY REQUIRE EXCAVATION WITHIN 10 FEET OF UTILITY POLES. WHERE ANTICIPATED, CONTRACTOR SHALL CONTACT TACOMA POWER (253) 502-8991 AT LEAST 2 WEEKS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY WITHIN 10 FEET OF AN EXISTING POLE TO COORDINATE AN ONSITE VISIT WITH A TPU FIELD INSPECTOR. SEE SPECIAL PROVISION SECTION 1-07.17 FOR ADDITIONAL DETAIL AND REQUIREMENTS.

**CALL 2 DAYS BEFORE YOU DIG
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60% DESIGN SUBMITTAL



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Tacoma, WA 98402 253.627.0720
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NO	REVISION	DATE	APPD

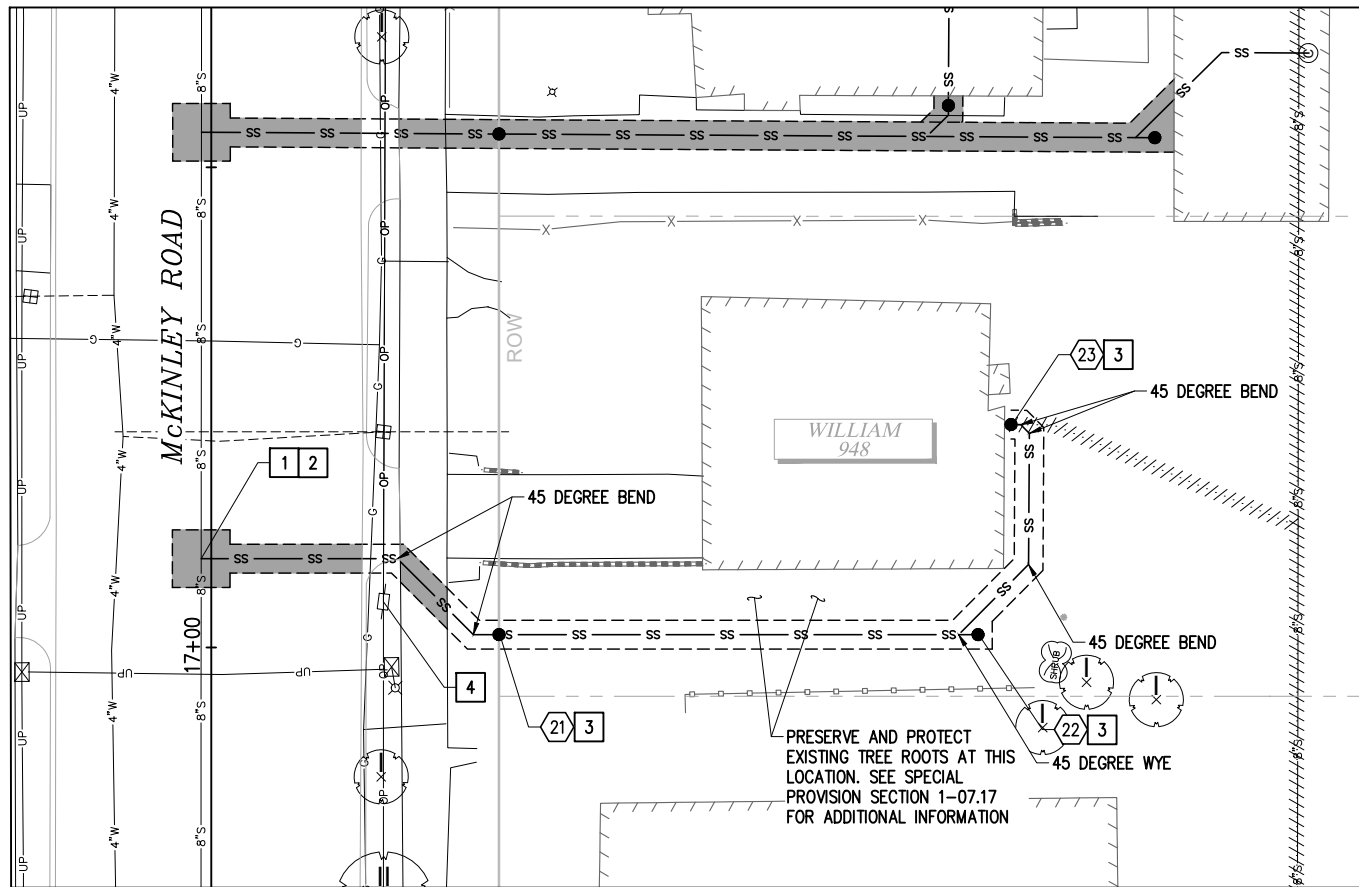
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BY	DESIGNED EH	CHECKED NIM
DATE	DRAWN EH	PROJECT NAME WWSS-MCKIN
FIELD BOOKS	DRAWING NAME ENV-04018-08-05 PS Side Sewers 02.dwg	



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
WASTEWATER SIDE SEWER IMPROVEMENTS MCKINLEY ROAD
SIDE SEWER PLAN & PROFILE
924 MCKINLEY ROAD

SPEC. NO.	
WBS NO.	ENV-04018-08 PWK-00438-46
SHEET NO.	10 OF 36

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**948 MCKINLEY RD
PLAN**
1" = 10'
SCALE IN FEET

CONSTRUCTION NOTES

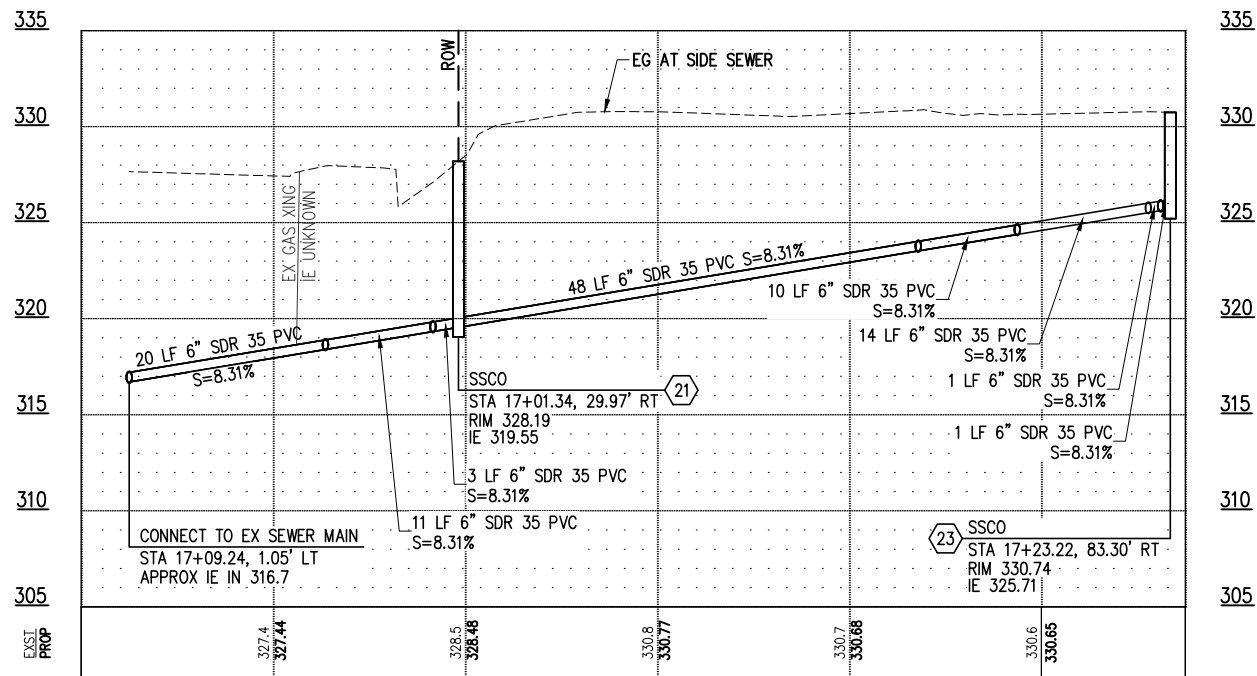
- 1 CONNECT TO EXISTING SEWER MAIN PER COT STANDARD PLAN SU-23.
- 2 CONSTRUCT 6" DIA SDR 35 PVC SIDE SEWER PER THE COT SIDE SEWER AND SANITARY SEWER AVAILABILITY MANUAL.
- 3 CONSTRUCT CLEANOUT PER COT STANDARD PLAN SU-24.
- 4 UTILITY POLE - COORDINATE WITH TPU (SEE SPECIAL PROVISION 1-07.17).

LEGEND

- TEMPORARY HMA PATCH PER DETAIL 2, SHEET 36
- SIDE SEWER
- SS CLEANOUT
- SS CLEANOUT NUMBER

GENERAL NOTES

1. ALL EXISTING UTILITY INFORMATION INCLUDING MATERIAL, DEPTH, AND LOCATION ARE BASED ON AVAILABLE INFORMATION WITHOUT POTHOLING AND ARE SOLELY FOR THE CONTRACTOR'S BENEFIT. INVERT ELEVATIONS FOR UTILITY CROSSINGS SHOWN ON PROFILES ARE ESTIMATED BASED ON RECORD DRAWINGS, GIS, OR OTHER DATA AND MAY NOT BE ACCURATE. INVERT ELEVATIONS FOR SOME UTILITY CROSSINGS ARE NOT AVAILABLE; THESE UTILITIES ARE SHOWN ON THE PROFILES IN THEIR APPROX. HORIZONTAL LOCATION TO ALERT THE CONTRACTOR OF THEIR EXISTENCE. THE CONTRACTOR SHALL POTHOLE UTILITY CROSSINGS & CONNECTION POINTS AT THE LOCATIONS SPECIFIED HEREIN A MINIMUM OF 5 WORKING DAYS PRIOR TO BEGINNING UTILITY IMPROVEMENTS TO VERIFY HORIZONTAL/VERTICAL LOCATION AND MATERIAL. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN THE EVENT OF CONFLICT.
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SIDE SEWER PROFILE
HOR: 1"=10' VER: 1"=5'

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NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE	SCALE
	08/23	AS NOTED
BY	DESIGNED	CHECKED
	EH	NIM
DATE	DRAWN	PROJECT NAME
	EH	WWSS-MCKIN
FIELD BOOKS	DRAWING NAME	
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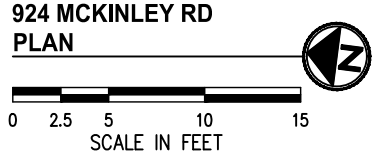
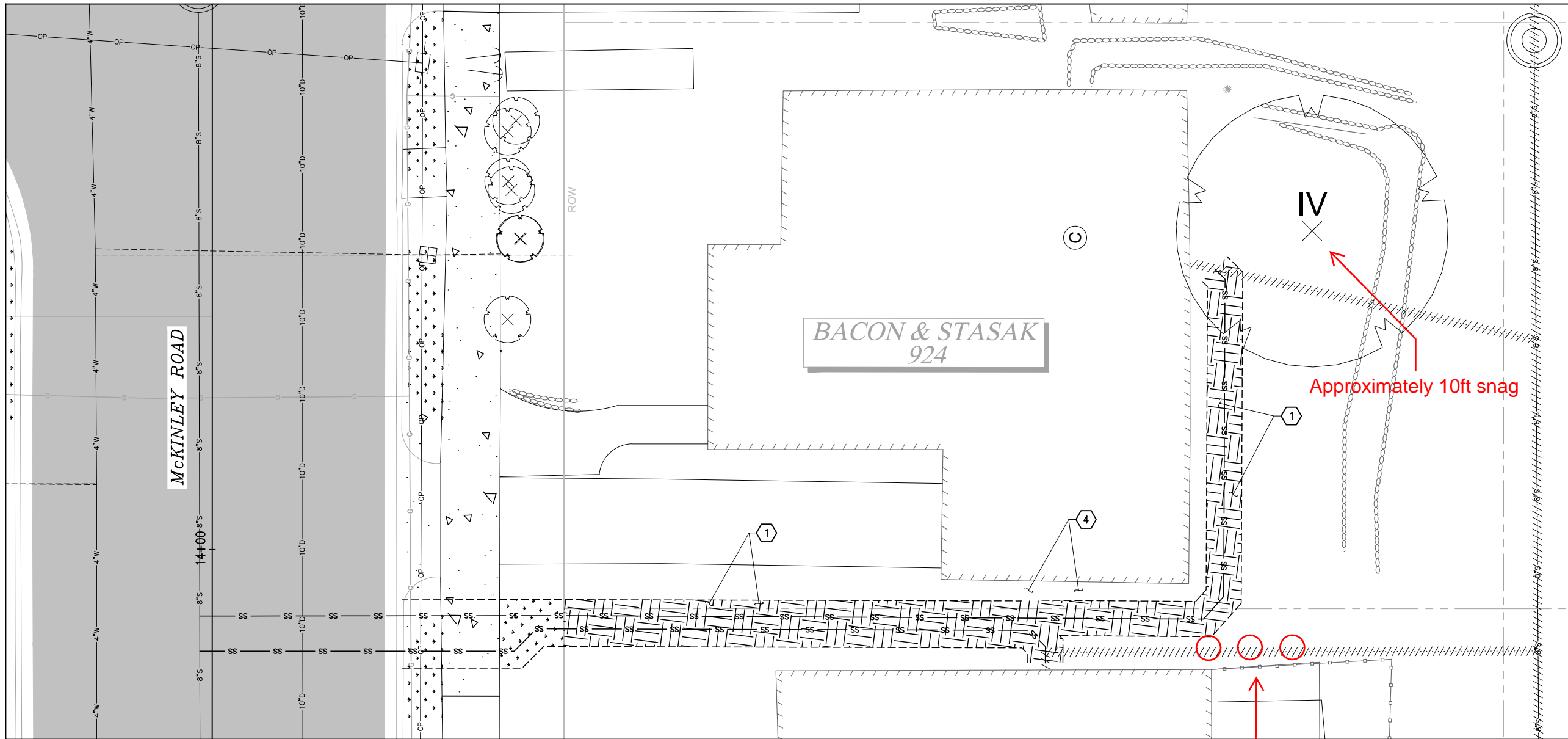


CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
WASTEWATER SIDE SEWER IMPROVEMENTS MCKINLEY ROAD
SIDE SEWER PLAN & PROFILE
948 MCKINLEY ROAD

SPEC. NO.	
WBS NO.	ENV-04018-08 PWK-00438-46
SHEET NO.	15 OF 36

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Approximately 10ft snag

Approximate locations of Trees 2, 3, and 4: 11.3in, 12.7in, and 13.5in DSH, respectively. Leyland cypress (*Cupressus x leylandii*)

LEGEND

- HARD SURFACE RESTORATION, SEE NOTES, THIS SHEET
- SOFT SURFACE RESTORATION, SEE NOTES, THIS SHEET
- PLANTER STRIP/LAWN WITHIN ROW

GENERAL NOTES

1. CONTRACTOR SHALL BE REQUIRED TO COORDINATE DIRECTLY WITH PROPERTY OWNER TO CONFIRM THE LOCATIONS AND TYPES OF MATERIALS TO USE DURING RESTORATION PRIOR TO BEGINNING THE WORK.

CONSTRUCTION NOTES

- ① RESTORE LAWN PER RESTORATION TABLE, SHEET 36.
- ④ REINSTALL SALVAGED BRICK PAVERS AT PRECONSTRUCTION LOCATION AND CONDITION OR REPLACE IN-KIND.

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BEFORE YOU DIG
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**CITY OF
TACOMA**
Horizontal Datum
N.A.D. 83
Vertical Datum
N.G.V.D. '29



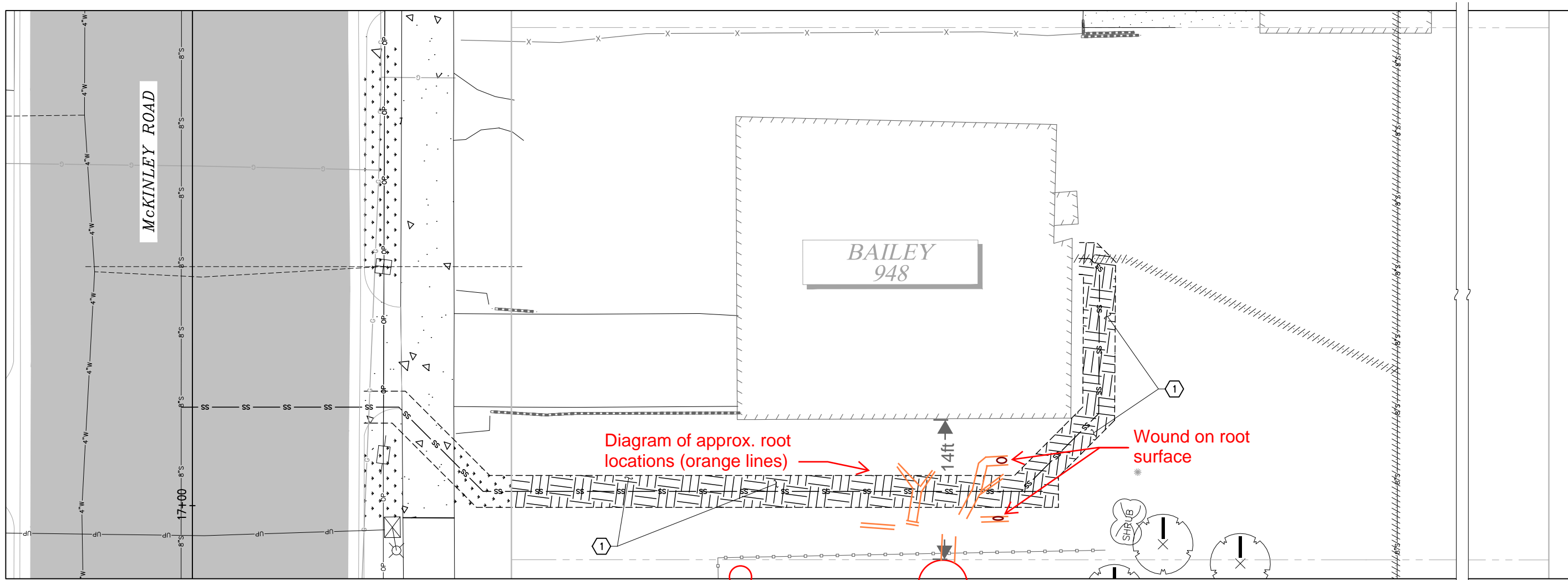
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EH	WWSS-MCKIN	
FIELD BOOKS	DRAWING NAME	
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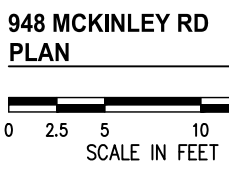


CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
WASTEWATER SIDE SEWER IMPROVEMENTS MCKINLEY ROAD
PRIVATE IMPROVEMENT RESTORATION PLAN
924 MCKINLEY ROAD

SPEC. NO.	
WBS NO.	ENV-04018-08 PWK-00438-46
SHEET NO.	
SHEET	27 OF 36



Approximate location of approx. 6in DSH poplar (*Populus* sp.)



Approximate location of Tree 1: 17in DSH cherry (*Prunus* sp.)

LEGEND

- HARD SURFACE RESTORATION, SEE NOTES, THIS SHEET
- SOFT SURFACE RESTORATION, SEE NOTES, THIS SHEET
- PLANTER STRIP/LAWN WITHIN ROW

GENERAL NOTES

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CONSTRUCTION NOTES

- ① RESTORE LAWN PER RESTORATION TABLE, SHEET 36.

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Horizontal Datum
N.A.D. 83/1
Vertical Datum
N.G.V.D. '29



NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE	SCALE
				BY	08/23	1"=5'
				DESIGNED		CHECKED
				EH		NIM
				DRAWN		PROJECT NAME
				EH		WWS-MCKIN
				FIELD BOOKS		DRAWING NAME
						948 McKinley Road.dwg



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
WASTEWATER SIDE SEWER IMPROVEMENTS MCKINLEY ROAD
PRIVATE IMPROVEMENT RESTORATION PLAN
948 MCKINLEY ROAD

SPEC. NO.	
WBS NO.	ENV-04018-08 PWK-00438-46
SHEET NO.	32 OF 36

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PART III

**CITY OF TACOMA EQUITY IN
CONTRACTING PROGRAM**



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

B2Gnow - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

***EIC STAFF Contact Information**

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- **Call EIC Office** at (253) 591-5630 or (253) 591-5826
- **Email EIC Office** at EICOffice@cityoftacoma.org

CITY OF TACOMA

EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS

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I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at EICoffice@cityoftacoma.org.

II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: 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.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing [the City of Tacoma’s most recent disparity study](#) to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.

III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

“B2Gnow” is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

“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.

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

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions, and agencies of the City of Tacoma.

“Change Order” means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

“Contractor” or “Supplier” or “Bidder” 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.

“Disparity Study” is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

“Exception” or “Exemption” means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

“EIC Manager” is the individual authorized by TMC to administer the Equity in Contracting Program.

“EIC Requirements” or “Contract Requirements” are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

“EIC Requirement Setting Methodology” is as defined in Appendix No. 1 to these Regulations.

“EIC Staff” means Equity in Contracting Program staff.

“Exception Request” means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

“Goal” means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“LCPtracker” is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

“Non-Public Works and Improvements” means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

“Notice of physical completion” means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

“Notice of substantial completion” means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

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

“Program Manager” means the individual appointed by the City’s Community and Economic Development Director to administer the Program and these Regulations.

“Program Regulations” or “Regulations” means these Regulations.

“Project Delivery Team” refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

“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.

“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, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. 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.

“Responsive or Responsible Bidder” is as defined within the City of Tacoma Purchasing Policy.

“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.

“Respondent” means any entity or Person 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 TMC Chapter 1.06 and in Purchasing Policy and Procedures.

“Requirements” means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

“Specification” means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

“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 Chapter 1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. **Emergency** (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed

documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.
3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the C&A Board.
4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.
5. **Government or Cooperative Purchasing.**
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.

2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of \$150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer's estimate value of \$150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program's reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer's estimate value of \$150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer's estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.

Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness

- i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
- ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
- iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
- iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
- v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.

2. Review for Bidder Responsibility

- i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor's self-performance as an MBE and an SBE achieves the total Requirement.

4. EIC Recommendation

- i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder's submittal.
- ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,

followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder's EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.

C. B2Gnow Monitoring

1. Prompt Payment

For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:

- a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
- b. The Contractor has entered payments submitted to all Certified Businesses.
- c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) *, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

*RCW 39.04.250 (1) "When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.
3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor's noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.

1. EIC Staff will proceed with the following steps:

- a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.
- b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.
- c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor's explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.
- d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.
- e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. Reasonable justifications for Termination

For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

- a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
- b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.

- c. The listed Certified Business fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
- e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
- f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
- g. Dissolution of the Certified Business.
- h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
- i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is "decertified" by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.

VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor's failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.
2. A Contractor's failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor's failure to utilize B2Gnow the following process steps will be taken:
 - a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
 - b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
 - c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
 - d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.
3. A Contractor's failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
 - i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).

- ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City's intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.
2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.
3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.
4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.
5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor's timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.
 - a. Publish notice of the contractor's noncompliance on the [City of Tacoma Equity in Contracting webpage](#).
 - b. Cancel, terminate, or suspend the contractor's contract, or portion thereof.
 - c. Withhold funds due contractor until compliance is achieved; and/or

- d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
- e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

- a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
- b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor's Non-Compliance

If the penalty of publication of notice of Contractor's noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor's firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website [Equity in Contracting – City of Tacoma](#).

8. Cancellation of Penalty upon approved Contractor's Correction of Violation

- a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.
- b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.
- c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor's violation has been published, the notice will be removed from City's website. If funds have been withheld, payments will be resumed etc.

- d. If Contractor's compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

- A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
- B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
- C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
- D. If Contract Requirements are not met by the final outcomes and Contractor's explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
- E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

- A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:
 - By sending an email to the EIC Staff at EICoffice@cityoftacoma.org.
 - By filling out the EIC Complaint Form available on [The City of Tacoma Equity in Contracting webpage](#). See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
 - By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.

APPENDICES

Available upon request to EICOffice@cityoftacoma.org

- 1. EIC Requirement Setting Methodology**
- 2. Guidance on selecting Option 2: EIC overall Requirements**
- 3. EIC Utilization Form**
- 4. EIC Post Submittal Waiver Request Form**
- 5. EIC Certified Business Termination and Substitution Request**
- 6. EIC Guidance on Compliance Achievement Plan**
- 7. Notice of Contractor's Violation Form**
- 8. EIC Sanction(s) Request Form**
- 9. Subcontractor Complaint Form**

TITLE 1

Administration and Personnel

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 *Repealed.*
- 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 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 and minority-owned 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 narrowly tailored contracting requirements 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. 28625 Ex. A; passed Nov. 5, 2019; 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.

1.07.020.B

A. “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.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

“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.

1.07.020.G

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

1.07.020.N

Reserved.

1.07.020.P

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

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

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“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.

“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.

1.07.020.Q

“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.

1.07.020.R

“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.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“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.

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

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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, or “pregnancy outcomes” under TMC 1.29.040, 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. 28859 Ex. A; passed Nov. 22, 2022; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, 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 regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021; 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 Repealed by Ordinance No. 28931. Approval as a Certified Business.

(Repealed by Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions 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 will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of Certified Businesses:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, a full or partial waiver of requirements is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver.

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter 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.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the Contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the annual goal.

2. Supplies.

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of

Certified Business usage stated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the Certified Business requirement applicable to the contract based on the value of the subcontract with the Certified Business.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement 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 requirement. Certified Businesses may self-count utilization or self-performance on such bids if they will perform the work for the scope the requirement is based upon. The Program Regulations may establish further requirements and procedures for self-utilization or self-performance by a bidder who is a Certified Business.

a. If the low bidder meets the stated Certified Business requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

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 contractors. The Program 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).

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 Certified Business participation shall, during the term of the contract, comply with the requirements 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 or termination of Certified Businesses projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, 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 Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, 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 Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager 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, unless such provisions are supported by a Disparity Study. The Program Manager 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 Program Manager 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 Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 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 Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 Penalties.

A. Upon receipt of a determination of contractor violation by the Program Manager, 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;
5. Recommend disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC; and/or
6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

B. Prior to imposing of any of the foregoing penalties, 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 Program Regulations has occurred, the Program Manager 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. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 Review of program.

This chapter shall be in effect until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses 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.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV

**LOCAL EMPLOYMENT AND
APPRENTICESHIP TRAINING PROGRAM
(LEAP) REGULATIONS FOR PUBLIC
WORKS CONTRACTS**



City of Tacoma
 Community and Economic Development Department
 LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT Requirement:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000

2. **APPRENTICE Requirement:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

100% achievement	\$ 0.00 penalty
99% to 90% achievement	\$ 12.00 penalty
89% to 75% achievement	\$ 20.00 penalty
74% to 50% achievement	\$ 30.00 penalty
49% to 1% achievement	\$ 45.00 penalty
0% achievement	\$ 60.00 penalty

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, **upon request**, for each employee who may be a LEAP-qualified employee
- ❑ **City of Tacoma ZIP Codes List and Economically Distressed Areas ZIP Codes List:** for your reference on LEAP-qualified areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org



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**PRIME CONTRACTOR
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) UTILIZATION
PLAN**

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

PART A: PROJECT INFORMATION AND TYPE OF LEAP UTILIZATION REQUIREMENTS

Prime Contractor:	Spec Number:
Project Name:	
LEAP Utilization Requirements: Total Project Labor Hours - 15% Local Employees	
Explanation:	
<ul style="list-style-type: none">- 15% of the total project labor hours must be met by LOCAL EMPLOYEES:<ul style="list-style-type: none">o Journey or apprentice level craft workers living in the City of Tacoma or in the local Economically Distressed Areas as outlined in the project specification	
Compliance: Per Tacoma Municipal Code Chapter 1.90, failure to meet LEAP Utilization Requirements results in a monetary penalty.	

PART B: PLAN FOR MEETING LEAP REQUIREMENTS

Trade or Craft	Percentage of total labor hours to be met by LOCAL EMPLOYEES – JOURNEYMEN or APPRENTICES performing this craft and living in the City of Tacoma or in a local Economically Distressed Area	If Apprentice, list Apprentice Training Program Name:	Must be signed by LEAP Coordinator
	%		Accepted
	%		Date:
	%		
	%		
	%		
	%		
	%		
	%		Rejected
	%		Date:
	%		
TOTALS	%		

PART C: PROVIDE A DESCRIPTION OF PLANS TO ENSURE THE LEAP UTILIZATION REQUIREMENTS WILL BE MET. USE ADDITIONAL SHEETS IF NECESSARY.

General Instructions for Prime Contractor to complete this LEAP Utilization Plan Form

Part A Guidance

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

Part B Guidance

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

Employee Categories: Indicate the percentage of the LEAP Utilization Requirement that will be met by each type of craft worker in each category for LEAP Requirements noted in Part A.

Totals: Total the percentage number in the middle column. Percentage numbers in the middle column should equal the required percentage in Part A.

Part C Guidance

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirements: Prime Contractor - Please describe how you plan to satisfy the LEAP Utilization Requirements on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP-Qualified Employees to work on this project. If noting you will contact an organization requesting LEAP-Qualified Employees, an email exchange between you and the organization will be requested if LEAP Utilization Requirements are not met.

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP Requirements.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements and Service Contracts related to Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

1.90.030.A

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

1.90.030.B

“Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

1.90.030.C

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

“Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

“Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering a contract with the City to construct a Public Work or Improvement or provide a service related to a Public Work or Improvement.

1.90.030.D

“Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

1.90.030.E

“Economically Distressed ZIP Codes”* shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the criteria of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

“Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

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

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

1.90.030.L

“Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement or related Service Contract, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

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

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

1.90.030.R

“Resident of Tacoma” shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

1.90.030.S

“Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Electrical Utility.

“Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the Water Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Water Utility.

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

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

1.90.030.T

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

“Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

1.90.030.W

“Washington State Labor and Industries Prevailing Wage” shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP Requirements.

A. Utilization Requirements.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

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

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

B. Failure to Meet Utilization Requirements.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization requirements shall be assessed an amount for each hour that is not

achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

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

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training programs. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

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

D. LEAP Requirement Adjustments.

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

a. If LEAP utilization requirements are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer’s finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer’s finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP requirement adjustments may not be appealed.

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization requirement specified in subsection A1. of this section. The 15% utilization requirement specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The LEAP Coordinator shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the LEAP Coordinator shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and LEAP Coordinator's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements based on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

1. 15% Local Employment Utilization Requirement

**LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402.
www.cityoftacoma.org/leap**



City of Tacoma LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590 or leap@cityoftacoma.org
 www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): Asian/Pac Isl. Black Hispanic Native American White Other

Gender (*optional*): MALE FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprenticeship Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

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

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma Zip Codes
(Journeyman AND Apprentice)

98402	98418
98403	98421
98404	98422
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467

Check addresses here:

<https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb>

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinalt
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

PART V

**STATE PREVAILING WAGE RATES
AND GENERAL REQUIREMENTS**

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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

PART VI

CITY OF TACOMA

INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

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

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Excess or Umbrella Liability Insurance

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

3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.7 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.8 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.9 Other Insurance

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