



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES24-0157F

WW SEWER REPLACEMENT VICINITY OF N 10TH & STEVENS

**Wastewater – ENV-04025-03
Public Works – PWK-00438-48**

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES24-0157F

WW SEWER REPLACEMENT
VICINITY OF N 10TH & STEVENS

PROJECT NOs.
Wastewater – ENV-04025-03
Public Works – PWK-00438-48



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Science & Engineering Division
Environmental Services Department
326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES24-0157F

TABLE OF CONTENTS

NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND THE BID SUBMITTAL PACKAGE

REQUEST FOR BIDS

SPECIAL REMINDER TO ALL BIDDERS

SPECIAL NOTICE TO BIDDERS

PART I BID PROPOSAL AND CONTRACT FORMS

- 1 Bid Proposal
- 2 Signature Page
- 3 Bid Bond
- 4 Certification Of Compliance With Wage Payment Statutes
- 5 State Responsibility and Reciprocal Bid Preference Information
- 6 List of Subcontractor Categories of Work
- 7 City of Tacoma – Equity in Contracting Requirement Form
- 8 City of Tacoma – Equity in Contracting Utilization Form
- 9 Contract
- 10 Payment Bond to the City of Tacoma
- 11 Performance Bond to the City of Tacoma
- 12 General Release Form

PART II SPECIAL PROVISIONS

- | | |
|------------|---|
| Division 1 | General Requirements |
| Division 2 | Earthwork |
| Division 3 | Production from Quarry and Pit Sites and Stockpiling |
| Division 4 | Bases |
| Division 5 | Surface Treatments and Pavements |
| Division 6 | Structures (Vacant) |
| Division 7 | Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits |
| Division 8 | Miscellaneous Construction |
| Division 9 | Materials |
| Appendix A | City of Tacoma and WSDOT Standard Plans |
| Appendix B | City of Tacoma Insurance Requirements |
| Appendix C | NPDES Construction Stormwater General Permit |

PART III CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM

PART IV CITY OF TACOMA - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS

PART V STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS



**City of Tacoma
Environmental Services**

**REQUEST FOR BIDS ES24-0157F
WW Sewer Replacement Vicinity of N 10th & Stevens**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 3, 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 Contract shall generally consist of removing and replacing existing sewer mains and manholes, pavement replacement and patching, curb ramp construction and landscape restoration, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Estimate: 1.9 Million, not including sales tax.


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. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

FAILURE TO LIST SUBCONTRACTORS WILL RESULT IN THE BID BEING NON-RESPONSIVE AND THEREFORE VOID.

7. **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, four 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. ES24-0157F

WW SEWER REPLACEMENT
VICINITY OF N 10TH & STEVENS

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. ES24-0157F 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.**

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R1.* 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
R2.* 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
R3.* 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
R5.* 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$ _____
R6.* 2-01	Special Tree Protection	7 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0157F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R7.* 2-02	Removal of Structures and Obstructions	1 Lump Sum	Lump Sum	\$ _____
R8. 2-02	Pothole Existing Utility	3 Each	\$ _____	\$ _____
R9.* 2-03	Roadway Excavation, Incl. Haul	485 Cu. Yd.	\$ _____	\$ _____
R10.* 2-03	Unsuitable Foundation Excavation Incl. Haul	48.5 Cu. Yd.	\$ _____	\$ _____
R11. 2-13	Remove Tree, Class 0	1 Each	\$ _____	\$ _____
R12. 2-13	Remove Shrub	5 Each	\$ _____	\$ _____
R13. 2-14	Remove Existing Pavement, Type II, Class A4	2,120 Sq. Yd.	\$ _____	\$ _____
R14.* 2-14	Remove Existing Pavement, Type II, Class C6	530 Sq. Yd.	\$ _____	\$ _____
R15.* 2-14	Remove Existing Pavement, Type II, Class C12	845 Sq. Yd.	\$ _____	\$ _____
R16. 2-15	Remove Integral Curb	20 Lin. Ft.	\$ _____	\$ _____
R17.* 2-15	Remove Curb and Gutter	405 Lin. Ft.	\$ _____	\$ _____
R18. 4-04	Crushed Surfacing Base Course	205 Ton	\$ _____	\$ _____
R19.* 4-04	Crushed Surfacing Top Course	365 Ton	\$ _____	\$ _____
R20. 5-04	Fiber Reinforced HMA Cl. 1/2" PG 58H-22	480 Ton	\$ _____	\$ _____
R21. 5-04	Cold Plant Mix for Temporary Pavement Patch	20 Ton	\$ _____	\$ _____
R22. 5-04	Fiber Reinforced HMA for Approach Cl. 1/2" PG 58H-22	5 Ton	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0157F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R23. 5-05	Cement Conc. Pavement, 6-Inch Section	140 Sq. Yd.	\$ _____	\$ _____
R24.* 5-05	Cement Conc. Pavement, 8-Inch Section	845 Sq. Yd.	\$ _____	\$ _____
R25.* 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>10,000.00</u>
R26.* 8-02	Landscape Restoration	1 Lump Sum	Lump Sum	\$ _____
R27.* 8-02	Topsoil Type A	85 Cu. Yd.	\$ _____	\$ _____
R28.* 8-02	Seeded Lawn Installation	480 Sq. Yd.	\$ _____	\$ _____
R29. 8-02	PSIPE, Wireless Japanese Zelkova	2 Each	\$ _____	\$ _____
R30. 8-02	PSIPE, Emerald Arborvitae	4 Each	\$ _____	\$ _____
R31. 8-02	Bark or Wood Chip Mulch	4 Cu. Yd.	\$ _____	\$ _____
R32. 8-02	Root Barrier – 18 in.	40 Lin. Ft.	\$ _____	\$ _____
R33. 8-02	Tree Watering Bag	6 Each	\$ _____	\$ _____
R34. 8-02	Restoration of Irrigation System	1 Lump Sum	Lump Sum	\$ _____
R35.* 8-04	Cement Conc. Traffic Curb and Gutter	450 Lin. Ft.	\$ _____	\$ _____
R36. 8-04	Mountable Cement Conc. Traffic Curb and Gutter	85 Lin. Ft.	\$ _____	\$ _____
R37. 8-06	Cement Conc. Driveway Entrance Type 1	32 Sq. Yd.	\$ _____	\$ _____
R38. 8-06	Cement Conc. Driveway Entrance Type 3	130 Sq. Yd.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0157F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R39. 8-13	Poured Monument	4 Each	\$ _____	\$ _____
R40.* 8-14	Cement Conc. Sidewalk	180 Sq. Yd.	\$ _____	\$ _____
R41.* 8-14	Cement Conc. Curb Ramp Type Single Direction	16 Each	\$ _____	\$ _____
R42.* 8-21	Permanent Signing	1 Lump Sum	Lump Sum	\$ _____
R43. 8-22	Plastic Traffic Arrow	2 Each	\$ _____	\$ _____
R44. 8-22	Plastic Bicycle Lane Symbol	2 Each	\$ _____	\$ _____
R45. 8-22	Plastic Line	960 Lin. Ft.	\$ _____	\$ _____

SCHEDULE B: STORM SEWER IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S46. 2-09	Structure Excavation Class B	50 Cu. Yd.	\$ _____	\$ _____
S47. 2-09	Shoring or Extra Excavation Class B	400 Sq. Ft.	\$ _____	\$ _____
S48.* 2-16	Remove Catch Basin	3 Each	\$ _____	\$ _____
S49.* 7-05	Catch Basin Type I	3 Each	\$ _____	\$ _____
S50. 7-05	Connect New Sewer Pipe 8 In. Diam. to Existing Structure	2 Each	\$ _____	\$ _____
S51. ¹⁷¹ 7-05	Reconnect Existing Sewer Pipe 8 In. Diam. to New Structure	1 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0157F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S52. 7-05	Adjust Existing Manhole, Install New Frame and Cover	2 Each	\$ _____	\$ _____
S53. ¹⁷¹ 7-05	Adjust Existing Catch Basin, Furnish New Frame and Cover	2 Each	\$ _____	\$ _____
S54. 7-17	Removal and Replacement of Unsuitable Material	35 Cu. Yd.	\$ _____	\$ _____
S55. 7-17	PVC Storm Sewer Pipe 8 In. Diam.	72 Lin. Ft.	\$ _____	\$ _____
S56. 7-17	Ductile Iron Storm Sewer Pipe 8 In. Diam.	16 Lin. Ft.	\$ _____	\$ _____
S57. 7-17	Testing Sewer Pipe	88 Lin. Ft.	\$ _____	\$ _____
S58. 8-01	Inlet Protection	18 Each	\$ _____	\$ _____
S59.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
S60.* 8-01	NPDES Construction Stormwater General Permit	1 Lump Sum	Lump Sum	\$ _____

SCHEDULE C: WASTEWATER SEWER IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW61. 2-09	Structure Excavation Class B	3,350 Cu. Yd.	\$ _____	\$ _____
WW62. 2-09	Shoring or Extra Excavation Class B	27,750 Sq. Ft.	\$ _____	\$ _____
WW63. 2-16	Remove Manhole	11 Each	\$ _____	\$ _____
WW64. 7-05	Manhole 48 In. Diam. Type I	11 Each	\$ _____	\$ _____

Contractor's Name: _____
Specification No. ES24-0157F
Page 5 of 7

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW65. 7-05	Manhole 48 In. Diam. Type 3	2 Each	\$ _____	\$ _____
WW66. 7-05	Manhole Additional Height 48 In. Diam. Type I	15 Lin. Ft.	\$ _____	\$ _____
WW67. 7-05	Reconnect Existing Sewer Pipe 6 In. Diam. to New Structure	2 Each	\$ _____	\$ _____
WW68. 7-05	Reconnect Existing Sewer Pipe 8 In. Diam. to New Structure	12 Each	\$ _____	\$ _____
WW69. 7-05	Reconnect Existing Sewer Pipe 24 In. Diam. to New Structure	2 Each	\$ _____	\$ _____
WW70. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW71. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW72. 7-17	Removal and Replacement of Unsuitable Material	2,700 Cu. Yd.	\$ _____	\$ _____
WW73. 7-17	PVC Sanitary Sewer Pipe 10 In. Diam.	2,172 Lin. Ft.	\$ _____	\$ _____
WW74. 7-17	PVC Sanitary Sewer Pipe 8 In. Diam.	127 Lin. Ft.	\$ _____	\$ _____
WW75. 7-17	Testing Sewer Pipe	3,084 Lin. Ft.	\$ _____	\$ _____
WW76. 7-18	PVC Sanitary Sewer Pipe 6 In. Diam.	710 Lin. Ft.	\$ _____	\$ _____
WW77. 7-18	PVC C900/C905 Sanitary Sewer Pipe 6 In. Diam.	75 Lin. Ft.	\$ _____	\$ _____
WW78. 7-19	Sewer Cleanout	64 Each	\$ _____	\$ _____

Contractor's Name: _____
Specification No. ES24-0157F
Page 6 of 7

SCHEDULE A: ROADWAY IMPROVEMENTS (R) (Rule 170)

Base Bid (Subtotal Items Nos. R1 – R45)	\$ _____	(1)
10.3% Sales Tax (Items Nos. R1 – R45)	\$ _____	(2)
ROADWAY IMPROVEMENTS TOTAL	\$ _____	(3)

SCHEDULE B: STORM SEWER IMPROVEMENTS (S) (Rule 170)

Base Bid (Subtotal Items Nos. S46 – S60)	\$ _____	(4)
10.3% Sales Tax (Items Nos. S46 – S60)	\$ _____	(5)
STORM SEWER IMPROVEMENTS TOTAL	\$ _____	(6)

SCHEDULE C: WASTEWATER SEWER IMPROVEMENTS (WW) (Rule 170)

Base Bid (Subtotal Items Nos. WW61 – WW78)	\$ _____	(7)
10.3% Sales Tax (Items Nos. WW61 – WW78)	\$ _____	(8)
WASTEWATER SEWER IMPROVEMENTS TOTAL	\$ _____	(9)

TOTAL BASE BID (1) + (4) + (7) \$ _____
(not including sales tax) Rule 170

SIGNATURE PAGE

**CITY OF TACOMA
ENVIRONMENTAL SERVICES**

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. ES24-0157F
WW SEWER REPLACEMENT
VICINITY OF N 10TH & STEVENS**

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 November 19, 2024, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

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

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

Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

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

Yes No

List of Subcontractor Categories of Work

Project Name _____

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to sendbid@cityoftacoma.org.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to sendbid@cityoftacoma.org.**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

EQUITY IN CONTRACTING (EIC) REQUIREMENTS MEMO

CCD/EIC: ENV-04025-03 & PWK-00438-48

Date of Record: 11/07/2024

Project Spec#: ES24-0157F

Project Title: WW Sewer Replacement – Vicinity of N 10th & Stevens

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business Enterprise
Requirement

20%

Women Business Enterprise
Requirement

4%

Small Business Enterprise
Requirement

20%

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.gov¹

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) 344-6632 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 For the OMWBE list, be sure to look for businesses in King, Kitsap, Lewis, Mason, Pierce, Snohomish, 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. ES24-0157F

Specification Title: WW SEWER REPLACEMENT VICINITY OF N 10TH & STEVENS

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. ES24-0157F

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. ES24-0157F

Specification Title: WW SEWER REPLACEMENT VICINITY OF N 10TH & STEVENS

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

SPECIAL PROVISIONS

Table of Contents

INTRODUCTION.....	1
DESCRIPTION OF WORK.....	1
1-01 DEFINITIONS AND TERMS.....	2
1-01.3 Definitions.....	2
1-02 BID PROCEDURES AND CONDITIONS.....	5
1-02.1 Prequalification of Bidders.....	5
1-02.1 Qualifications of Bidder.....	5
1-02.2 Plans and Specifications.....	5
1-02.4(1) General.....	5
1-02.5 Proposal Forms.....	5
1-02.6 Preparation of Proposal.....	6
1-02.7 Bid Deposit.....	6
1-02.9 Delivery of Proposal.....	7
1-02.10 Withdrawing, Revising, or Supplementing Proposal.....	7
1-02.12 Public Opening of Proposals.....	8
1-02.13 Irregular Proposals.....	8
1-02.14 Disqualification of Bidders.....	9
1-02.15 Pre Award Information.....	10
1-03 AWARD AND EXECUTION OF CONTRACT.....	11
1-03.1 Consideration of Bids.....	11
1-03.2 Award of Contract.....	11
1-03.3 Execution of Contract.....	11
1-03.4 Contract Bond.....	12
1-03.5 Failure to Execute Contract.....	12
1-04 SCOPE OF THE WORK.....	14
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda.....	14
1-04.4 Changes.....	14
1-04.6 Variation in Estimated Quantities.....	14
1-05 CONTROL OF WORK.....	15
1-05.3 Plans and Working Drawings.....	15
1-05.3 Submittals.....	15
1-05.3(1) Submittal Schedule.....	15
1-05.3(2) Submittal Procedures.....	16
1-05.3(3) Engineer’s Review of Submittals.....	16

1-05.3(4) Resubmittals	17
1-05.3(5) Submittal Requirements by Section.....	17
1-05.3(6) Project Red Line Drawings	18
1-05.3(8) Clarifications.....	19
1-05.4 Conformity With and Deviations from Plans and Stakes	20
1-05.4(1) Roadway and Utility Surveys.....	20
1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility Surveys	20
1-05.7 Removal of Defective and Unauthorized Work.....	20
1-05.11 Final Inspection.....	21
1-05.11 Final Inspections and Operational Testing	21
1-05.11(1) Substantial Completion Date	21
1-05.11(2) Final Inspection and Physical Completion Date	22
1-05.11(3) Operational Testing	22
1-05.12(1) One-Year Guarantee Period.....	23
1-05.13 Superintendents, Labor and Equipment of Contractor.....	23
1-05.15 Method of Serving Notices.....	23
1-05.16 Water and Power	23
1-05.19 Project Management Communications	24
1-05.19(1) Summary.....	24
1-05.19(2) Training & Support	24
1-05.19(3) Authorized Users.....	24
1-05.19(4) Communications.....	24
1-05.19(5) Record Keeping.....	25
1-05.19(6) Minimum Equipment Requirements.....	26
1-06 CONTROL OF MATERIAL	27
1-06.1 Approval of Materials Prior To Use	27
1-06.1(1) Qualified Products List (QPL)	27
1-06.1(2) Request for Approval of Material (RAM)	27
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	28
1-07.1 Laws to be Observed.....	28
1-07.2 State Taxes	28
1-07.2(3) Services	28
1-07.9 Wages	28
1-07.9(5) Required Documents.....	28
1-07.15 Temporary Water Pollution/Erosion Control	29
1-07.15(1) Spill Prevention, Control and Countermeasures Plan	29

1-07.16 Protection and Restoration of Property	33
1-07.16(1) Private/Public Property	33
1-07.16(2) Vegetation Protection and Restoration	33
1-07.17 Utilities and Similar Facilities.....	34
1-07.18 Public Liability and Property Damage Insurance	35
1-07.18 Insurance.....	35
1-07.23 Public Convenience and Safety	35
1-07.23(1) Construction under Traffic	35
1-07.23(2) Construction and Maintenance of Detours.....	38
1-07.24 Rights of Way	38
1-08 PROSECUTION AND PROGRESS.....	40
1-08.0 Preliminary Matters.....	40
1-08.0(1) Preconstruction Conference	40
1-08.0(2) Hours of Work	40
1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees	41
1-08.1 Subcontracting.....	41
1-08.1(5) Restrictions on Subcontracting.....	42
1-08.1(7)A Payment Certification	42
1-08.1(8) Subcontracting – Equity in Contracting.....	42
1-08.4 Prosecution of Work	42
1-08.4 Notice to Proceed and Prosecution of Work	42
1-08.5 Time for Completion	43
1-08.9 Liquidated Damages.....	44
1-09 MEASUREMENT AND PAYMENT	45
1-09.2(1) General Requirements for Weighing Equipment.....	45
1-09.2(1) General Requirements for Weighing Equipment.....	45
1-09.6 Force Account	45
1-09.9 Payments	46
1-09.9(1) Retainage.....	47
1-09.13(3)A Administration of Arbitration	47
1-10 TEMPORARY TRAFFIC CONTROL.....	48
1-10.1(2) Description	48
1-10.2 Traffic Control Management	48
1-10.2(1) General	48
1-10.3(3)A Construction Signs.....	49
1-10.3(3)C Portable Changeable Message Sign.....	49

1-10.4(2) Item Bids with Lump Sum for Incidentals	49
1-10.5 Payment	50
1-10.5(1) Lump Sum Bid for Project (No Unit Items)	50
2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP	51
2-01.1 Description.....	51
2-01.2 Disposal of Usable Material and Debris	51
2-01.3(1) Clearing.....	51
2-01.3(2) Grubbing	51
2-01.3(3) Vacant.....	52
2-01.3(3) Special Tree Protection	52
2-01.4 Measurement.....	53
2-01.5 Payment	53
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.....	54
2-02.1 Description.....	54
2-02.3(3) Removal of Pavement, Sidewalks, and Curbs	54
2-02.3(4) Pothole Existing Utility	54
2-02.4 Vacant	54
2-02.4 Measurement.....	54
2-02.5 Payment	55
2-03 ROADWAY EXCAVATION AND EMBANKMENT	56
2-03.1 Description.....	56
2-03.3 Construction Requirements	56
2-03.3(5) Slope Treatment.....	56
2-03.3(14)E Unsuitable Foundation Excavation	56
2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters.....	56
2-07 WATERING	57
2-07.3 Construction Requirements	57
2-07.3(1) Water Supplied from Hydrants.....	57
2-09 STRUCTURE EXCAVATION.....	58
2-09.4 Measurement.....	58
2-09.5 Payment	58
2-13 VEGETATION REMOVAL	59
2-13.1 Description.....	59
2-13.2 Definition of Vegetation.....	59
2-13.3 Construction Requirements	59
2-13.4 Measurement.....	59

2-13.5 Payment	60
2-14 PAVEMENT REMOVAL	61
2-14.1 Description.....	61
2-14.2 Pavement Classification.....	61
2-14.3 Construction Requirements	62
2-14.4 Measurement.....	62
2-14.5 Payment	62
2-15 CURB AND CURB AND GUTTER REMOVAL.....	63
2-15.1 Description.....	63
2-15.2 Curb Classification.....	63
2-15.3 Construction Requirements	63
2-15.4 Measurement.....	63
2-15.5 Payment	63
2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.....	65
2-16.1 Description.....	65
2-16.2 Vacant	65
2-16.3 Construction Requirements	65
2-16.4 Measurement.....	65
2-16.5 Payment	65
3-04 ACCEPTANCE OF AGGREGATE.....	66
3-04.1 Description.....	66
3-04.3(1) General	66
3-04.3(4) Testing Results.....	66
3-04.3(6) Statistical Evaluation	66
4-04 BALLAST AND CRUSHED SURFACING	67
4-04.3(5) Shaping and Compaction	67
4-04.5 Payment	67
5-02 BITUMINOUS SURFACE TREATMENT.....	68
5-02.3(1) Equipment.....	68
5-04 HOT MIX ASPHALT	69
5-04.1 Description.....	69
5-04.2 Materials.....	69
5-04.2(1) How to Get an HMA Mix Design on the QPL	69
5-04.2(1)D Fiber Reinforced HMA	69
5-04.2(2) Mix Design – Obtaining Project Approval.....	70
5-04.2(2)B Using HMA Additives	71

5-04.3 Construction Requirements	71
5-04.3(2) Paving Under Traffic.....	71
5-04.3(3)C Pavers	71
5-04.3(3)D Material Transfer Device or Material Transfer Vehicle.....	71
5-04.3(4)C Pavement Repair	72
5-04.3(6) Mixing.....	72
5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA	72
5-04.3(9) HMA Mixture Acceptance	73
5-04.3(9)A Test Sections	73
5-04.3(9)B Mixture Acceptance – Statistical Evaluation	73
5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation	73
5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots	74
5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots	74
5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results	74
5-04.3(10)B HMA Compaction - Cyclic Density.....	74
5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots	75
5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing	75
5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing	75
5-04.3(17) Fiber Reinforced HMA	75
5-04.4 Measurement.....	76
5-04.5 Payment	76
5-05 CEMENT CONCRETE PAVEMENT	78
5-05.1 Description.....	78
5-05.3 Construction Requirements	78
5-05.3(1) Concrete Mix Design for Paving	78
5-05.3(4)A Acceptance of Portland Cement or Blended Hydraulic Cement Concrete Pavement	78
5-05.3(8) Joints.....	78
5-05.3(11)A Tined Finish	78
5-05.3(12) Surface Smoothness	79
5-05.3(14) Cold Weather Work	79
5-05.4 Measurement.....	80
5-05.5 Payment	80
7-04 STORM SEWERS	81
7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS	82
7-05.1 Description.....	82
7-05.3 Construction Requirements	82

7-05.3(1) Adjusting Manholes and Catch Basins to Grade.....	82
7-05.3(1) Adjusting Utility Structures to Grade.....	82
7-05.3(3) Connections to Existing Manholes.....	83
7-05.4 Measurement.....	83
7-05.5 Payment.....	83
7-07 CLEANING EXISTING DRAINAGE STRUCTURES.....	85
7-07.3 Construction Requirements.....	85
7-07.5 Payment.....	85
7-08 GENERAL PIPE INSTALLATION REQUIREMENTS.....	86
7-08.3 Construction Requirements.....	86
7-08.3(1)A Trenches.....	86
7-08.3(1)C Bedding the Pipe.....	86
7-08.3(2) Laying Pipe.....	86
7-08.3(2)F Plugs and Connections.....	86
7-08.3(2)G Jointing of Dissimilar Pipe.....	86
7-08.3(3) Backfilling.....	86
7-08.3(5) Temporary Bypass Pumping.....	87
7-08.3(5)A General Requirements.....	87
7-08.3(5)B Backup Equipment and Monitoring.....	88
7-08.3(5)C Flow for Bypass System Design.....	88
7-08.3(5)D Bypass Pumping Plan.....	88
7-08.4 Measurement.....	89
7-08.5 Payment.....	89
7-17 SANITARY SEWERS.....	90
7-17.1 Description.....	90
7-17.2 Materials.....	90
7-17.3 Construction Requirements.....	90
7-17.3(2)A General.....	90
7-17.3(2)H Television Inspection.....	90
7-17.4 Measurement.....	92
7-17.5 Payment.....	93
7-18 SIDE SEWERS.....	94
7-18.1 Description.....	94
7-18.2 Materials.....	94
7-18.3(1) Construction Requirements.....	94
7-18.3(1) General.....	94

7-18.4 Measurement.....	94
7-18.5 Payment	94
7-19 SEWER CLEANOUTS.....	95
7-19.3 Construction Requirements	95
7-19.4 Measurement.....	95
7-19.5 Payment	95
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL	96
8-01.1 Description.....	96
8-01.3 Construction Requirements	96
8-01.3(1) General	96
8-01.3(1)A Submittals	96
8-01.3(1)B Erosion and Sediment Control (ESC) Lead	97
8-01.3(1)C Water Management	98
8-01.3(2) Temporary Seeding and Mulching	98
8-01.3(2)B Temporary Seeding.....	98
8-01.3(2)D Temporary Mulching	99
8-01.3(2)E Tackifiers	99
8-01.3(8) Street Cleaning.....	99
8-01.3(9) Sediment Control Barriers	99
8-01.3(9)D Inlet Protection.....	99
8-01.4 Measurement.....	99
8-01.4(2) Item Bids	99
8-01.5 Payment	100
8-01.5(2) Item Bids	100
8-02 ROADSIDE RESTORATION	101
8-02.1 Description.....	101
8-02.2 Materials	101
8-02.3 Construction Requirements	101
8-02.3(1) Responsibility During Construction	102
8-02.3(2)A Roadside Work Plan	102
8-02.3(4) Topsoil	102
8-02.3(4)A Topsoil Type A	102
8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation	103
8-02.3(5)A Seeding Area Preparation	103
8-02.3(5)B Lawn Area Preparation	103
8-02.3(5)C Planting Area Preparation	103

8-02.3(6) Mulch and Amendments.....	104
8-02.3(6)A Compost	104
8-02.3(6)B Fertilizers	104
8-02.3(8)C Pruning, Staking, Guying, and Wrapping	104
8-02.3(10) Lawn Installation.....	105
8-02.3(10)A Dates and Conditions for Lawn Installation	105
8-02.3(10)B Lawn Seeding and Sodding	105
8-02.3(10)C Lawn Establishment.....	105
8-02.3(11)B Bark or Woodchip Mulch	105
8-02.3(13) Plant Establishment.....	106
8-02.3(14) Plant Replacement	106
8-02.3(16) Roadside Maintenance Under Construction	107
8-02.3(17) Tree Protection.....	107
8-02.4 Measurement.....	107
8-02.5 Payment	108
8-03 IRRIGATION SYSTEM	110
8-03.1 Description.....	110
8-03.3 Construction Requirements	110
8-03.3(9) Irrigation Heads.....	110
8-03.3(9) Valve, Valve Boxes, Hose Bids	110
8-03.3(10) Flushing and Testing	110
8-03.3(1)A General Testing Requirements	110
8-03.4 Vacant	110
8-03.4 Measurement.....	110
8-03.5 Payment	111
8-04 CURBS, GUTTERS, AND SPILLWAYS.....	112
8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways.....	112
8-04.3(6) Cold Weather Work	112
8-04.5 Payment	112
8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES	113
8-06.3 Construction Requirements	113
8-06.3(1) Cold Weather Work.....	113
8-06.5 Payment	113
8-13 MONUMENT CASES	114
8-13 Monuments	114
8-13.1 Description.....	114

8-13.2	Materials	114
8-13.3	Construction Requirements	114
8-13.4	Measurement.....	114
8-13.5	Payment	114
8-14	CEMENT CONCRETE SIDEWALKS	115
8-14.3	Construction Requirements	115
8-14.3(3)	Placing and Finishing Concrete	115
8-14.3(4)	Curing	115
8-14.3(20)	Cold Weather Work	115
8-14.3(21)	Thickened Edge for Sidewalk	115
8-14.4	Measurement.....	115
8-14.5	Payment	115
8-21	PERMANENT SIGNING	117
8-21.1	Description.....	117
8-21.5	Payment	117
8-22	PAVEMENT MARKING	118
8-22.2	Materials	118
8-22.3	Construction Requirements	118
8-22.3(3)E	Installation.....	118
8-22.3(4)	Tolerances for Lines	119
8-22.4	Measurement.....	119
9-03	AGGREGATES	120
9-03.1	Aggregates for Concrete.....	120
9-03.1	Aggregates for Portland Cement Concrete	120
9-03.1(1)	General Requirements	120
9-03.21	Recycled Material	120
9-03.21(1)	General Requirements	120
9-14	EROSION CONTROL AND ROADSIDE PLANTING	121
9-14.2	Topsoil.....	121
9-14.2(1)	Topsoil Type A	121
9-14.5(8)	Compost.....	121
9-28	Signing Materials and Fabrication.....	122
9-28.1	General.....	122
9-28.9	Fiberglass Reinforced Plastic Signs.....	122

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
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of 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
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.

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

- 22
- 23 *(May 18, 2007 APWA GSP)*
- 24 *(August 7, 2006 WSDOT GSP)*
- 25 *(April 2, 2007 Tacoma GSP)*
- 26

27 The project specific Special Provisions are labeled under the headers of each Special
28 Provision as follows:

29 *(*****)*

30

31 **DESCRIPTION OF WORK**

32 *(*****)*

33
34 This Contract shall generally consist of removing and replacing existing sewer mains
35 and manholes, pavement replacement and patching, curb ramp construction and
36 landscape restoration, all in accordance with the Contract Plans, these Contract
37 Provisions, and the Standard Specifications.

38
39
40 **END OF SECTION**

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**
4 **(January 19, 2022 APWA GSP)**

5
6 *Delete the heading **Completion Dates** and the three paragraphs that follow it, and*
7 *replace them with the following:*

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

30 The day all the Work specified in the Contract is completed and all the obligations of
31 the Contractor under the contract are fulfilled by the Contractor. All documentation
32 required by the Contract and required by law must be furnished by the Contractor
33 before establishment of this date.

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

38
39 All references in the Standard Specifications or WSDOT General Special Provisions, to
40 the terms "Department of Transportation", "Washington State Transportation
41 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
42 and "State Treasurer" shall be revised to read "Contracting Agency".

43
44 All references to the terms "State" or "state" shall be revised to read "Contracting
45 Agency" unless the reference is to an administrative agency of the State of Washington,
46 a State statute or regulation, or the context reasonably indicates otherwise.

1 All references to “State Materials Laboratory” shall be revised to read “Contracting
2 Agency designated location”.

3
4 All references to “final contract voucher certification” shall be interpreted to mean the
5 Contracting Agency form(s) by which final payment is authorized, and final completion
6 and acceptance granted.

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

19 A business day is any day from Monday through Friday except holidays as listed in
20 Section 1-08.5.

21
22 **Contract Bond**

23 The definition in the Standard Specifications for “Contract Bond” applies to whatever
24 bond form(s) are required by the Contract Documents, which may be a combination of a
25 Payment Bond and a Performance Bond.

26
27 **Contract Documents**

28 See definition for “Contract”.

29
30 **Contract Time**

31 The period of time established by the terms and conditions of the Contract within which
32 the Work must be physically completed.

33
34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying the
36 Contracting Agency’s acceptance of the Bid Proposal.

37
38 **Notice to Proceed**

39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
40 and directing the Contractor to proceed with the Work and establishing the date on
41 which the Contract time begins.

42
43 **Traffic**

44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,
45 and equestrian traffic.

46
47 *This section is supplemented with the following:*

48 **(April 15, 2020 Tacoma GSP)**

49
50 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

51

1 All references in the Standard Specifications to the term “Proposal Bond” shall be
2 revised to read “Bid Bond.”

3
4 **Base Bid**

5 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
6 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to
7 Section 1-07.2.

8
9 **Calendar Day**

10 The time period of 24 hours measured from midnight to the next midnight, including
11 weekends and holidays.

12
13 **Change Order**

14 A written order to the Contractor, issued by the Contracting Agency after execution of
15 the contract, authorizing an addition, deletion, or other revision in the Work, within the
16 scope of the Contract Documents, and establishing the basis of payment and time
17 adjustments, if any, for the Work affected by the change.

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

32 Divisions One through Nine of the specified edition of the WSDOT “Standard
33 Specifications for Road, Bridge, and Municipal Construction.”

34
35
36 **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
10 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified
11 to be awarded a 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
18 Call for Bids (Advertisement for Bids) for the work.

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

28
29 **1-02.4(1) General**
30 **(January 19, 2022 APWA GSP Option B)**

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

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

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

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

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

1 completed by typing or shall be printed in ink by hand, preferably in black ink. The
2 required certifications are included as part of the Proposal Form.

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

7
8 **1-02.6 Preparation of Proposal**
9 **(December 10, 2020 APWA GSP, Option B)**

10 *Supplement the second paragraph with the following:*

11
12 4. If a minimum bid amount has been established for any item, the unit or lump sum
13 price must equal or exceed the minimum amount stated.

14
15 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
16 initialed by the signer of the bid.

17
18 *Delete the last two paragraphs, and replace them with the following:*

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

25
26 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

39
40 *The fourth paragraph is revised to read:*
41 **(October 18, 2013 Tacoma GSP)**

42
43 The bidder shall submit the following completed forms:
44 City of Tacoma – Equity in Contracting Utilization Form

45
46 **1-02.7 Bid Deposit**
47 **(March 1, 2021 Tacoma GSP)**

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

49 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
50 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any

1 proposal bond shall be on the Contracting Agency's form and shall be signed by the
2 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify
3 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington
4 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List
5 in the State of Washington published by the Office of the Insurance Commissioner.
6

7 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
8 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.
9

10 If submitting your bid electronically, a scanned version of the original bid bond or
11 cashier's check shall accompany your electronic bid submittal. The original bid bond or
12 cashier's check shall be sent to the Contracting Agency and received by the Contracting
13 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-
14 responsive.
15

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

17
18 City of Tacoma Procurement & Payables Division
19 Tacoma Public Utilities
20 3628 S 35th St
21 Tacoma, WA 98409
22

23 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
24

25 **1-02.9 Delivery of Proposal**
26 **(April 1, 2018 Tacoma GSP)**

27 *Delete this section and replace it with the following:*
28

29 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
30 Project Number as stated in the Call for Bids clearly marked on the outside of the
31 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
32 delivery.
33

34 Electronic Proposals shall be submitted to the City via email to
35 sendbid@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on
36 the subject line of the email, or as otherwise required in the Bid Documents, to ensure
37 proper handling and delivery. All electronic documents shall be in PDF format.
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
41 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
42 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
43 Compliance with Wage Payment Statutes" document shall be received with the Bid
44 Proposal.
45

46 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
47 **(March 1, 2021 Tacoma GSP)**

48 *Delete this section and replace it with the following:*
49

1 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw,
2 revise, or supplement it if:
3 1. The Bidder submits a written request signed by an authorized person and emails
4 it to sendbid@cityoftacoma.org, and
5 2. The Contracting Agency receives the request before the time set for receipt of
6 Proposals, and
7 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
8 Agency before the time set for receipt of Bid Proposals.

9 The Bidder's written request to revise or supplement a Bid Proposal must be
10 accompanied by the revised or supplemented package in its entirety. If the Bidder does
11 not submit a revised or supplemented package, then its bid shall be considered
12 withdrawn. Late revised or supplemented Bid Proposals or late withdrawal requests will
13 be date recorded by the Contracting Agency and returned unopened.

14
15 **1-02.12 Public Opening of Proposals**
16 **(March 1, 2021 Tacoma GSP)**

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

19
20 This public bid opening will be held via webinar. Please use the link below or on the
21 Request for Bids page to join the webinar:

22
23 [https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURM](https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09)
24 [Zz09](https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09)

25
26 Preliminary and final bid results are posted at www.TacomaPurchasing.org.

27
28 **1-02.13 Irregular Proposals**
29 **(October 18, 2013 Tacoma GSP)**

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

- 31
32 1. A proposal will be considered irregular and will be rejected if:
33 a. The Bidder is not prequalified when so required;
34 b. The authorized proposal form furnished by the Contracting Agency is not
35 used or is altered;
36 c. The completed proposal form contains any unauthorized additions,
37 deletions, alternate Bids, or conditions;
38 d. The Bidder adds provisions reserving the right to reject or accept the award,
39 or enter into the Contract;
40 e. A price per unit cannot be determined from the Bid Proposal;
41 f. The Proposal form is not properly executed;
42 g. The Bidder fails to submit or properly complete a Subcontractor list, if
43 applicable, as required in Section 1-02.6;
44 h. The bidder fails to submit or properly complete the EIC forms as required in
45 Section 1-02.6;
46 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
47 the material terms of the Bid invitation; or
48 j. More than one proposal is submitted for the same project from a Bidder
49 under the same or different names.

- 1 2. A Proposal may be considered irregular and may be reject if:
- 2 a. The Proposal does not include a unit price for every Bid item;
- 3 b. Any of the unit prices are excessively unbalanced (either above or below the
- 4 amount of a reasonable Bid) to the potential detriment of the Contracting
- 5 Agency;
- 6 c. Receipt of Addenda is not acknowledged;
- 7 d. A member of a joint venture or partnership and the joint venture or
- 8 partnership submit Proposals for the same project (in such an instance, both
- 9 Bids may be rejected); or
- 10 e. If Proposal form entries are not made in ink.

11 **1-02.14 Disqualification of Bidders**

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

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

14 A Bidder will be deemed not responsible if:

- 15
- 16
- 17 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
- 18 39.04.350(1), as amended; or
- 19 2. evidence of collusion exists with any other Bidder or potential Bidder.
- 20 Participants in collusion will be restricted from submitting further bids; or
- 21 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
- 22 work or to the full extent of the bid, or to the extent that the bid exceeds the
- 23 authorized prequalification amount as may have been determined by a
- 24 prequalification of the Bidder; or
- 25 4. an unsatisfactory performance record exists based on past or current
- 26 Contracting Agency work or for work done for others, as judged from the
- 27 standpoint of conduct of the work; workmanship; or progress; affirmative
- 28 action; equal employment opportunity practices; termination for cause; or
- 29 Disadvantaged Business Enterprise, Minority Business Enterprise, or
- 30 Women's Business Enterprise utilization; or
- 31 5. there is uncompleted work (Contracting Agency or otherwise) which in the
- 32 opinion of the Contracting Agency might hinder or prevent the prompt
- 33 completion of the work bid upon; or
- 34 6. the Bidder failed to settle bills for labor or materials on past or current
- 35 contracts, unless there are extenuating circumstances acceptable to the
- 36 Contracting Agency; or
- 37 7. the Bidder has failed to complete a written public contract or has been
- 38 convicted of a crime arising from a previous public contract, unless there are
- 39 extenuating circumstances acceptable to the Contracting Agency; or
- 40 8. the Bidder is unable, financially or otherwise, to perform the work, in the
- 41 opinion of the Contracting Agency; or
- 42 9. there are any other reasons deemed proper by the Contracting Agency; or
- 43 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility
- 44 criteria listed in the Special Notice to Bidders; or
- 45 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.
- 46

47 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent

48 two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid

49 submittal deadline, documentation (sufficient in the sole judgment of the Contracting

50 Agency) demonstrating compliance with all applicable responsibility criteria, including all

51 documentation specifically listed in the supplemental criteria. The Contracting Agency

1 reserves the right to request such documentation from other Bidders as well, and to
2 request further documentation as needed to assess bidder responsibility.

3
4 The basis for evaluation of Bidder compliance with these supplemental criteria shall be
5 any documents or facts obtained by Contracting Agency (whether from the Bidder or
6 third parties) which any reasonable owner would rely on for determining such
7 compliance, including but not limited to: (i) financial, historical, or operational data from
8 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for
9 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)
10 any additional information obtained by the Contracting Agency which is believed to be
11 relevant to the matter.

12
13 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
14 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
15 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
16 with this determination, it may appeal the determination within 24 hours of receipt of the
17 Contracting Agency's determination by presenting its appeal to the Contracting Agency.
18 The Contracting Agency will consider the appeal before issuing its final determination. If
19 the final determination affirms that the Bidder is not responsible, the Contracting Agency
20 will not execute a contract with any other Bidder until at least two business days after the
21 Bidder determined to be not responsible has received the final determination.

22
23 **1-02.15 Pre Award Information**
24 **(August 14, 2013 APWA GSP)**

25
26 *Revise this section to read:*

27
28 Before awarding any contract, the Contracting Agency may require one or more of these
29 items or actions of the apparent lowest responsible bidder:

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

41
42
43 **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
8 correctness of extensions of the prices per unit and the total price. If a discrepancy
9 exists between the price per unit and the extended amount of any bid item, the price per
10 unit will control. If a minimum bid amount has been established for any item and the
11 bidder's unit or lump sum price is less than the minimum specified amount, the
12 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
13 specified amount and recalculate the extension. The total of extensions, corrected
14 where necessary, including sales taxes where applicable and such additives and/or
15 alternates as selected by the Contracting Agency, will be used by the Contracting
16 Agency for award purposes and to fix the Awarded Contract Price amount and the
17 amount of the contract bond.

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

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

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

26 *Revise this section to read:*

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

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

38
39 Within 10 calendar days after the award date, the successful bidder shall return the
40 signed Contracting Agency-prepared contract, an insurance certification as required by
41 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4. the Transfer
42 of Coverage form for the Construction Stormwater General Permit with sections I, III,
43 and VIII completed when provided. Before execution of the contract by the Contracting
44 Agency, the successful bidder shall provide any pre-award information the Contracting
45 Agency may require under Section 1-02.15.

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

1
2 If the bidder experiences circumstances beyond their control that prevents return of the
3 contract documents within the calendar days after the award date stated above, the
4 Contracting Agency may grant up to a maximum of 10 additional calendar days for
5 return of the documents, provided the Contracting Agency deems the circumstances
6 warrant it.
7

8 **1-03.4 Contract Bond**
9 **(July 23, 2015 APWA GSP)**

10 *Delete the first paragraph and replace it with the following:*

11
12 The successful bidder shall provide executed payment and performance bond(s) for the
13 full contract amount. The bond may be a combined payment and performance bond; or
14 be separate payment and performance bonds. In the case of separate payment and
15 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

42
43 **1-03.5 Failure to Execute Contract**
44 **(April 15, 2020 Tacoma GSP)**

45 *The first sentence is revised to read:*

46
47 Failure to return the insurance certification and bond with the signed contract as required
48 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
49 in the contract, or failure or refusal to sign the Contract, or failure to register as a

1 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
2 of this Bidder

3

4

5

END OF SECTION

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

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, 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 **(January 19, 2022 APWA GSP)**

21 *The first two sentences of the last paragraph of Section 1-04.4 are deleted.*

22
23 **1-04.6 Variation in Estimated Quantities**
24 **(December 30, 2022 APWA GSP, Option A)**

25 *Revise the first paragraph to read:*

26
27 Payment to the Contractor will be made only for the actual quantities of Work performed
28 and accepted in conformance with the Contract. When the accepted quantity of Work
29 performed under a unit item varies from the original Proposal quantity, payment will be at
30 the unit Contract price for all Work unless the total accepted quantity of the Contract
31 item, adjusted to exclude added or deleted amounts included in change orders accepted
32 by both parties, increases or decreases by more than 25 percent from the original
33 Proposal quantity, and if the total extended bid price for that item at time of award is
34 equal to or greater than 25 percent of the total contract price at time of award. In that
35 case, payment for contract work may be adjusted as described herein.

36
37
38 **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
10 reviewed by the Contracting Agency. Late submissions by the Contractor shall not be
11 cause for time extension.

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

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

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

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

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

39
40 **1-05.3(1) Submittal Schedule**

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

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

48
49 The Engineer's review will be completed as quickly as possible, but may require up to
50 ten (10) working days from the date the submittals or resubmittals are received until they

1 are sent to the Contractor. If more than ten (10) working days are required for the
2 Engineer's review of any individual submittal or resubmittal, an extension of time will be
3 considered in accordance with Section 1-08.8.

4 5 **1-05.3(2) Submittal Procedures**

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

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

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

16
17 Each submittal shall indicate the following:

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

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

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

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

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

43 44 **1-05.3(3) Engineer's Review of Submittals**

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

50

1 Review of a separate item does not constitute review of an assembly in which the item
2 functions.

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

7
8 **1-05.3(4) Resubmittals**

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

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

20
21 Each submittal shall have a unique number assigned to it (via e-Builder®).

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

26
27 The Contractor shall verify that all exceptions previously noted by the Engineer have
28 been accounted for.

29
30 **1-05.3(5) Submittal Requirements by Section**

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

37

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
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	Temporary Traffic Control Plan
2-01	Tree Protection Fencing
2-07.3(1)	Hydrant Permit
2-09.3(4)	Shoring Type 2 Working Drawings for Depths between 4 and 20 feet

4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-05	Catch Basins
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-17	Pipe materials
7-18	Inserta-Tees
8-01.3(1)	NPDES Construction Stormwater General Permit
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	Erosion/Sediment Control Items
8-02	Roadside Work Plan
8-02	Plant Establishment Plan
8-02	Topsoil
8-02	Vegetation and Restoration Items
8-21	Permanent Signing Materials
8-22	Pavement Marking Materials

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

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

1 A. Project Red Line Drawings:
2

3 Do not permanently conceal any work until required information has been recorded.
4 Mark drawings to show the actual installation where the installation varies from the
5 work as originally shown on the Contract drawings or indicated in the Contract
6 specifications. Give particular attention to information on concealed elements that
7 would be difficult to measure and record at a later date.
8

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

26 B. Format:
27

28 Identify and date each print; include the designation "PROJECT RED LINE
29 DRAWINGS" in a prominent location.
30

- 31 1. Prints: Organize Red Line Drawings into manageable sets. Include
32 identification on cover sheets.
33 2. Identify cover sheets as follows:
34 • Specification No.
35 • Project Name
36 • Date
37 • "PROJECT RED LINE DRAWINGS"
38 • Name of Engineer
39 • Name of Contractor
40 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line
41 Drawings and submit, on a CD-R, in pdf format.
42

43 The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all
44 costs associated with, including but not limited to, documenting, revising, updating,
45 maintaining, and submitting red line drawings at the completion of construction work.
46

47 **1-05.3(8) Clarifications**
48

49 Clarifications of the Contract intent shall be submitted via a Request for Information
50 (RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The

1 Contractor shall provide a clear and concise clarification question, specific project
2 document reference such as plan detail number or specification number, proposed
3 solution to the clarification question, and provide any supporting documentation
4 necessary to understand the clarification question.

5
6 Request for Information responses provided by the Contracting Agency shall be
7 incorporated into the Project Red-Line Drawings, if resulting in a change to the Contract
8 Plans.

9
10 Request for Information responses provided by the Contracting Agency shall not be
11 construed to be a change to the Contract Documents.

12 13 **1-05.4 Conformity With and Deviations from Plans and Stakes**

14 *Add the following two new sub-sections:*

15 16 **1-05.4(1) Roadway and Utility Surveys**

17
18 *Supplement this section with the following:*

19 **1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility** 20 **Surveys** 21 **(July 23, 2015 APWA GSP, Option 1)**

22
23 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
24 measurements the Engineer deems necessary for completion of the work. These shall
25 generally consist of one initial set of:

- 26 1. Slope stakes for establishing grading;
- 27 2. Curb grade stakes;
- 28 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
- 29 4. Offset points to establish line and grade for underground utilities such as water,
30 sewers, and storm drains.

31
32 On alley construction projects with minor grade changes, the Engineer shall provide only
33 offset hubs on one side of the alley to establish the alignment and grade.

34 35 **1-05.7 Removal of Defective and Unauthorized Work** 36 **(October 1, 2005 APWA GSP)**

37 *Supplement this section with the following:*

38
39 If the Contractor fails to remedy defective or unauthorized work within the time specified
40 in a written notice from the Engineer, or fails to perform any part of the work required by
41 the Contract Documents, the Engineer may correct and remedy such work as may be
42 identified in the written notice, with Contracting Agency forces or by such other means
43 as the Contracting Agency may deem necessary.

44
45 If the Contractor fails to comply with a written order to remedy what the Engineer
46 determines to be an emergency situation, the Engineer may have the defective and
47 unauthorized work corrected immediately, have the rejected work removed and
48 replaced, or have work the Contractor refuses to perform completed by using
49 Contracting Agency or other forces. An emergency situation is any situation when, in the
50 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
51 serious risk of loss or damage to the public.

1
2 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
3 remedying defective or unauthorized work, or work the Contractor failed or refused to
4 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
5 monies due, or to become due, the Contractor. Such direct and indirect costs shall
6 include in particular, but without limitation, compensation for additional professional
7 services required, and costs for repair and replacement of work of others destroyed or
8 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
9

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

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

18 **1-05.11 Final Inspection**

19 *Delete this section and replace it with the following:*
20

21 **1-05.11 Final Inspections and Operational Testing** 22 **(October 1, 2005 APWA GSP)** 23

24 **1-05.11(1) Substantial Completion Date** 25

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

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

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

47 The above process shall be repeated until the Engineer establishes the Substantial
48 Completion Date and the Contractor considers the work physically complete and ready
49 for final inspection.
50
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
4 inspection, the Contractor by written notice, shall request the Engineer to schedule a
5 final inspection. The Engineer will set a date for final inspection. The Engineer and the
6 Contractor will then make a final inspection and the Engineer will notify the Contractor in
7 writing of all particulars in which the final inspection reveals the work incomplete or
8 unacceptable. The Contractor shall immediately take such corrective measures as are
9 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
10 diligently, and without interruption until physical completion of the listed deficiencies.
11 This process will continue until the Engineer is satisfied the listed deficiencies have been
12 corrected.

13
14 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
15 written notice listing the deficiencies, the Engineer may, upon written notice to the
16 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
17 Section 1-05.7.

18 The Contractor will not be allowed an extension of contract time because of a delay in
19 the performance of the work attributable to the exercise of the Engineer's right
20 hereunder.

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

27
28 **1-05.11(3) Operational Testing**
29

30 It is the intent of the Contracting Agency to have at the Physical Completion Date a
31 complete and operable system. Therefore when the work involves the installation of
32 machinery or other mechanical equipment; street lighting, electrical distribution or signal
33 systems; irrigation systems; buildings; or other similar work it may be desirable for the
34 Engineer to have the Contractor operate and test the work for a period of time after final
35 inspection but prior to the physical completion date. Whenever items of work are listed in
36 the Contract Provisions for operational testing they shall be fully tested under operating
37 conditions for the time period specified to ensure their acceptability prior to the Physical
38 Completion Date. During and following the test period, the Contractor shall correct any
39 items of workmanship, materials, or equipment which prove faulty, or that are not in first
40 class operating condition. Equipment, electrical controls, meters, or other devices and
41 equipment to be tested during this period shall be tested under the observation of the
42 Engineer, so that the Engineer may determine their suitability for the purpose for which
43 they were installed. The Physical Completion Date cannot be established until testing
44 and corrections have been completed to the satisfaction of the Engineer.

45
46 The costs for power, gas, labor, material, supplies, and everything else needed to
47 successfully complete operational testing, shall be included in the unit Contract prices
48 related to the system being tested, unless specifically set forth otherwise in the proposal.

49
50 Operational and test periods, when required by the Engineer, shall not affect a
51 manufacturer's guaranties or warranties furnished under the terms of the Contract.

1 *Add the following new section:*

2
3 **1-05.12(1) One-Year Guarantee Period**
4 **(March 8, 2013 APWA GSP)**

5
6 The Contractor shall return to the project and repair or replace all defects in
7 workmanship and material discovered within one year after Final Acceptance of the
8 Work. The Contractor shall start work to remedy any such defects within 7 calendar
9 days of receiving Contracting Agency's written notice of a defect, and shall complete
10 such work within the time stated in the Contracting Agency's notice. In case of an
11 emergency, where damage may result from delay or where loss of services may result,
12 such corrections may be made by the Contracting Agency's own forces or another
13 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the
14 event the Contractor does not accomplish corrections within the time specified, the work
15 will be otherwise accomplished and the cost of same shall be paid by the Contractor.

16
17 When corrections of defects are made, the Contractor shall then be responsible for
18 correcting all defects in workmanship and materials in the corrected work for one year
19 after acceptance of the corrections by Contracting Agency.

20
21 This guarantee is supplemental to and does not limit or affect the requirements that the
22 Contractor's work comply with the requirements of the Contract or any other legal rights
23 or remedies of the Contracting Agency.

24
25 **1-05.13 Superintendents, Labor and Equipment of Contractor**
26 **(August 14, 2013 APWA GSP)**

27
28 *Delete the sixth and seventh paragraphs of this section.*

29
30 **1-05.15 Method of Serving Notices**
31 **(March 25, 2009 APWA GSP)**

32 *Revise the second paragraph to read:*

33
34 All correspondence from the Contractor shall be directed to the Project Engineer. All
35 correspondence from the Contractor constituting any notification, notice of protest, notice
36 of dispute, or other correspondence constituting notification required to be furnished
37 under the Contract, must be in paper format, hand delivered or sent via mail delivery
38 service to the Project Engineer's office. Electronic copies such as e-mails or
39 electronically delivered copies of correspondence will not constitute such notice and will
40 not comply with the requirements of the Contract.

41
42 *Add the following new section:*

43
44 **1-05.16 Water and Power**
45 **(October 1, 2005 APWA GSP)**

46
47 The Contractor shall make necessary arrangements, and shall bear the costs for power
48 and water necessary for the performance of the work, unless the Contract includes
49 power and water as a pay item.

1 *Add the following new section:*

2
3 **1-05.19 Project Management Communications**
4 **(March 16, 2018 Tacoma GSP)**

5
6 **1-05.19(1) Summary**

7
8 The Contractor shall use the Internet web based project management communications
9 tool, e-Builder® ASP software, and protocols included in that software during this
10 project. The use of project management communications as herein described does not
11 replace or change any contractual responsibilities of the participants.

12
13 User registration, electronic and computer equipment, and internet connections are the
14 responsibility of each project participant.

15
16 Nothing in this specification or the subsequent communications supersedes the parties'
17 obligations and rights for copyright or document ownership as established by the
18 Contract Documents. The use of CAD files, processes, or design information distributed
19 in this system is intended only for the project specified herein.

20
21 **1-05.19(2) Training & Support**

22
23 A group training session scheduled by the Contracting Agency will be provided for the
24 Contractor at a City of Tacoma training facility. The training session duration is generally
25 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training
26 sessions that they are assigned to. Requests for specific scheduled classes will be on a
27 first come first served basis by availability.

28
29 **1-05.19(3) Authorized Users**

30
31 Access to the web site will be by individuals who are licensed users.

- 32
33 1. The City will provide the Contractor with up to four licensed user accounts for the
34 duration of the project. The sharing of user accounts is prohibited.
35 2. Additional licensed user accounts may be purchased from e-Builder®.
36 3. Authorized users will be contacted via e-mail with a temporary user password.
37 The user shall update the required information at their first log-in and be
38 responsible for proper password protection.
39 4. Only entities with a direct Contract with the Contracting Agency will be allowed to
40 be an authorized user.

41
42 **1-05.19(4) Communications**

43
44 The use of fax, email and courier communication for this project is discouraged in favor
45 of using e-Builder® to send messages. Communication functions are as follows:

- 46
47 1. Document Integrity and Revisions: Documents, comments, drawings and other
48 data posted to the system remain a permanent component of the project. The
49 originator, time and date are recorded for each document submitted to the
50 system. Submitting a new document or record with a unique ID, originator, and
51 time stamp is the method used to make modifications or corrections.

- 1 2. Document Security: The system provides a method for communication of
2 documents. Documents allow security group assignment to respect the
3 contractual parties' communication with the exception that the Contracting
4 Agency Administrative Users have access to everything. **DO NOT POST**
5 **PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
- 6 3. Notifications and Distribution: Document distribution to project members may be
7 accomplished both within the e-Builder® system and via email depending on
8 user settings. Project document distribution to parties outside of the project
9 communication system may be accomplished by secure email of outgoing
10 documents and attachments, readable by a standard email client.
- 11 4. Except for paper documents which require original signatures and large format
12 documents (greater than 11 x 17 inches), all other documents shall be submitted
13 by transmission in electronic form to the e-Builder® web site by licensed users.
 - 14 a. Large format documents may be transmitted by hardcopy and
15 electronically via e-Builder® as otherwise agreed, or as otherwise noted
16 in the specifications.
 - 17 b. Electronic processes and document types that shall be managed via e-
18 Builder® include, but are not limited to:
 - 19 i. Request for Information (RFI)
 - 20 ii. Change Order (CO)
 - 21 iii. Submittals
 - 22 iv. Transmittals, including record of documents and materials
23 delivered in hard copy
 - 24 v. Meeting Minutes
 - 25 vi. Application for Payments
 - 26 vii. Review Comments
 - 27 viii. Inspector's Daily Field Reports (IDR)
 - 28 ix. Construction Photographs
 - 29 x. Drawings
 - 30 xi. Supplemental Sketches
 - 31 xii. Schedules
 - 32 xiii. Specifications
 - 33 xiv. Inspection Reports
 - 34 xv. Survey Requests
 - 35 xvi. TV Inspection Requests

36 37 **1-05.19(5) Record Keeping**

- 38
- 39 1. The Contracting Agency, their representatives, and the Contractor shall respond
40 to electronic documents received from e-Builder® and consider them as if
41 received in paper document form.
- 42 2. The Contracting Agency, their representatives, and the Contractor reserve the
43 right to reply or respond through e-Builder® to documents actually received in
44 paper document form.
- 45 3. The following are examples of paper documents which may require an original
46 signature:
 - 47 a. Contract
 - 48 b. Change Orders
 - 49 c. Application & Certificates for Payment
 - 50 d. Force Account and Protested Force Account forms
- 51

1 **1-05.19(6) Minimum Equipment Requirements**
2

3 In addition to other requirements specified in this Section, the Contractor shall be
4 responsible for providing suitable computers, necessary software and internet access to
5 utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat
6 Reader (compatible with current versions) are required. Contact e-Builder® for any
7 additional equipment requirements and support at the following website: [http://www.e-](http://www.e-builder.net/services/support)
8 [builder.net/services/support](http://www.e-builder.net/services/support).
9

10 No separate payment will be made for the use of e-Builder®, as this will be considered
11 incidental to the Contract. All costs incurred to carry out the requirements of utilizing and
12 maintaining e-Builder®, including but not limited to, labor, training, equipment, and
13 required software are the sole responsibility of the Contractor.
14

15 **END OF SECTION**
16

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-
8 05.3 of 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
16 otherwise;
- 17
- 18 2. Shall meet the requirements of the Contract and be approved by the Engineer;
- 19
- 20 3. May be inspected or tested at any time during their preparation and use; and
21
- 22 4. Shall not be used in the Work if they become unfit after being previously
23 approved.
- 24

24

25 **1-06.1(1) Qualified Products List (QPL)**

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

27

28 QPL's are not accepted by the City.

29

30 **1-06.1(2) Request for Approval of Material (RAM)**

31 *This section is deleted in its entirety.*

32

33

34

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
8 shall apply.

9
10 The Washington State Department of Labor and Industries shall be the sole and
11 paramount administrative agency responsible for the administration of the provisions of
12 the Washington 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
15 project site, all articles necessary for providing first aid to the injured. The Contractor
16 shall establish, publish, and make known to all employees, procedures for ensuring
17 immediate removal to a hospital, or doctor's care, persons, including employees, who
18 may have been injured on the project site. Employees should not be permitted to work
19 on the project site before the Contractor has established and made known procedures
20 for removal of injured persons to a hospital or a doctor's care.

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

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

34 *Supplement this section with the following:*

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

39
40 **1-07.2(3) Services**

41
42 The Contractor shall not collect retail sales tax from the Contracting Agency on any
43 contract wholly for professional or other services (as defined in Washington State
44 Department of Revenue Rules 138 and 244).

45
46 **1-07.9 Wages**

47
48 **1-07.9(5) Required Documents**
49 **(March 1, 2004 Tacoma GSP)**

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

51

1 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
2 subcontractors or agents.

3
4 *This section is supplemented with the following:*

5
6 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
7 dollar amount paid to each employee for each employee classification.

8
9 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
10 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
11 Payroll Affirmation form.

12
13 **1-07.15 Temporary Water Pollution/Erosion Control**
14 **(March 23, 2010 Tacoma GSP)**

15 *This section is supplemented with the following:*

16
17 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
18 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
19 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
20 Contractor shall immediately discontinue work and initiate treatment according to the
21 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
22 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
23 the City stormwater system.

24
25 High pH process water shall not be discharged to waters of the State or the City
26 stormwater system. Unless specific measures are identified in the Special Provisions,
27 high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a
28 sanitary sewer system. Disposal shall be in accordance with the City of Tacoma Surface
29 Water Management Manual or to City wastewater system with proper approval. Water
30 being infiltrated or dispersed shall have no chance of discharging directly to waters of
31 the State or the City stormwater system, including wetlands or conveyances that
32 indirectly lead to waters of the State. High pH process water shall be treated to within a
33 range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a
34 violation of groundwater quality standards. If water is discharged to the sanitary sewer,
35 the Contractor shall provide a copy of permits and requirements for placing the material
36 into a sanitary sewer system prior to beginning the work. Process water may be
37 collected and disposed of by the Contractor off the project site. The Contractor shall
38 provide a copy of the permit for an approved waste site for the disposal of the process
39 water prior to the start of work that generates the process water. A Special Approved
40 Discharge permit shall be required for all discharges to the sanitary sewer system.

41
42 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
43 **(February 9, 2011 Tacoma GSP)**

44 *This section is revised to read:*

45
46 The Contractor shall prepare a project-specific spill prevention, control, and
47 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
48 Contractor shall submit the plan to the Project Engineer no later than the date of the
49 preconstruction conference. No on-site construction activities may commence until the
50 Contracting Agency accepts an SPCC Plan for the project.

1
2 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
3 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
4 Manual (M 31-11). Occupational safety and health requirements that may pertain to
5 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
6 296-843.

7
8 **Implementation Requirements**

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

15
16 If hazardous materials are encountered or spilled during construction, the Contractor
17 shall do everything possible to control and contain the material until appropriate
18 measures can be taken. The Contractor shall supply and maintain spill response kits of
19 appropriate size within close proximity to hazardous materials and equipment.

20
21 The Contractor shall implement the spill prevention measures identified in the SPCC
22 Plan before performing any of the following:

- 23
24 1. Placing materials or equipment in staging or storage areas.
25
26 2. Refueling, washing, or maintaining equipment.
27
28 3. Stockpiling contaminated materials.
29

30 **SPCC Plan Element Requirements**

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

- 32
33 1. **Responsible Personnel**
34 Identify the name(s), title(s), and contact information, including a 24/7 emergency
35 contact number, for the personnel responsible for implementing and updating the
36 plan, including all spill responders.
37
38 2. **Spill Reporting**
39 List the names and telephone numbers of the Federal, State, and local agencies
40 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
41 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
42 City Source Control Spill Response number at 253.502.2222.
43
44 3. **Project and Site Information**
45 Describe the following items:
46 A. The project Work.
47 B. The site location and boundaries.
48 C. The drainage pathways from the site, including both stormwater and sanitary
49 conveyance pathways.
50 D. Nearby waterways and sensitive areas and their distances from the site.
51

- 1 4. Potential Spill Sources
2 Describe each of the following for all potentially hazardous materials brought or
3 generated on-site (including materials used for equipment operation, refueling,
4 maintenance, or cleaning):
5 A. Name of material and its intended use.
6 B. Estimated maximum amount on-site at any one time.
7 C. Location(s) (including any equipment used below the ordinary high water line)
8 where the material will be staged, used, and stored and the distance(s) from
9 nearby waterways and sensitive areas.
10 D. Decontamination location and procedure for equipment that comes into
11 contact with the material.
12 E. Disposal procedures.
13 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
14 material.
- 15 5. Pre-Existing Contamination
16 Describe any pre-existing contamination and contaminant sources (such as
17 buried pipes or tanks) in the project area that are described in the Contract
18 documents. Identify equipment and work practices that will be used to prevent
19 the release of contamination.
20
- 21 6. Spill Prevention and Response Training
22 Describe how and when all personnel (including refueling Contractors and
23 Subcontractors) will be trained in spill prevention, containment, and response in
24 accordance with the Plan. Describe how and when all spill responders will be
25 trained in accordance with WAC 296-824.
26
- 27 7. Spill Prevention
28 Describe the following items:
29
- 30 A. Spill response kit contents and location(s).
31 B. Security measures for potential spill sources.
32 C. Secondary containment practices and structures for all containers to handle
33 the maximum volume of potential spill of hazardous materials.
34 D. Methods used to prevent stormwater from contacting hazardous materials.
35 E. Site inspection procedures and frequency.
36 F. Equipment and structure maintenance practices.
37 G. Daily inspection and cleanup procedures that ensure all equipment used
38 below the ordinary high water line is free of all external petroleum-based
39 products.
40 H. Refueling procedures for equipment that cannot be moved from below the
41 ordinary high water line.
42
- 43 8. Spill Response
44 Outline the response procedures the Contractor will follow for each scenario
45 listed below. Include a description of the actions the Contractor shall take and the
46 specific on-site spill response equipment that shall be used to assess the spill,
47 secure the area, contain and eliminate the spill source, and clean up and dispose
48 of spilled and contaminated material.
49
- 50 Response procedures shall be outlined in the Spill Response section and shall
51 include notification to the City of Tacoma Wastewater Treatment Plant

1 Operations number at 253.591.5595 and the City Source Control Spill Response
2 number at 253.502.2222.

- 3
4 A. A spill of each type of hazardous material at each location identified in 4,
5 above.
6 B. Stormwater that has come into contact with hazardous materials.
7 C. Drainage pathways from the site, including both stormwater and sanitary
8 conveyance pathways.
9 D. A release or spill of any unknown pre-existing contamination and contaminant
10 sources (such as buried pipes or tanks) encountered during project Work.
11 E. A spill occurring during Work with equipment used below the ordinary high
12 water line.

13
14 If the Contractor will use a Subcontractor for spill response, provide contact
15 information for the Subcontractor under item 1 (above), identify when the
16 Subcontractor will be used, and describe actions the Contractor shall take while
17 waiting for the Subcontractor to respond.

18
19 **9. Project Site Map**

20 Provide a map showing the following items:

- 21
22 A. Site location and boundaries.
23 B. Site access roads.
24 C. Drainage pathways from the site.
25 D. Nearby waterways and sensitive areas.
26 E. Hazardous materials, equipment, and decontamination areas identified in 4,
27 above.
28 F. Pre-existing contamination or contaminant sources described in 5, above.
29 G. Spill prevention and response equipment described in 7 and 8, above.

30
31 **10. Spill Report Forms**

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

34
35 **Payment**

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

38
39 "SPCC Plan," lump sum.

40
41 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
42 shall receive 50-percent of the lump sum Contract price for the plan.

43
44 The remaining 50-percent of the lump sum price will be paid after the materials and
45 equipment called for in the plan are mobilized to the project.

46
47 The lump sum payment for "SPCC Plan" shall be full pay for:

- 48
49 1. All costs associated with creating the accepted SPCC Plan.
50

- 1 2. All costs associated with providing and maintaining the on-site spill prevention
2 equipment described in the accepted SPCC Plan.
- 3
- 4 3. All costs associated with providing and maintaining the on-site standby spill
5 response equipment and materials described in the accepted SPCC Plan.
- 6
- 7 4. All costs associated with implementing the spill prevention measures identified in
8 the accepted SPCC Plan.
- 9
- 10 5. All costs associated with updating the SPCC Plan as required by this
11 Specification.
- 12

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

16 **1-07.16 Protection and Restoration of Property**

17 **1-07.16(1) Private/Public Property** 18 **(January 13, 2011 Tacoma GSP)**

19 *This section is supplemented with the following:*

20
21
22
23 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
24 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
25 or better condition.

26
27 The Contractor shall contact all property owners and tenants in the vicinity of this project,
28 via newsletter/ mailing, a minimum of one (1) week prior to start of construction. The
29 Contractor shall submit a draft of the property owner notification prior to posting/ mailing.

30
31 The newsletter/ mailing shall advise the owners and tenants of the construction schedule
32 and indicate the Contractor's name, contact person, and telephone numbers.

33 **1-07.16(2) Vegetation Protection and Restoration** 34 **(August 2, 2010 WSDOT GSP, Option 1)**

35 *Section 1-07.16(2) is supplemented with the following:*

36
37
38 Vegetation and soil protection zones for trees shall extend out from the trunk to a
39 distance of 1 foot radius for each inch of trunk diameter at breast height unless
40 otherwise indicated in the plans.

41
42 Vegetation and soil protection zones for shrubs shall extend out from the stems at
43 ground level to twice the radius of the shrub unless otherwise indicated in the plans.

44
45 Vegetation and soil protection zones for herbaceous vegetation shall extend to
46 encompass the diameter of the plant as measured from the outer edge of the plant.

47

1 (*****)

2 *This section is supplemented with the following:*

3
4 Special Tree Protection measures as noted on the Plans shall meet the requirements of
5 Section 2-01.3(3).

6
7 **1-07.17 Utilities and Similar Facilities**
8 **(June 1, 2023 Tacoma GSP)**

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

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

18
19 The Contractor shall coordinate their work with all utilities and other organizations which
20 have to adjust or revise their facilities within the project area. These may include, but
21 are not limited to:

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

48
49 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
50 other electric or water utility structure owned by the City of Tacoma, the Contractor shall

1 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone
2 number 502-8044, and arrange for an inspection before proceeding. The Contractor
3 shall perform, at the Contractor's expense, such additional work as is required to protect
4 the pole or structure from subsidence. The Contractor may be directed to suspend work
5 at the site of any such excavation until such utility structures are adequately protected.
6

7 Garbage, recycling, and yard waste pick up within the project limits is on Fridays for the
8 residences around the intersection of N 10th & Stevens and on Wednesdays for the
9 residences around the intersection of N 15th and N Junett Street.

10
11 **1-07.18 Public Liability and Property Damage Insurance**

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

13
14 **1-07.18 Insurance**
15 **(December 17, 2019 Tacoma GSP)**
16

17 During the course and performance of the services herein specified, the Contractor will
18 maintain the insurance coverage in the amounts and in the manner specified in the City
19 of Tacoma Insurance Requirements as is applicable to the services and deliverables
20 provided under this Contract. The City of Tacoma Insurance Requirements document is
21 fully incorporated herein by reference.
22

23 Failure by the Contracting Agency to identify a deficiency in the insurance
24 documentation provided by the Contractor or failure of the Contracting Agency to
25 demand verification of coverage or compliance by the Contractor with these insurance
26 requirements shall not be construed as a waiver of the Contractor's obligation to
27 maintain such insurance.
28

29 **1-07.23 Public Convenience and Safety**
30

31 **1-07.23(1) Construction under Traffic**
32 **(March 1, 2004 Tacoma GSP)**

33 *This section is supplemented with the following:*
34

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

38 The following roadways are considered local roadways and may be closed to through
39 traffic with submitted and approved traffic control plan (indicating scope of work, duration
40 of closure, and any adjacent concurrent work, closures, and any other temporary traffic
41 control provisions) and proper advanced notice per the City of Tacoma Traffic Control
42 Handbook. Concurrent local road closures may not be permitted in the same area if it
43 causes undue circulation and/or access issues. Access (vehicular and non-motorized)
44 to/from local residences and/or businesses must still be maintained:
45

- 46 • N 11 Street / N 12 Street alley, between N Verde Street and N Stevens Street
- 47 • N 10th Street / N 11 Street alley, between N Verde Street and N Stevens Street
- 48 • N 10th Street, between Mason Avenue and Monroe Street
- 49 • Mason Avenue, between N 9th Street and N 10th Street
- 50 • Tyler Street, between N 9th Street and N 10th Street

- N 14th Street / N 15th Street alley, between N Cedar Street and N Junett Street
- N Junett Street, between N 14th Street and N 15th Street

To ensure a stable, all-weather, non-debris-creating travel condition, vehicular access shall be via a paved (pre-construction conditions, temporarily implemented, or final paving) or plated (with additional advance notice/signing) at all times where the local roadway is not closed.

N Stevens Street shall remain fully open to all vehicular traffic (two-way in separate lanes) and all pedestrian traffic at all times with the following exceptions:

- Single-lane closures maintaining two-way traffic flow in shifted/temporary lanes (with concurrent parking lane and bike lane closure(s)) will be allowed between the hours of 7 a.m. and 6 p.m. on weekdays with an accompanying traffic control plan (submitted at least 15 working days before work begins) and the approval of the Engineer. The Contractor will be responsible for coordinating this work with the Engineer for approval. The Contractor shall stage work to maintain access to and egress from all properties at all times.
- The Contractor shall coordinate disruptions to Pierce Transit routes and/or bus stops (if applicable to the area), and including Tacoma School District buses (if active), at least five (5) working days prior to impacts to/encroachments into N Stevens Street.
- To ensure a stable, all-weather, non-debris-creating travel condition, vehicular access shall be via a paved (pre-construction conditions, temporarily implemented, or final paving) or plated (with additional advance notice/signing) travel way at all times.

In addition, advance coordination with the Tacoma School District and Jefferson Elementary School (if active or supporting summer programs/school access) is required by the Contractor to disseminate (with City review and approval) construction and parking/intersection impact information as advised by the school/school district.

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.

The temporary traffic control devices defining any right-of-way encroachments shall be affixed with Type C steady burn lights for increased conspicuity if they will be in use during low-light/night-time conditions.

Portable Changeable Message Signs (PCMS) must be established at least seven (7) calendar days in advance of work starting on a given arterial roadway (e.g., N Stevens Street) to advise traveling public of upcoming work and lane closures/restrictions at beginning of work zone corridor and on any approaches to the work zone corridor from intermediate arterial roadways. PCMS shall be maintained until temporary traffic control provisions have been established (including those that are established and removed daily), but PCMS must be redeployed at least seven (7) days in advance of a new stage/area of work that requires new notice to the traveling public as determined by the City.

1 To minimize the disruption to access of adjacent properties the lane closure area shall
2 be limited to that area of active work and necessary for appropriate lane closure tapers.
3 The Contractor shall stage work to maintain access to and egress from all properties at
4 all times. Any road/lane closures shall be coordinated with the adjacent properties,
5 businesses, other contractors working within the project vicinity, local transit agencies
6 and the City. The Contractor shall notify all property owners and tenants of detours,
7 street and alley closures, or other restrictions that may interfere with their access.
8 Notification shall be at least five (5) working days in advance.
9

10 A safe pedestrian access shall be provided at all times through the project area. Project
11 work at/near intersection corners that also preclude use of the sidewalk and/or
12 pedestrian ramps shall allow for pedestrian passage to and through the corner (in a
13 direction, or directions, commensurate with work zone allowances) through existing
14 conditions or temporarily established conditions meeting or exceeding the level of
15 accessibility that existed prior to the project. Additionally, spotters shall be provided to
16 assist pedestrians (and particularly those related to the school site) as part of the
17 temporary traffic control provisions for any locations identified as a school walking
18 route/crossing.
19

20 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
21 construction work, parking may be restricted either entirely or during the time when it
22 creates a hazard. Signs for restricting parking shall be approved by the City and placed
23 by the Contractor at least seventy-two (72) hours in advance. The Contractor shall be
24 responsible for and shall maintain all such signs. The replacement of signs restricting
25 parking shall be as approved by the Engineer through their inclusion in a submitted
26 traffic control plan (provided at least 15 working days before work begins).
27

28 Emergency traffic, such as police, fire, and disaster units, shall be provided priority
29 access at all times. In addition, the Contractor shall coordinate Contractor activities with
30 all disposal firms and transit bus service that may be operating in the project area.
31

32 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
33 areas of public traffic or where such debris may be transported into a drainage system.
34 When construction operations are such that debris from the work is deposited on the
35 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
36 debris which may accumulate on the roadway surface. Should daily removal be
37 insufficient to keep the streets clean, the Contractor shall perform removal operations on
38 a more frequent basis. If the Engineer determines that a more frequent cleaning is
39 impractical or if the Contractor fails to keep the streets free from deposits and debris
40 resulting from the work, the Contractor shall, upon order of the Engineer, provide
41 facilities for and remove all deposits from the tires or between wheels before trucks or
42 other equipment will be allowed to travel over paved streets. Should the Contractor fail
43 or refuse to clean the streets in question, or the trucks or equipment in question, the
44 Engineer may order the work suspended at the Contractor's risk until compliance with
45 Contractor's obligations is assured, or the Engineer may order the streets in question
46 cleaned by others and such costs incurred by the City in achieving compliance with
47 these contract requirements, including cleaning of the streets, shall be deducted from
48 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
49 have no claim for delay or additional costs should the Engineer choose to suspend the
50 Contractor's work until compliance is achieved.
51

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

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

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

20 The Contractor shall notify the Engineer five (5) working days in advance of
21 implementation of any street closures/detours allowed under the Contract. Advance
22 notice signing shall be placed a minimum of five (5) working days prior to implementation
23 of any street closure/detour.
24

25 The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any
26 street closure. The Contractor shall notify all other entities listed below a minimum of five
27 (5) working days prior to any street closure:
28

29 Tacoma Fire Dept.	(253-591-5775)
30 Tacoma Police Dept.	(253-591-5932)
31 LESA Communications Center	(253-798-4721 - Opt.#2)
32 Tacoma Public Schools Transportation Office	(253-571-1853)
33 Pierce Transit	(253-377-5027)
34 Tacoma Environmental Services Solid Waste	(253-591-5544)
35 Tacoma Public Works Engineering Division	(253-591-5500)
36 Tacoma Public Works Streets and Grounds	(253-591-5495)

37

38 **1-07.24 Rights of Way**
39 **(July 23, 2015 APWA GSP)**
40

41 *Delete this section and replace it with the following:*
42

43 Street Right of Way lines, limits of easements, and limits of construction permits are
44 indicated in the Plans. The Contractor's construction activities shall be confined within
45 these limits unless arrangements for use of private property are made.
46

47 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
48 way and easements, both permanent and temporary, necessary for carrying out the
49 work. Exceptions to this are noted in the Bid Documents or will be brought to the
50 Contractor's attention by a duly issued Addendum.
51

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

7
8 Whenever easements or rights of entry have not been acquired prior to advertising,
9 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
10 of the work in areas where right of way, easements or rights of entry have not been
11 acquired until the Engineer certifies to the Contractor that the right of way or easement is
12 available or that the right of entry has been received. If the Contractor is delayed due to
13 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
14 entry or right of way, the Contractor will be entitled to an extension of time. The
15 Contractor agrees that such delay shall not be a breach of contract.

16
17 Each property owner shall be given 48 hours' notice prior to entry by the Contractor.
18 This includes entry onto easements and private property where private improvements
19 must be adjusted.

20
21 The Contractor shall be responsible for providing, without expense or liability to the
22 Contracting Agency, any additional land and access thereto that the Contractor may
23 desire for temporary construction facilities, storage of materials, or other Contractor
24 needs. However, before using any private property, whether adjoining the work or not,
25 the Contractor shall file with the Engineer a written permission of the private property
26 owner, and, upon vacating the premises, a written release from the property owner of
27 each property disturbed or otherwise interfered with by reasons of construction pursued
28 under this contract. The statement shall be signed by the private property owner, or
29 proper authority acting for the owner of the private property affected, stating that
30 permission has been granted to use the property and all necessary permits have been
31 obtained or, in the case of a release, that the restoration of the property has been
32 satisfactorily accomplished. The statement shall include the parcel number, address,
33 and date of signature. Written releases must be filed with the Engineer before the
34 Completion Date will be established.

35
36
37 **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
11 between the Contractor, the Engineer and such other interested parties as may be
12 invited. The purpose 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
15 affected by the work;
- 16 3. To establish and review procedures for progress payment, notifications,
17 approvals, 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
32 Agency, the normal straight time working hours for the contract shall be any consecutive
33 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour
34 lunch break and a 5-day work week. The normal straight time 8-hour working period for
35 the contract shall be established at the preconstruction conference or prior to the
36 Contractor commencing the work.

37
38 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00
39 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer
40 for permission to work such times. Permission to work longer than an 8-hour period
41 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to
42 the Engineer no later than noon on the working day prior to the day for which the
43 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
47 subject to noise control requirements. Approval to continue work during these hours
48 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
49 control regulations or complaints are received from the public or adjoining property
50 owners regarding the noise from the Contractor's operations. The Contractor shall have
51 no claim for damages or delays should such permission be revoked for these reasons.

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

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

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

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

30
31 **1-08.1 Subcontracting**
32 **(December 30, 2022 APWA GSP, Option A)**

33
34 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
35 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
36 agreement between the Contractor and the subcontractor or between the subcontractor
37 and any lower tier subcontractor has been executed. This certification shall also
38 guarantee that these subcontract agreements include all the documents required by the
39 Special Provision Federal Agency Inspection.

40
41 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work
42 under the contract until the following documents have been completed and submitted to
43 the Engineer:

- 44
45 1. Request to Sublet Work (WSDOT Form 421-012)

46
47 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
48 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
49 payment until every Subcontractor and lower tier Subcontractor's retainage has been
50 released.

1
2 The Contractor's records pertaining to the requirements of this Special Provision shall be
3 open to inspection or audit by representatives of the Contracting Agency during the life
4 of the contract and for a period of not less than three years after the date of acceptance
5 of the contract. The Contractor shall retain these records for that period. The Contractor
6 shall also guarantee that these records of all subcontractors and lower tier
7 subcontractors shall be available and open to similar inspection or audit for the same
8 time period.

9
10 **1-08.1(5) Restrictions on Subcontracting**
11 **(August 8, 2023 Tacoma GSP)**

12
13 *This section is deleted.*

14
15 **1-08.1(7)A Payment Certification**
16 **(August 8, 2023 Tacoma GSP)**

17
18 *This section is deleted.*

19
20 *Replace 1-08.1(8) in its entirety with the following:*

21 **1-08.1(8) Subcontracting – Equity in Contracting**
22 **(August 8, 2023 Tacoma GSP)**

23
24 The Contractor shall follow the Equity in Contracting Program included in these
25 specifications, which shall be considered part of the Contract.

26
27 **1-08.4 Prosecution of Work**

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

29
30 **1-08.4 Notice to Proceed and Prosecution of Work**
31 **(July 23, 2015 APWA GSP)**

32
33 Notice to Proceed will be given after the contract has been executed and the contract
34 bond and evidence of insurance have been approved and filed by the Contracting
35 Agency. The Contractor shall not commence with the work until the Notice to Proceed
36 has been given by the Engineer. The Contractor shall commence construction activities
37 on the project site within ten days of the Notice to Proceed Date, unless otherwise
38 approved in writing. The Contractor shall diligently pursue the work to the physical
39 completion date within the time specified in the contract. Voluntary shutdown or slowing
40 of operations by the Contractor shall not relieve the Contractor of the responsibility to
41 complete the work within the time(s) specified in the contract.

42
43 When shown in the Plans, the first order of work shall be the installation of high visibility
44 fencing to delineate all areas for protection or restoration, as described in the Contract.
45 Installation of high visibility fencing adjacent to the roadway shall occur after the
46 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
47 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
48 the fence. No other work shall be performed on the site until the Contracting Agency has
49 accepted the installation of high visibility fencing, as described in the Contract.

50

1 **1-08.5 Time for Completion**
2 **(March 16, 2016 Tacoma GSP)**

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

4
5 Contract time shall begin on the first working day following the Notice to Proceed Date.

6
7 Each working day shall be charged to the contract as it occurs, until the contract work is
8 physically complete. If substantial completion has been granted and all the authorized
9 working days have been used, charging of working days will cease. Each week the
10 Engineer will provide the Contractor a statement that shows the number of working days:
11 (1) charged to the contract the week before; (2) specified for the physical completion of
12 the contract; and (3) remaining for the physical completion of the contract. The
13 statement will also show the nonworking days and any partial or whole day the Engineer
14 declares as unworkable. Within 10 calendar days after the date of each statement, the
15 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
16 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
17 ascertain the basis and amount of time disputed. By not filing such detailed protest in
18 that period, the Contractor shall be deemed as having accepted the statement as
19 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
20 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
21 be charged as a working day then the fifth day of that week will be charged as a working
22 day whether or not the Contractor works on that day.

23
24 *Revise the sixth paragraph to read:*

25
26 The Engineer will give the Contractor written notice of the completion date of the
27 contract after all the Contractor's obligations under the contract have been performed by
28 the Contractor. The following events must occur before the Completion Date can be
29 established:

- 30 1. The physical work on the project must be complete; and
- 31 2. The Contractor must furnish all documentation required by the contract and
32 required by law, to allow the Contracting Agency to process final acceptance of
33 the contract. The following documents must be received by the Project Engineer
34 prior to establishing a completion date:
 - 35 a. Certified Payrolls (per Section 1-07.9(5)).
 - 36 b. Material Acceptance Certification Documents
 - 37 c. Reports of Amounts Credited as EIC Participation, as required by the
38 Contract Provisions.
 - 39 d. Final Contract Voucher Certification
 - 40 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
41 and all Subcontractors
 - 42 f. Property owner releases per Section 1-07.24

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

45 **(March 1, 2004 Tacoma GSP)**

46
47 This project shall be physically completed within 110 working days.

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

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

4
5 Accordingly, the Contractor agrees:

- 6
7 1. To pay (according to the following formula) liquidated damages for each working
8 day beyond the number of working days established for Physical Completion,
9 and
10
11 2. To authorize the Engineer to deduct these liquidated damages from any money
12 due or coming due to the Contractor.
13

14 **Liquidated Damages Formula**

15
16 $LD = 0.15C/T$
17

18 Where:

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

20 C = original Contract amount

21 T = original time for Physical Completion
22

23 When the Contract Work has progressed to Substantial Completion as defined in the
24 Contract, the Engineer may determine the Contract Work is Substantially Complete.
25 The Engineer will notify the Contractor in writing of the Substantial Completion Date. For
26 overruns in Contract time occurring after the date so established, the formula for
27 liquidated damages shown above will not apply. For overruns in Contract time occurring
28 after the Substantial Completion Date, liquidated damages shall be assessed on the
29 basis of direct engineering and related costs assignable to the project until the actual
30 Physical Completion Date of all the Contract Work. The Contractor shall complete the
31 remaining Work as promptly as possible. Upon request by the Project Engineer, the
32 Contractor shall furnish a written schedule for completing the physical Work on the
33 Contract.
34
35
36

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 1)**

5
6 *Revise the third paragraph to read:*

7
8 **Scale Operations** – “Contractor-provided scale operations” are defined as operations
9 where a scale is set up by the Contractor specifically for the project and most, if not all,
10 material weighed on the scale is utilized for Contract Work. In this situation, the
11 Contractor shall provide, set up, and maintain the scales necessary to perform this
12 Work. The Contracting Agency will provide a person to operate the project scale, write
13 tickets, perform scale checks and prepare reports.

14
15 **1-09.2(1) General Requirements for Weighing Equipment**
16 **(July 23, 2015 APWA GSP, Option 2)**

17
18 *Revise item 4 of the fifth paragraph to read:*

- 19
20 4. Test results and scale weight records for each day’s hauling operations are
21 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
22 Scaleman’s Daily Report, unless the printed ticket contains the same information
23 that is on the Scaleman’s Daily Report Form. The scale operator must provide
24 AM and/or PM tare weights for each truck on the printed ticket.

25
26 **1-09.6 Force Account**
27 **(October 10, 2008 APWA GSP)**

28 *Supplement this Section with the following:*

29
30 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
31 all items to be paid per force account, only to provide a common proposal for Bidders.
32 All such dollar amounts are to become a part of Contractor's total bid. However, the
33 Contracting Agency does not warrant expressly or by implication, that the actual amount
34 of work will correspond with those estimates. Payment will be made on the basis of the
35 amount of work actually authorized by Engineer.

36
37 **(January 13, 2011 Tacoma GSP)**

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

39
40 The Contractor shall submit a comprehensive summary list of all equipment anticipated
41 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
42 The list shall include the contractor’s equipment number, make, model, year, operation
43 rate, standby rate, applicable attachments and any other applicable information
44 necessary to determine the applicable rates in accordance with this section. In addition,
45 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
46 for each piece of equipment in the summary list. Access to the Equipment Watch web
47 site is available at the City’s Construction Management Office.
48
49
50

1 **1-09.9 Payments**
2 **(March 13, 2012 APWA GSP)**

3
4 *Delete the first four paragraphs and replace them with the following:*

5
6 The basis of payment will be the actual quantities of Work performed according to the
7 Contract and as specified for payment.

8
9 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
10 Preconstruction Conference, to enable the Project Engineer to determine the Work
11 performed on a monthly basis. A breakdown is not required for lump sum items that
12 include a basis for incremental payments as part of the respective Specification. Absent
13 a lump sum breakdown, the Project Engineer will make a determination based on
14 information available. The Project Engineer's determination of the cost of work shall be
15 final.

16
17 Progress payments for completed work and material on hand will be based upon
18 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
19 established at the preconstruction conference.

20
21 The initial progress estimate will be made not later than 30 days after the Contractor
22 commences the work, and successive progress estimates will be made every month
23 thereafter until the Completion Date. Progress estimates made during progress of the
24 work are tentative, and made only for the purpose of determining progress payments.
25 The progress estimates are subject to change at any time prior to the calculation of the
26 final payment.

27
28 The value of the progress estimate will be the sum of the following:

- 29 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
30 units of work completed multiplied by the unit price.
- 31 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
32 sum breakdown for that item, or absent such a breakdown, based on the
33 Engineer's determination.
- 34 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
35 site or other storage area approved by the Engineer.
- 36 4. Change Orders — entitlement for approved extra cost or completed extra work
37 as determined by the Engineer.

38
39 Progress payments will be made in accordance with the progress estimate less:

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

44
45 Progress payments for work performed shall not be evidence of acceptable performance
46 or an admission by the Contracting Agency that any work has been satisfactorily
47 completed. The determination of payments under the contract will be final in accordance
48 with Section 1-05.1.

49

1 *This section is supplemented with the following:*
2 **(January 6, 2015 Tacoma GSP)**

3
4 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
5 include all costs for labor, equipment, materials, and taxes (as applicable) associated
6 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
7 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
8 Standard Specifications.

9
10 Stockpiled Material - The point of acceptance of stockpiled material for payment and
11 quality shall be at the time of incorporation into the contract.

12
13 **1-09.9(1) Retainage**
14 **(May 10, 2006 Tacoma GSP)**

15 *The fourth paragraph is supplemented with the following:*

- 16
17 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
18 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

19
20 **1-09.13(3)A Administration of Arbitration**
21 **(October 1, 2005 APWA GSP)**

22 *Revise the third paragraph to read:*

23
24 The Contracting Agency and the Contractor mutually agree to be bound by the decision
25 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
26 entered in the Superior Court of the county in which the Contracting Agency's
27 headquarters are located. The decision of the arbitrator and the specific basis for the
28 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

29
30
31

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 and ramp closures shall be for the minimum time required to complete
13 the Work.

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

16
17 The Contracting Agency will make all necessary temporary adjustments to existing traffic
18 signals and traffic signal activators.

19
20 Existing signs shall not be removed until the Contractor has provided for temporary
21 measures sufficient to safeguard and direct traffic after existing signs have been
22 removed. Preservation of temporary traffic control and street name signs shall be the
23 sole responsibility of the Contractor.

24
25 As the work progresses and permits, temporarily relocated and/or removed traffic signs
26 shall be reset in their permanent location. Permanent signs and other traffic control
27 devices damaged or lost by the Contractor shall be replaced or repaired at the
28 Contractor's expense.

29
30 **1-10.2 Traffic Control Management**

31
32 **1-10.2(1) General**

33 **(January 10, 2022 Tacoma GSP)**

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

35
36 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
37 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
38 following:

39
40 The Northwest Laborers-Employers Training Trust
41 27055 Ohio Ave.
42 Kingston, WA 98346
43 (360) 297-3035

44
45 Evergreen Safety Council
46 12545 135th Ave. NE
47 Kirkland, WA 98034-8709
48 1-800-521-0778

49
50 The American Traffic Safety Services Association
51 15 Riverside Parkway, Suite 100

1 Fredericksburg, Virginia 22406-1022
2 Training Dept. Toll Free (877) 642-4637
3 Phone: (540) 368-1701

4
5 Integrity Safety
6 13912 NE 20th Ave.
7 Vancouver, WA 98686
8 (360) 574-6071
9 <https://www.integritysafety.com>

10
11 US Safety Alliance
12 (904) 705-5660
13 <https://www.ussafetyalliance.com>

14
15 K&D Services Inc.
16 2719 Rockefeller Ave. Everett, WA 98201
17 (800) 343-4049
18 <https://www.kndservices.net>

19
20 **1-10.3(3)A Construction Signs**
21 **(January 11, 2006 Tacoma GSP)**

22 *The fifth paragraph is revised to read:*

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

27
28 **1-10.3(3)C Portable Changeable Message Sign**
29 **(August 4, 2010 Tacoma GSP)**

30 *This section is supplemented with the following:*

31
32 Portable Changeable Message Signs shall be required on arterials streets where
33 construction occurs for durations longer than seven (7) calendar days. Signs shall be
34 solar charged and programmable. Signs shall be provided a minimum of seven (7)
35 calendar days prior to construction and remain through the duration of the construction
36 on the arterial street (unless otherwise directed in Section 1-07.23). Signs shall be
37 provided on each end of the arterial street construction zone notifying oncoming traffic of
38 the construction conditions. All costs associated with providing and maintain the signs
39 for the required duration shall be included in the proposal item, "Project Temporary
40 Traffic Control", per lump sum.

41
42 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
43 **(January 11, 2006 Tacoma GSP)**

44 *This section is supplemented with the following:*

45
46 No unit of measure will apply to the position of traffic control manager and it will be
47 considered included in other unit contract prices in the Bid Proposal.

48
49
50

1 **1-10.5 Payment**

2

3 **1-10.5(1) Lump Sum Bid for Project (No Unit Items)**

4 **(*****)**

5 *Section 1-10.5(1) is supplemented with the following:*

6

7 Costs for layout, installation, removal, and transport of project identification signs, shall
8 be included with the Contract lump sum price for "Project Temporary Traffic Control".
9 This Bid item shall also constitute full compensation for all labor, tools, equipment, and
10 materials necessary and incidental to providing traffic and pedestrian control as required
11 throughout the project duration in compliance with the MUTCD including, but not limited
12 to, temporary illumination, reflective signage, barricades, lights, traffic cones, and
13 temporary pavement markings. Provide flaggers and a Traffic Control Supervisor during
14 all periods of construction activities and include all costs associated with preparing and
15 receiving approval for the Traffic Control Plans, including all revisions and updates
16 necessary throughout the duration of the project. The lump sum cost also includes all
17 payment for obtaining and maintaining traffic control permits and shall be included in the
18 lump sum Bid item "Project Temporary Traffic Control".

19

20

21

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 This Work shall also include Special Tree Protection measures for retaining specific
13 trees as identified for protection on the Plans.

14
15 Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be
16 considered as part of “Clearing and Grubbing” when identified for removal on the Plans.

17
18 **2-01.2 Disposal of Usable Material and Debris**

19 *The second paragraph is revised to read:*

20
21 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

22
23 **2-01.3(1) Clearing**

24 *This section is revised to read:*

- 25 1. Fell trees only within the area to be cleared.
- 26 2. Close-cut parallel to the slope of the ground all stumps to be left in the
27 cleared area outside the slope stakes.
- 28 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
- 29 4. Follow these requirements for all stumps that will be buried by fills deeper
30 than 5-feet from the top, side, or end surface of the embankment or any
31 structure and are in a location that will not be terraced as described in
32 Section 2-03.3(14):
- 33 a. Close-cut stumps under 18-inches in diameter.
- 34 b. Trim stumps that exceed 18-inches in diameter to no more than 12-
35 inches above original ground level.
- 36 5. Leave standing any trees or native growth indicated by the Engineer.
- 37 6. Trim all trees to be left standing to the height specified by the Engineer, with
38 a minimum height of eight (8) feet above sidewalk and fourteen (14) feet
39 above the roadway surface. Neatly cut all limbs close to the tree trunk.
- 40 7. Thin clumps of native growth as the Engineer may direct.
- 41 8. Protect, by fencing if necessary, all trees or native growth from any damage
42 caused by construction operations.

43
44 **2-01.3(2) Grubbing**

45 *Item e is revised to read:*

46
47 Upon which embankments will be placed, except stumps may be close-cut or trimmed
48 as allowed in Section 2-01.3(1) item 4.

1 **2-01.3(3) Vacant**

2 *Section 2-01.3(3), including title, is revised to read as follows:*

3
4 **2-01.3(3) Special Tree Protection**

5
6 Trees which shall require Special Tree Protection and which shall be retained and which
7 require arborist monitoring by a Certified Arborist have been identified on the Plans. For
8 these trees, a Tree Protection Zone (TPZ) has been defined on the Plans. Work within
9 the TPZ must be approved and monitored at all times by the Certified Project Arborist.

10
11 Tree protection for these trees shall consist of a 6-foot chain link fence installed at the
12 limits of the TPZ as approved by the Certified Project Arborist, or as shown in the Plans.
13 Fence posts shall be installed per City of Tacoma Standard Plan LS-09. Where work is
14 planned within the TPZ, install fencing at the edge of TPZ and move to limits of
15 disturbance at the time that the work within the TPZ is planned to occur. Where trees are
16 protected at the edge of the project boundary, or adjacent hardscape, tree protection
17 fencing may be modified or reduced in size upon the review of the Certified Project
18 Arborist.

19
20 Silt fencing within the TPZ of retained trees shall be installed in a manner that does not
21 sever roots. No parking, foot traffic, materials storage or dumping (including excavated
22 soils) is allowed within the TPZ.

23
24 Heavy machinery shall remain outside of the TPZ. Access to the TPZ requires approval
25 by the Owner. If the Certified Project Arborist allows, heavy machinery shall only enter
26 the TPZ if soils are protected from the additional load. Acceptable methods of soil
27 protection from heavy machinery include applying ¾ inch plywood over 4 to 6 inches of
28 wood chip mulch over the entire ground surface to be accessed by the heavy machinery.
29 All wood chip mulch placed within the TPZ shall be kept 1 foot away from the base of
30 trees and 6 inches from retained understory vegetation. Wood chip mulch placed in TPZ
31 shall meet the requirements of Section 9-14.5(3).

32
33 Contractor shall retain existing paved surfaces within or at the edge of the TPZ for as
34 long as possible. Hardscape removal within the TPZ shall be completed in a manner that
35 does not require machinery to traverse newly exposed soil. Where equipment must
36 traverse the newly exposed soil, all soil protection methods and arborist monitoring
37 requirements within this section apply.

38
39 Excavation within the TPZ shall use alternative methods such as pneumatic air
40 excavation, hydro-excavation, or hand digging, as directed by the Certified Project
41 Arborist in the field. If heavy machinery is used within the TPZ, the Contractor shall use
42 flat front buckets. When roots are encountered within the TPZ, the Contractor shall stop
43 all excavation and cleanly sever roots using a sharp saw. Contractor shall not fracture or
44 break roots with excavation equipment. All root severing shall be observed by the
45 Certified Project Arborist. Upon root severing or exposure of roots, the Contractor shall
46 immediately cover the root with soil or mulch and maintain root moisture. The Contractor
47 shall water the roots to maintain a moist condition until the area is back filled.

48
49 Fill within the TPZ shall be limited to 1-foot depth maximum of uncompacted well-
50 draining soil. In areas where fill is required, the Certified Project Arborist must review for

1 acceptance. All fill materials must be kept 1-foot at a minimum away from the trunks of
2 trees.

3
4 Pruning of trees to be retained for construction or safety clearance shall be done in
5 accordance with American National Standards Institute ANSI-A300 2017 Standard
6 Practices for Pruning. Pruning of trees to remain shall be monitored by the Certified
7 Arborist.

8
9 The Certified Project Arborist shall be on site and monitor all ground disturbing work at
10 the edge of or within the TPZ as noted on the Plans. The Certified Project Arborist shall
11 at a minimum have an International Society of Arboriculture (ISA) Certification and ISA
12 Tree Risk Assessment Qualification. Contractor shall provide two (2) weeks advance
13 notice to the arborist prior to working within the designated TPZ. All costs for hiring the
14 arborist will be supplied by the Contracting Agency. All costs resulting from construction
15 delay due to the Contractor not providing the aforementioned advanced notice to the
16 Certified Project Arborist, or construction delay due to construction techniques as
17 directed by the Certified Arborist in the field, will be the responsibility of the Contractor.
18 Contact information for the project arborist is listed below. Requests for arborist
19 monitoring must be made via email.

- 20
- 21 • Tree Solutions, arborist monitoring requests: office@treesolutions.net
- 22 • Point of Contact: Jessi Detert, phone: (206) 528-4670
- 23

24 **2-01.4 Measurement**

25 *This section is supplemented with the following:*

26
27 Special Tree Protection will be measured per each tree to be protected and retained.

28
29 No separate measurement for payment will be made for all other tree protection as
30 identified on the Plans, but shall instead be incidental to other items in the Proposal.

31
32 No separate measurement for payment will be made for tree or shrub trimming, and their
33 related cleanup, but shall instead be incidental to other items in the Proposal.

34 35 **2-01.5 Payment**

36 *This section is supplemented with the following:*

37
38 “Special Tree Protection”, per each.

39
40 The unit Contract price for “Special Tree Protection” per each shall be full payment for all
41 labor, tools, equipment, materials, coordination with the Certified Arborist, and permitting
42 necessary to install chain link fence around the TPZ, or as indicated in the plans, soil
43 protection methods, wood chip mulch, alternative methods of excavation around existing
44 roots as directed by the arborist in the field such as pneumatic air, hydro-excavation, or
45 hand digging, as well as root severing, mulch, backfill, special root protection methods,
46 and all other work necessary to protect trees to be retained in accordance with these
47 Special Provisions.

48
49
50 **END OF SECTION**

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

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

3
4 **2-02.1 Description**

5 *This section is supplemented with the following:*

6
7 The Work included in "Removal of Structures and Obstructions" shall include removal of
8 all structures, pipes and other obstructions that require removal for completion of the
9 project, and that are not included in other bid items, but are either shown in the Contract
10 plans or encountered during construction.

11
12 Removing, retaining and replacing brick and/or paving block walkway as impacted
13 adjacent 4117 N 10th Street and 4205 N 9th Street shall be included in "Removal of
14 Structures and Obstructions."

15
16 Removing, retaining and replacing paving block wall as impacted adjacent 4402 N 10th
17 Street and 1001 N Stevens Street shall be included in "Removal of Structures and
18 Obstructions." This work shall also include adjustment of the rockery wall height, and
19 installing added paving blocks in kind as needed, to match elevations of the replaced
20 ramp and sidewalk as shown in the Plans.

21
22 **2-02.3(3) Removal of Pavement, Sidewalks, and Curbs**

23 *This section is deleted.*

24
25 *Section 2-02.3 is supplemented with the following:*

26
27 **2-02.3(4) Pothole Existing Utility**

28 *Add the following new section:*

29
30 Locations of known possible utility crossings between the planned improvements and
31 existing utilities are shown on the Plans based on available records provided during the
32 design phase of this project. Based on the actual location of utility markings, it may be
33 necessary to uncover existing utilities and determine their exact location.

34
35 After completion of field marking of the existing utilities, the Contractor shall determine if
36 an existing utility may be in conflict with the planned improvements. Should a conflict
37 seem likely, the Contractor shall notify the City. If the City concurs or after review of field
38 markings determines a conflict is likely, the Contractor will be directed to expose the
39 location of the subject utility (pothole). When potholing is required by the City, the
40 Contractor shall expose the location of the existing utility and record the size of pipe and
41 horizontal and vertical location on the Contractor's Record Drawings. Upon receipt of
42 this information, the Engineer will determine if a conflict exists.

43
44 *Section 2-02.3 is supplemented with the following:*

45
46 **2-02.4 Vacant**

47 *Section 2-02.4, including title, is modified to read as follows:*

48
49 **2-02.4 Measurement**

50 *This section is supplemented with the following:*

1 No specific unit of measure will apply to the lump sum item "Removal of Structure and
2 Obstruction".

3
4 "Pothole Existing Utility" will be measured per each.

5
6 **2-02.5 Payment**

7 *This section is supplemented with the following:*

8
9 "Removal of Structure and Obstructions", per lump sum.

10
11 The unit contract price for "Removal of Structure and Obstruction" shall be full
12 compensation for all labor, tools, equipment, and materials necessary to remove, haul,
13 and dispose of the material off-site at a Contractor-obtained legal disposal site, or retain
14 items, and reinstall where either noted on the Plans or when directed by the Engineer.
15 All backfill and compaction of backfill, as defined in the Plans and these Specifications
16 needed to fill the void left after the removal shall be included in the lump sum cost for
17 "Removal of Structure and Obstruction." All cost associated with furnishing and installing
18 additional paving blocks in kind as described in Section 2-02.1 shall also be included.

19
20 "Pothole Existing Utility", per each.

21
22 The unit contract price for "Pothole Existing Utility" per each shall be full compensation
23 for all labor, tools, equipment, and materials necessary to expose the locations of
24 existing utilities, record vertical and horizontal locations, backfill, and compact excavated
25 areas per City of Tacoma Standard Plan SU-27. This unit price also includes the costs
26 associated with rescheduling work, as needed, to allow time (up to ten working days) for
27 the Contracting Agency to issue any design revisions that may be required.

28
29
30 **END OF SECTION**

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**
2 **(August 14, 2019 Tacoma GSP)**

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 **2-03.3(5) Slope Treatment**
10 *This section is deleted.*

11
12 **2-03.3(14)E Unsuitable Foundation Excavation**
13 *This section is supplemented with the following:*

14
15 Following roadway excavation and/or clearing and grubbing to expose the subgrade,
16 unsuitable foundation material shall be removed from the subgrade and the void shall be
17 backfilled and compacted with crushed surfacing base course as directed by the
18 Engineer to provide an unyielding base for roadway embankment.

19
20 Subgrade is defined as native soils located below existing pavements, roadway
21 surfacing, roadway excavation, and/or vegetated surfaces, including any duff layer.

22
23 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**
24 *This section is deleted.*

25
26
27 **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
8 as 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
15 any other construction activities associated with this project. Prior to construction
16 activities, it shall be the Contractor's responsibility to verify which hydrants will be
17 available by contacting Tacoma Water. The Contractor shall use only those hydrants
18 designated by Tacoma Water.

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

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

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

33
34
35 **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
8 will be from center of manhole to center of manhole or to the inside face of catch basins
9 and similar 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
14 basins, 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
23 material; backfilling of the trench, compaction of backfill, and all other work necessary for
24 the construction of the sewer trench.

25
26 **END OF SECTION**
27

1 *Add the following new section:*

2 **2-13 VEGETATION REMOVAL**
3 **(March 17, 2003 Tacoma GSP)**

4
5 **2-13.1 Description**

6
7 This Work shall consist of the removal and disposal of vegetation identified on the Plans.

8
9 **2-13.2 Definition of Vegetation**

10
11 A “tree” is defined as any self-supporting, woody perennial plant having a main stem
12 (trunk) and which normally attains a height of at least ten (10) feet at maturity, usually
13 with one (1) main stem or trunk and many branches.

14
15 A “shrub” is defined as any woody perennial plant which normally attains a height of less
16 than ten (10) feet at maturity and which can be construed to have some landscape
17 value.

18
19 “Brush” is defined as any perennial vegetation which normally attains a height of ten (10)
20 feet or less at maturity, which is not maintained as part of a landscape feature, which is
21 “volunteer” growth or which exists in a naturalized state. Examples include but are not
22 limited to stands of blackberries and scotch broom.

23
24 **2-13.3 Construction Requirements**

25
26 All stumps not identified for removal shall be close-cut parallel to the slope of the ground.

27
28 Disposal of all debris shall be in accordance with Section 2-01.2(2).

29
30 **2-13.4 Measurement**

31
32 Trees shall be classified by the measured diameter at a point four and one-half (4-½)
33 feet above average ground level. Trees that have several stems at the four and one-half
34 (4-½) foot height will be considered a tree clump. The largest diameter single stem will
35 be measured and will dictate the class rating. Only the largest, single stem in the clump
36 will be utilized for measurement and payment.

37
38 Stumps shall be classified by the measured diameter at the highest point of the stump
39 above the average ground level or a point four and one-half (4-1/2) feet above the
40 average ground level, which ever is less.

41
42 Trees and stumps will be classified as follows:

43		
44	Less than 4 inches	Class 0
45	4 inches up to but not including 12 inches	Class I
46	12 inches up to but not including 24 inches	Class II
47	24 inches up to but not including 42 inches	Class III
48	42 inches or more (Tree height greater than 30 feet)	Class IV
49	42 inches or more (Tree height of 30 feet or less)	Class V

50
51 Trees and stumps will be measured per each for each class.

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Shrubs will be measured per each.

Brush will be measured per square yard.

2-13.5 Payment

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

“Remove Tree, Class __”, per each

“Remove Shrub”, per each

The unit Contract price shall be full pay to remove and dispose of the vegetative matter.

The unit Contract price for “Remove Tree, Class 0” and “Remove Tree, Class I” shall include the removal of the stump.

END OF SECTION

1 *Add the following new section:*
2 **2-14 PAVEMENT REMOVAL**
3 **(March 17, 2003 Tacoma GSP)**

4
5 **2-14.1 Description**

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

9
10 **2-14.2 Pavement Classification**

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

- 14
- | | | |
|----|------------------|--|
| 15 | Type I | Pavement removal where all or portions of the existing pavement is |
| 16 | | being removed in conjunction with street construction or any other |
| 17 | | removal not described below for Type II or Type III. |
| 18 | | |
| 19 | Type II | Pavement removal required for the placing of utilities at greater and |
| 20 | | varying depths, such as sewers. |
| 21 | | |
| 22 | Type III | Pavement removal required for narrow and shallow utility cuts in order |
| 23 | | to install light cables, conduits and similar shallow utilities. |
| 24 | | |
| 25 | Class A2 | Class A2 pavement removal shall apply to the removal of asphalt |
| 26 | | concrete, bituminous road surfacing, multiple lift bituminous surface |
| 27 | | treatments or any combination of these components having an |
| 28 | | average thickness of two inches or less. |
| 29 | | |
| 30 | Class A4 | Class A4 pavement removal shall apply to the removal of asphalt |
| 31 | | concrete, bituminous road surfacing, multiple lift bituminous surface |
| 32 | | treatments or any combination of these components having an |
| 33 | | average thickness between two inches and four inches. |
| 34 | | |
| 35 | Class A8 | Class A8 pavement removal shall apply to the removal of asphalt |
| 36 | | concrete, bituminous road surfacing, multiple lift bituminous surface |
| 37 | | treatments or any combination of these components having an |
| 38 | | average thickness between four inches and eight inches. |
| 39 | | |
| 40 | Class C6 | Class C6 pavement removal shall apply to all non-reinforced cement |
| 41 | | concrete pavements or slabs having an average thickness of six |
| 42 | | inches or less. After the curbs and pavement have been constructed, |
| 43 | | the Contractor may be required to remove additional sidewalk |
| 44 | | necessary to provide proper connections and grades, as determined |
| 45 | | by the Engineer. |
| 46 | | |
| 47 | Class C12 | Class C12 pavement removal shall apply to all non-reinforced cement |
| 48 | | concrete pavements or slabs having an average thickness of between |
| 49 | | 6 inches and 12 inches. |
- 50

1 *Add the following new section:*

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

4
5 **2-15.1 Description**

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

9
10 **2-15.2 Curb Classification**

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

13
14 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the
15 adjacent cement concrete pavement.

16
17 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other
18 combination of rigid material that extends below the pavement surface elevation.

19
20 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete
21 extruded or precast curb that is installed on a pavement surface.

22
23 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb
24 with a brick gutter on a cement concrete base, or other combination of rigid material.

25
26 **2-15.3 Construction Requirements**

27
28 Integral curb removal shall consist of the removal of the curb and the integral base
29 section under the curb. The removal shall be accomplished by sawcutting along the
30 face of the curb.

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

37
38 **(*****)**

39 **2-15.4 Measurement**

40
41 Curb removal of all types will be measured per linear foot.

42
43 Removal of rolled curb along the north side of the Cedar/Junett Street alley, as well as
44 removal of curb without gutter, that is not integral curb, shall be measured under
45 "Remove Curb and Gutter."

46
47 **2-15.5 Payment**

48
49 Payment will be made in accordance with Section 1-04.1.

50
51 "Remove Integral Curb", per linear foot

1
2
3
4
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8

“Remove Curb and Gutter”, per linear foot

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

END OF SECTION

1 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
2 **(March 17, 2003 Tacoma GSP)**

3
4 **2-16.1 Description**

5
6 The Work described in this section includes the complete removal and disposal of catch
7 basins, 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
14 if 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
17 removed and replaced with imported backfill material. Payment will be made at the unit
18 contract price of the item in the proposal, or as extra work under Section 1-04.4 if not
19 included as an item in the proposal.

20
21 All pipe openings shall be plugged in accordance with 7-08.3(4) where noted in the
22 Plans.

23
24 The removal of the structures shall be conducted in such a manner as not to damage
25 utilities and any portion of the improvement that is to remain in place. Any deviation in
26 this matter will obligate the Contractor, at no expense to the Contracting Agency, to
27 repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer.

28
29 **2-16.4 Measurement**

30
31 The removal of catch basins, manholes, and curb inlets will be measured per each.

32
33 The removal of existing lampholes shall be considered incidental to other items in the
34 Proposal.

35
36 **2-16.5 Payment**

37
38 Payment will be made in accordance with Section 1-04.1.

39
40 "Remove Catch Basin", per each

41
42 "Remove Manhole", per each

43
44 All costs associated with the placement and compaction of the backfill material shall be
45 included in the unit Contract price for removal.

46
47
48 **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
15 material type 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
21 within 3 working day of testing.

22

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

24 *This section is deleted:*

25

26

27

28

END OF SECTION

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

3
4 **4-04.3(5) Shaping and Compaction**
5 **(March 9, 2016 APWA GSP)**

6 *This section is supplemented with the following:*

7
8 Immediately following spreading and final shaping each layer of surfacing shall be lightly
9 compacted in one lift until no visible movement of aggregate is observed resulting in a
10 firm and unyielding condition, as determined by the Engineer.

11
12 **4-04.5 Payment**

13 *This section is supplemented with the following:*

14
15 All costs for labor, equipment, and materials required to furnish, place, and compact the
16 crushed surfacing top course for all asphalt concrete approaches and non-paved
17 approaches shall be included in the unit Contract price for "Crushed Surfacing Top
18 Course", per ton.

19
20
21 **END OF SECTION**

1 **5-02 BITUMINOUS SURFACE TREATMENT**
2 **(March 3, 2008 Tacoma GSP)**

3

4 **5-02.3(1) Equipment**

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

6

7 Each roller shall not weigh less than 8-tons and shall be capable of providing constant
8 contact pressure.

9

10

11

END OF SECTION

1 **5-04 HOT MIX ASPHALT**
2 **(April 1, 2018 Tacoma GSP)**

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

4
5 Nonstatistical or test point evaluation shall be the method for HMA compaction
6 acceptance for all HMA pavement, except where visual or commercial evaluation is
7 specified. Visual evaluation shall be considered synonymous with commercial
8 evaluation. The Contracting Agency will not be required to perform any acceptance by
9 statistical evaluation.

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

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

23
24 **5-04.1 Description**

25 **(*****)**

26 *This section is supplemented with the following:*

27
28 HMA pavement may also consist of fiber reinforcement evenly distributed throughout the
29 approved mix.

30
31 **5-04.2 Materials**

32
33 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

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

36
37 *Add this new section:*

38 **5-04.2(1)D Fiber Reinforced HMA**

39 **(*****)**

40
41 Fiber reinforcement shall consist of Aramid fibers and polyolefin fibers, with the
42 polyolefin fibers intended to keep the Aramid fibers together until incorporation into the
43 HMA mix. Once incorporated into the mix and during the HMA production process
44 polyolefin fibers will melt and/or become plastically deformed allowing Aramid fibers to
45 separate.

46
47 Aramid fibers shall meet the following requirements:

48 Length	3/4" (19mm)
49 Form	Monofilament
50 Acid/Alkali Resistance	Inert

1	Tensile Strength	400,000 psi
2	Specific Gravity	1.44
3	Operating Temperatures	-100° F to 800° F (-73° C to 427° C)
4		
5	Polyolefin fibers shall meet the following requirements:	
6	Length	¾" (19mm)
7	Form	Serrated
8	Acid/Alkali Resistance	Inert
9	Specific Gravity	0.91

10
11 **5-04.2(2) Mix Design – Obtaining Project Approval**
12 **(April 1, 2018 Tacoma GSP)**

13 *This section is revised to read:*

14
15 The Contactor shall submit each HMA mix design to the Contracting Agency on WSDOT
16 Form 350-042. The Contractor shall provide a mix design based upon 3 million ESAL's.

17
18 No paving shall begin prior to the HMA mix design acceptance by the Engineer for the
19 Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency
20 will evaluate HMA mix design submittals according to Visual Evaluation per Table 1.
21 The mix design will be the initial JMF for the class of HMA. The Contractor may request
22 a change in the JMF. Any adjustments to the JMF will require the approval of the
23 Project Engineer and must be made in accordance with Section 9-03.8(7).

24
25 Mix designs for HMA shall have the aggregate structure and asphalt binder content
26 determined in accordance with WSDOT Standard Operating Procedure 732 and meet
27 the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine
28 anti-strip additive requirements for the HMA and submit laboratory test data for anti-
29 stripping and rutting in accordance with the following options:

- 30 • Hamburg Wheel track Test and Section 9-03.8(2), or
- 31 • Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- 32 • Previous WSDOT Lab mix design verification test data and stripping
- 33 evaluation, per the Engineer's discretion and as stated below.

34
35 With the HMA mix design submittal the Contractor shall provide one of the following mix
36 design verification certifications for Contracting Agency review:

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

44
45 **The mix design shall be performed by a lab accredited by a national authority such as
46 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
47 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
48 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO
49 resource proficiency sample program.

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

5
6 For the use of Commercial HMA, the Contractor shall select a class of HMA and design
7 level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.
8 Commercial HMA can be accepted by a Contractor certificate of compliance letter
9 stating the material meets the HMA requirements defined in the Contract.

10
11 **5-04.2(2)B Using HMA Additives**
12 **(April 1, 2018 Tacoma GSP)**

13 *This section is revised to read:*

14
15 The Contractor may, at the Contractor's discretion, elect to use additives that reduce the
16 optimum mixing temperature or serve as a compaction aid for producing HMA. Additives
17 include organic additives, chemical additives and foaming processes. The use of
18 Additives is subject to the following:

- 19
- 20 • Do not use additives that reduce the mixing temperature in the production of
- 21 High RAP/Any RAS mixtures.
- 22
- 23 • Before using additives, obtain the Engineer's approval using WSDOT Form
- 24 350-076 to describe the proposed additive and process.
- 25

26 **5-04.3 Construction Requirements**

27
28 **5-04.3(2) Paving Under Traffic**
29 **(April 1, 2018 Tacoma GSP)**

30 *The second paragraph is supplemented with the following:*

31
32 No traffic shall be allowed on any newly placed pavement without the approval of the
33 Engineer.

34
35 **5-04.3(3)C Pavers**
36 **(April 1, 2018 Tacoma GSP)**

37 *The second paragraph is deleted.*

38
39 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**
40 **(April 1, 2018 Tacoma GSP)**

41 *The first paragraph is revised to read:*

42
43 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving
44 areas are specified below. A MTD/V shall only be used according to this special
45 provision for the following paving areas:

46
47 None

1 **5-04.3(4)C Pavement Repair**
2 **(April 1, 2018 Tacoma GSP)**

3 *This section is revised to read:*

4
5 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way
6 Restoration Policy found at:

7
8 https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way
9

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

14
15 Pavement repair excavation may also be performed by the use of a milling machine of a
16 type that has operated successfully on work comparable with that to be done under the
17 Contract and shall be approved by the Engineer prior to use. If a milling machine is
18 used for excavation, the excavation shall be as directed by the Engineer.

19
20 In all types of excavation, after the removal of the asphalt, the base material will be
21 evaluated by the Engineer to determine if it is suitable. If the base is determined not to
22 be suitable, the Contractor shall remove the base material and restore the sub-grade in
23 accordance with Section 2-06 and the Plans, regardless of the method used for
24 excavation.

25
26 Estimated plan quantities for pavement repair are approximate and are provided for
27 bidding purposes only. The actual dimensions to be used will be verified by the
28 Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit
29 prices bid for the various items will be permitted due to any increase or decrease in the
30 amount of pavement repair.

31
32 Payment for pavement repair shall be by the unit Bid prices according to the Contract for
33 all materials, labor, and equipment required to complete the pavement repair. Items not
34 included in the Proposal shall be paid for according to Section 1-04.1(2).

35
36 **5-04.3(6) Mixing**
37 **(Aug 1, 2020 Tacoma GSP)**

38 *The first paragraph is revised to read:*

39
40 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid
41 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design
42 includes these additives. The Contractor shall submit the anti-stripping additive amount
43 and the manufacturer's certification, together with the HMA mix design submittal in
44 accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive
45 submittal is accepted by the Engineer.

46
47 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**
48 **(Aug 1, 2020 Tacoma GSP)**

49 *This section is revised to read:*

50

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

4
5 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix
6 Design report or evaluation report per Special Provision 5-04.2(2) will be used for VMA
7 calculations. The Contracting Agency shall not be required to perform a Gsb test.

8
9 **5-04.3(9) HMA Mixture Acceptance**
10 **(April 1, 2018 Tacoma GSP)**

11 *The first paragraph is revised to read:*

12
13 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual
14 evaluation as determined from the criteria in Table 7 or as determined by the Engineer.

15
16 **5-04.3(9)A Test Sections**
17 **(April 1, 2018 Tacoma GSP)**

18 *The first paragraph is revised to read:*

19
20 At the start of paving, if requested by the Contractor, a compaction test section shall be
21 constructed as directed by the Engineer to determine the compactibility of the mix
22 design. Compactibility shall be based on the ability of the mix to attain the specified
23 minimum density (91 percent of the maximum density determined by WSDOT SOP 729,
24 and FOP for AASHTO T 209).

25
26 Following determination of compactibility, the Contractor is responsible for the control of
27 the compaction effort. If the Contractor does not request a test section, the mix will be
28 considered compactible. See also Section 5-04.3(10)C2.

29
30 The Contractor shall also construct a test section when requested by the Engineer. Test
31 sections that are in complete compliance with the requirements of Section 5-04 can be
32 incorporated into the Work, and shall be included in the quantities for related Bid Items;
33 otherwise, the Contractor shall remove the defective pavement in failed test sections as
34 determined by the Engineer and at no cost to the Contracting Agency. The Contracting
35 Agency will only pay for HMA pavement that is accepted and incorporated into the
36 project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

37
38 *The second paragraph is revised to read:*

39
40 The purpose of a test section is to determine whether or not the Contractor's mix design
41 and production processes will produce HMA meeting the Contract requirements related
42 to mixture. Construct HMA mixture test sections at the beginning of paving, using at
43 least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test
44 section shall be constructed in one continuous operation.

45
46 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
47 **(April 1, 2018 Tacoma GSP)**

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

49 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

50

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

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

4 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

5 *This section is revised to read:*

6
7 For HMA in a structural application, sampling and testing for total project quantities less
8 than 400 tons is at the discretion of the engineer. For HMA used in a structural
9 application and with a total project quantity less than 800 tons but more than 400 tons, a
10 minimum of one acceptance test shall be performed:

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

26
27 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
28 **(Aug 1, 2020 Tacoma GSP)**

29 *This section is revised to read:*

30
31 The Contracting Agency will endeavor to provide written notification (via email to the
32 Contractor's designee) of acceptance test results within 24 hours of the sample being
33 made available to the Contracting Agency. However, the Contractor agrees:

- 34
35 1. Quality control, defined as the system used by the Contractor to monitor,
36 assess, and adjust its production processes to ensure that the final HMA
37 mixture will meet the specified level of quality, is the sole responsibility of the
38 Contractor.
- 39
40 2. The Contractor has no right to rely on any testing performed by the Contracting
41 Agency, nor does the Contractor have any right to rely on timely notification by
42 the Contracting Agency of the Contracting Agency's test results (or statistical
43 analysis thereof), for any part of quality control and/or for making changes or
44 correction to any aspect of the HMA mixture.
- 45
46 3. The Contractor shall make no claim for untimely notification by the Contracting
47 Agency of the Contracting Agency's test results (or statistical analysis thereof).

48
49 **5-04.3(10)B HMA Compaction - Cyclic Density**
50 **(April 1, 2018 Tacoma GSP)**

51 *This section is deleted.*

1
2 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
3 **(April 1, 2018 Tacoma GSP)**

4 *This section is deleted.*

5
6 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
7 **(April 1, 2018 Tacoma GSP)**

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

9 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

10 *The second paragraph is revised to read:*

11
12 Compaction tests will be performed at a minimum of 5 various locations, as determined
13 by the Engineer, for each 400 tons placed. The locations will be determined by the
14 stratified random sampling procedure conforming to WSDOT Test Method T 716. For an
15 area in progress with a CPF less than 0.75, a new compaction sequence will begin at
16 the Contractor's request after the Project Engineer is satisfied that material conforming
17 to the Specifications can be produced. The Compaction Test Procedures will be
18 provided to the Contractor by the Contracting Agency at the Pre-Construction
19 Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

20
21 *This section is supplemented with the following:*

22
23 Cores may be used as an addition to the nuclear density gauge tests. When cores are
24 taken by the Engineer at the request of the Contractor, the request shall be made by
25 noon of the first working day following placement of the mix. The Engineer shall be
26 reimbursed for the coring expenses.

27
28 The Engineer will inform the Contractor of field compaction test results as work is being
29 performed. Formal Test Report(s) will be provided to the Contractor within 3 Working
30 Days.

31
32 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

33
34 **5-04.3(17) Fiber Reinforced HMA**
35 **(*****)**

36
37 Fiber reinforcement shall be added to the approved HMA mix at a rate of 1 pound of
38 fiber per 1 ton of HMA.

39
40 Fiber shall be added to the HMA mix through specialized equipment that can accurately
41 proportion and/or meter, by weight, the proper amount per batch for batch plants, or
42 continuously and in a steady uniform manner for drum plants. Alternatively, upon
43 approval of the engineer, fiber may be added manually using pre-weighed dissolvable
44 bags.

45
46 Specialized equipment shall be of the type and capable of controlling the weight of fibers
47 added as recommended by the fiber manufacturer.

48
49 Fiber shall be mixed with the HMA in accordance with the fiber manufacturer's
50 recommendations.

51

1 **5-04.4 Measurement**
2 **(April 1, 2018 Tacoma GSP)**

3 *The first paragraph is revised to read:*

4
5 Fiber Reinforced HMA Cl. ___ PG ___, Fiber Reinforced HMA for ___ Cl. ___ PG ___, and
6 Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with
7 no deduction being made for the weight of asphalt binder, blending sand, mineral filler,
8 anti-stripping additive, or any other component of the mixture; and the measurement
9 shall include asphalt wedge curbs and thickened edges in accordance with the Plans or
10 as directed by the Engineer. If the Contractor elects to remove and replace mix as
11 allowed in Section 5-04.3(11), the material removed will not be measured.

12
13 *The second paragraph is revised to read:*

14
15 No specific unit of measure will apply to roadway cores, which shall be included in the
16 measurements for the HMA items that are included in the Proposal.

17
18 *This section is supplemented with the following:*

19
20 Fiber Reinforced HMA for Approach Cl. ___ PG ___ shall be measured per square yard of
21 finished driveway or approach.

22
23 No specific unit of measure will apply to anti-stripping additive, which shall be included in
24 the measurements for the HMA items that are included in the Proposal.

25
26 **5-04.5 Payment**
27 **(April 1, 2018 Tacoma GSP)**

28 *Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price*
29 *Adjustment” are deleted.*

30
31 *This section is supplemented with the following:*

32
33 “Fiber Reinforced HMA Cl. ___ PG ___”, per ton.

34
35 The unit Contract price per ton for “Fiber Reinforced HMA Cl. ___ PG ___” shall be full
36 payment for all costs incurred to carry out the requirements of Section 5-04, including
37 coring and testing, and shall include fiber reinforcement, anti-stripping additive, asphalt
38 wedge curbs, thickened edges, curb drains, and connection to existing drains in
39 accordance with the Contract. Any costs that are already included in other Bid items in
40 the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid
41 items.

42
43 “Fiber Reinforced HMA for Approach Cl. ___ PG 58H-22”, per ton.

44
45 The unit Contract price per square yard for “Fiber Reinforced HMA for Approach Cl. ___ PG
46 58H-22” shall be full payment for all costs incurred to carry out the requirements of
47 Section 5-04, including fiber reinforcement, anti-stripping additive; and shall include
48 asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in
49 accordance with the Contract. Any costs that are already included in other Bid items in
50 the Proposal shall not be included in the unit Contract price per square yard for this HMA
51 Bid item. The Contractor shall also include all costs associated with excavating for

1 driveways and approach, including haul and disposal in the unit Contract price per
2 square yard for "Fiber Reinforced HMA for Approach Cl. ___PG 58H-22", regardless of
3 the depth.

4

5 "Cold Plant Mix for Temporary Pavement Patch", per ton.

6

7 The unit Contract price for "Cold Plant Mix for Temporary Pavement Patch" shall be full
8 pay for all labor, equipment, and materials required to furnish and install; maintain; and
9 remove and dispose of the temporary patch.

10

11 Temporary pavement patches placed between October 1st and March 31st shall be HMA
12 Cl. 1/2" PG 58H-22.

13

14

15

END OF SECTION

1 **5-05 CEMENT CONCRETE PAVEMENT**
2 **(October 14, 2020 Tacoma GSP)**

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
8 Tacoma’s 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
16 amount of materials (i.e. cement, sand, aggregates, water), the type and amount of each
17 admixture, and the designated 28-day compressive strength specific to the mix design
18 being submitted. The design compressive strength shall be a minimum of 4000 psi.

19
20 **5-05.3(4)A Acceptance of Portland Cement or Blended Hydraulic Cement Concrete**
21 **Pavement**

22 *This section is supplemented with the following:*

23
24 Acceptance of concrete will be on a non-statistical acceptance only.

25
26 *The first, second, third and fourth paragraphs are deleted.*

27
28 **5-05.3(8) Joints**

29 *The second paragraph is revised to read:*

30
31 The Contractor shall submit a concrete panel jointing plan in accordance with the Plans
32 and these Specifications. When a concrete panel jointing plan is included in the Plans,
33 the Contractor may adopt or submit a revised jointing plan in accordance with Standard
34 Plans and the Specifications at the Contractor’s own expense. The Contractor’s jointing
35 plan shall be approved in writing by the Engineer before the start of concrete paving.

36
37 When new pavement abuts existing pavement, the locations of the joints in the new
38 pavement shall match with the joints in the existing pavement unless otherwise
39 approved by the Engineer.

40
41 **5-05.3(11)A Tined Finish**

42
43 *The third paragraph is revised to read:*

44
45 In advance of curing operations, the pavement shall receive an initial texturing followed
46 by final finishing. Initial texturing shall be performed with a burlap drag or broom device,
47 creating striations in the same orientation as the final finish. The concrete roadway
48 surface shall be finished with a transverse tining finish. Where integral concrete curbs
49 are constructed, the roadway surface finish shall end 12 inches from the flowline.

1 *The fifth paragraph is revised to read:*

2
3 Burlap drags, brooms and tine devices may be installed on self-propelled equipment
4 having external alignment control. When texturing the pavement with burlap, the area of
5 burlap in contact with the pavement shall be maintained constant at all times. Broom
6 and tine devices shall be provided with positive elevation control. Downward pressure
7 on pavement surface shall be maintained at all times during texturing so as to achieve
8 uniform texturing without measurable variations in pavement profile. If self-propelled
9 texturing machines are used, these shall be operated so that travel speed during
10 texturing is maintained constant. Failure of the texturing equipment to perform according
11 to this section shall constitute cause for stopping placement of concrete until the
12 equipment deficiency or malfunction is corrected.

13
14 *The sixth paragraph is revised to read:*

15
16 **Test Panel:**

17 At the start of concrete pavement construction, the Contractor shall first finish a textured
18 concrete test panel and the Engineer shall give approval of the achieved finish according
19 to this section prior to further concrete pavement construction. If the test panel is
20 rejected by the Engineer, the Contractor shall remove and replace the test panel at no
21 additional cost to the Contracting Agency. The Contractor can designate one of the
22 project panels as a test panel or create a sacrificial test panel on site of at least four feet
23 by eight feet.

24
25 Project panels not meeting the characteristics of the test panel shall be removed and
26 replaced at no additional cost to the Contracting Agency.

27
28 *The seventh through ninth paragraphs are deleted.*

29
30 **5-05.3(12) Surface Smoothness**

31 *The section is revised to read:*

32
33 The Contractor shall measure surface smoothness with a 10-foot straightedge as
34 directed by the Engineer. The finished grade surface shall not vary more than 1/8 inch
35 from the bottom edge of a 10-foot straightedge placed on the surface parallel to the
36 centerline. Perpendicular to the centerline, the finished grade surface shall not vary
37 more than ¼ inch from the bottom edge of a 10-foot straightedge laid across any lane.

38
39 The completed surface shall be of uniform texture, smooth, shall conform to Plans as to
40 crown and grade, and shall be free from defects of all kinds. Corrective work shall be as
41 directed by the Engineer; and the Contractor shall complete corrective work at no
42 additional expense, including traffic control, to the City of Tacoma.

43
44 **5-05.3(14) Cold Weather Work**

45 *This section is supplemented with the following:*

46
47 The following additional requirements for placing concrete shall be in effect from
48 November 1 to April 1:

- 49 • Engineer shall be notified at least 24 hours prior to placement of concrete.
- 50 • All concrete placement shall be completed no later than 2:00 p.m. each
- 51 day.

- 1 • Where forms have been placed and the subgrade has been subjected to
2 frost, no concrete shall be placed until the ground is completely thawed.
3 At that time, the forms shall be adjusted and subgrade repaired as
4 determined by the Engineer.
5

6 **5-05.4 Measurement**

7 *This section is revised to read:*
8

9 Measurement for cement concrete pavement and concrete base pavement shall be by
10 the square yard for the pavement completed and accepted according to Section 5-05
11 and the Plans. No deduction will be made for castings in pavement.
12

13 **5-05.5 Payment**

14 *This section is revised to read:*
15

16 Payment will be made in accordance with Section 1-04.1.
17

18 “Cement Conc. Pavement, ___-Inch Section”, per square yard.
19

20 The unit Contract price per square yard for “Cement Conc. Pavement, ___-Inch Section”
21 shall be full payment for all costs incurred to carry out the requirements of Section 5-05
22 and the Plans.
23

24 **END OF SECTION**
25

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 **(March 23, 2010 Tacoma GSP)**

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 Construction Requirements**

10 **(*****)**

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

12
13 A flexible pipe-to-manhole connector shall be used in all connections of rigid and
14 thermoplastic pipes to **new** precast concrete manholes to provide a watertight joint
15 between the pipe and the manhole, unless otherwise directed by the Engineer. The
16 connector shall be “Kor-N-Seal” with “Wedge Korband”(Type I or II as required for pipe
17 diameter), manufactured by NPC, Inc., Milford, New Hampshire, or Engineer approved
18 equal. The connectors shall be installed in accordance with the manufacturer’s
19 recommendations.

20
21 *This section is supplemented with the following:*

22
23 Backfill for manholes, inlets and catch basins shall meet the requirements of Section 9-
24 03.12(2) for Gravel Backfill for Walls. Recycled concrete shall not be used for backfill or
25 extra excavation area backfill.

26
27 City will provide Contractor with manhole ring and covers for installation. The Contractor
28 shall coordinate with Marshall Triplett at (253) 573-2452 at least 48 hours prior to pickup
29 of materials. The Contractor will be responsible for picking up the castings at the
30 following location:

31
32 Tacoma Central Treatment Plant
33 2201 Portland Avenue E.
34 Tacoma, WA 98421

35
36 Contractor will be responsible for securing, storing, and protecting the castings after
37 picking them up from Tacoma Central Treatment Plant. Any castings that are stolen,
38 lost, or damaged while in possession of the Contractor shall be replaced by the
39 Contractor at no expense to the City.

40
41 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

42 *This section is revised to read:*

43
44 **7-05.3(1) Adjusting Utility Structures to Grade**

45
46 Where shown in the Plans or where directed by the Engineer, utility structures shall be
47 adjusted to grade as staked or as otherwise designated by the Engineer.

48
49 The materials and methods of construction shall conform to the requirements specified
50 in Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to
51 the requirements of the standard plan for the specific structure.

1 **7-05.3(3) Connections to Existing Manholes**

2 *The first sentence is revised to read:*

3
4 The Contractor shall inspect the existing manholes in the field to verify invert elevations
5 and the scope of work necessary to make the connection(s) prior to construction.

6
7 **7-05.4 Measurement**

8 *The sixth paragraph is revised to read:*

9
10 Connections to existing structures will be measured per each.

11
12 *This section is supplemented with the following:*

13
14 Reconnecting existing sewer pipes to new manhole structures will be measured per
15 each.

16
17 Adjust existing utility to grade will be measured per each.

18
19 **7-05.5 Payment**

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

21
22 The unit Contract price for “Manhole ___ In. Diam. Type ___” shall be full pay for all
23 work required to furnish and install the new manhole to finished grade, including, but not
24 limited to, excavating for, furnishing backfill, compaction of backfill, connection of new
25 pipe(s), channeling, picking up and installing new frame and cover per the requirements
26 of 7-05.3, installing ladders, steps, and handholds, as applicable per Standard Plans.

27
28 The unit Contract price for “Catch Basin ___” shall be full pay for all work required to
29 furnish and install the new catch basin to finished grade, including, but not limited to,
30 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),
31 frame, cover, grate or combination inlet, as applicable per Standard Plans.

32
33 *The pay item for “Connection to Drainage Structure” is revised to read:*

34
35 “Connect New Sewer Pipe ___ In. Diam. to Existing Structure”, per each

36
37 *This section is supplemented with the following:*

38
39 “Reconnect Existing Sewer Pipe, ___ In. Diam., to New Structure”, per each.

40
41 The unit Contract price per each shall be full pay for all labor, equipment and materials
42 necessary to reconnect the existing sewer pipe to the new structure as specified in
43 Section 7-05.3.

44
45 “Adjust Existing Catch Basin, Furnish New Frame and Grate”, per each

46
47 The unit Contract price per each for “Adjust Existing Catch Basin, Furnish New Frame
48 and Grate” shall be full pay for all costs associated with adjusting the frame and grate to
49 finished grade, including but not limited to, excavating, furnish and place backfill,
50 furnishing and installing the new frame and grate, compacting, surfacing, and
51 restoration.

1 "Adjust Existing Manhole, Install New Frame and Cover", per each

2

3 The unit Contract price per each for "Adjust Existing Manhole, Install New Frame and
4 Cover" shall be full pay for all costs associated with adjusting the frame and cover to
5 finished grade, including but not limited to, excavating, furnish and place backfill, picking
6 up and installing new frame and cover per the requirements of 7-05.3, compacting,
7 surfacing, and restoration.

8

9 "Adjust Existing Utility to Grade", per each

10

11 The unit Contract price per each for "Adjust Existing Utility to Grade" shall be full pay for
12 all costs associated with adjusting the valve chamber, junction box, or other existing
13 utility to finished grade, including but not limited to, excavating, furnish and place backfill,
14 compacting, surfacing, and restoration.

15

16

17

END OF SECTION

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**
2 **(*****)**

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
8 1 or 2 above, the Contractor shall collect and dispose of all water used and all
9 debris generated in cleaning operations. No cleaning water or debris shall be
10 flushed downstream beyond the limits of the work.

11
12 *This section is supplemented with the following:*

13
14 All existing structures with new connections shall have channels cleaned prior to
15 inspections of new pipes and associated connections to existing structures.

16
17 **7-07.5 Payment**

18 *This section is revised to read:*

19
20 All costs for cleaning existing drainage structures shall be included in the per each unit
21 price for "Connect New ___ In. Diam. Sewer Pipe To Existing Structure."

22
23 **END OF SECTION**

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*
8 *section 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) Laying Pipe**

17
18 **7-08.3(2)F Plugs and Connections**
19 *This section is supplemented with the following:*

20
21 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal,
22 shall be used at any pipe joint in which bell and spigot or fused joints are not used.
23 Flexible couplings are not permitted, except for side sewer installation.

24
25 **7-08.3(2)G Jointing of Dissimilar Pipe**
26 *This section is revised to read:*

27
28 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac
29 Industries, Inc., or Engineer approved equal, except for side sewer installation.

30
31 **7-08.3(3) Backfilling**
32 *The second paragraph is revised to read:*

33
34 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma
35 Standard Plan No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-
36 03.9(3) for Crushed Surfacing Top Course. Backfill above pipe zone and extra
37 excavation area backfill material shall meet the requirements of Section 9-03.12(2),
38 Gravel Backfill for Walls. Recycled concrete shall not be used for pipe zone bedding,
39 pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.

40
41 *The fourth paragraph is revised to read:*

42
43 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will
44 not be shifted out of position nor damaged by impact or overloading. If pipe is being
45 placed in a new embankment, backfill above the pipe zone shall be placed in
46 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved areas,
47 or roadways, backfill above the pipe zone shall be placed in horizontal layers no more
48 than 12-inches thick and compacted to 95-percent maximum density. If pipe is being
49 placed in non-traffic areas, backfill above the pipe zone shall be placed in horizontal
50 layers no more than 12-inches thick and compacted to 85-percent maximum density. All

1 compaction shall be in accordance with the Compaction Control Test of Section 2-
2 03.3(14)D.

3
4 **All material excavated from the trench shall be considered unsuitable for backfill**
5 **above the pipe zone and shall be removed and replaced with imported backfill,**
6 **meeting the requirements of Section 9-03.12(2). This work shall be included in the**
7 **pay item for “Removal and Replacement of Unsuitable Backfill” in Section 7-17.5.**

8
9 *Section 7-08.3 is supplemented with the following:*

10 **7-08.3(5) Temporary Bypass Pumping**

11
12 **7-08.3(5)A General Requirements**

13
14 It shall be the Contractor’s responsibility to design, operate, and install a bypass
15 pumping system to maintain operation of the existing sewer systems throughout the
16 duration of the project without any interruption of sewer service. The Contractor shall
17 divert all flows around each segment of the pipe designated for replacement. This
18 diversion shall consist of pumping flow from an upstream manhole and discharging it to
19 a manhole downstream of the replacement operation. After the pipe replacement work
20 is completed and accepted by the Contracting Agency, flow shall be returned to
21 the reconstructed sewer. The area affected by the bypass operation shall be fully
22 restored.

23
24 Flow from the bypass system shall be discharged into the same system downstream of
25 the work unless prior approval is obtained from the Engineer to utilize a nearby pipe
26 network. The Engineer will determine if the nearby system has capacity to receive the
27 additional bypass flow.

28
29 To determine locations of upstream and downstream manholes for bypass purposes,
30 Bidders may view pipe networks on the City of Tacoma GIS map
31 at <https://tmap.cityoftacoma.org/>. Pipe networks are viewable by navigating to the
32 intersection/street, selecting the Layer list icon in the upper right corner, and checking
33 the box adjacent to either the Wastewater Network or Stormwater Network, as
34 applicable.

35
36 Bypass pumping shall be done in such a manner as not to damage private or public
37 property, or create a nuisance or public menace. The pumped sewage or stormwater
38 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall
39 be redirected into the appropriate sewer system. The discharge of storm water to
40 private property, city streets, sidewalks, sanitary sewer, or any location other than an
41 approved storm sewer is prohibited. The discharge of sewage to private property, city
42 streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer
43 is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines
44 should the Contractor’s operation cause any backups, overflows, or property damage.

45
46 The Contractor shall be required to test the bypass pumping system in the presence of
47 the Engineer prior to taking any sewer system out of service.

48
49 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
50 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.

51

1 The Contractor shall use hard pipe to bypass sewers 12-inches in diameter or
2 greater. The Contractor shall not block any driveways or intersections, but shall bury the
3 pipe to allow continuous access through intersections and driveways.

4
5 The Contractor may use lay-flat hose to bypass storm and sanitary sewers that are less
6 than 12 inches in diameter. The Contractor shall ensure that spillage does not occur with
7 the use of lay flat hoses. If spillage occurs, the Contractor will be required to use hard
8 pipe for all bypass operations.

9
10 **7-08.3(5)B Backup Equipment and Monitoring**

11
12 Bypass pumping shall be scheduled for continuous operation with back-up pumps,
13 generators, and other equipment available on-site at all times for periods of maintenance
14 and refueling or failure of the primary bypass pump(s). The Contractor shall provide
15 experienced monitoring personnel on site at all times to verify the bypass pumping
16 system remains functional. These individuals shall have the experience to operate and
17 maintain the bypass system to ensure there is continuous operation of the bypass
18 system.

19
20 **7-08.3(5)C Flow for Bypass System Design**

21
22 The Contractor's bypass operation shall be sized to handle, at a minimum, the full pipe
23 capacity in each subject line removed from service. If flow conditions are greater than
24 full pipe, the Contractor may elect to wait for flow conditions to subside prior to removing
25 the subject line from service. Working days may be adjusted per Specification 1-
26 08.5. Once the Contractor removes a section of line from service he/she is responsible
27 to bypass any and all flow in the system during construction, even in the event the
28 system surcharges and exceeds the full pipe capacity, until the line is returned to
29 service.

30
31 **7-08.3(5)D Bypass Pumping Plan**

32
33 The Contractor shall submit a Bypass Pumping Plan for each location included in this
34 Contract in accordance with Section 1-05. The Contractor's plan for bypass pumping
35 shall be reviewed by the Contracting Agency before the Contractor will be allowed to
36 commence bypass pumping. The review of the bypassing system and equipment by the
37 Engineer shall in no way relieve the Contractor of his responsibility and public liability.

38
39 At a minimum, the bypass pumping plan for each location shall include the following:

- 40 1. Location of pumps and generators
- 41 2. Method, type, and size of plugs
- 42 3. Size, material, location, and method of installation of suction piping
- 43 4. Size, material, location, and method of installation of discharge piping
- 44 5. Bypass pump sizes, capacity, number of each to be on site
- 45 6. For pipes sized 12-inches and greater (excluding catch basins), calculations of
46 static lift, friction losses, and flow velocity, including pump performance curves
47 showing pump operating range
- 48 7. Power generator and standby size and location
- 49 8. Method of noise control for pumps and generators to comply with the City's noise
50 ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
- 51 9. Calculations for selection of bypass pumping pipe sizes

- 1 10. Method of protecting discharge manholes from erosion or damage
- 2 11. All backup equipment including pumps, hoses, generators, and pipe
- 3 12. Contractor's 24-hour emergency contact name and phone number
- 4 13. Description of proposed contingency plan and clean up method for any spills that
- 5 may occur.
- 6 14. Temporary traffic control plan to be in place for duration of temporary bypass
- 7 pumping as necessary.

8

9 **7-08.4 Measurement**

10 *This section is supplemented with the following:*

11

12 No specific measurement shall apply to the lump sum item "Temporary ___ Sewer
13 Bypass".

14

15 No specific measurement shall apply to the lump sum item "Temporary ___ Sewer
16 Bypass Plan".

17

18 **7-08.5 Payment**

19 *This section is supplemented with the following:*

20

21 "Temporary ___ Sewer Bypass", per lump sum.

22

23 The lump sum Contract prices for "Temporary ___ Sewer Bypass" shall be full payment
24 for labor, equipment, and materials, including but not limited to, personnel, fuel,
25 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
26 trenching, surface restoration costs, and all other work necessary to maintain
27 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
28 system flows.

29

30 "Temporary ___ Sewer Bypass Plan", per lump sum

31

32 The lump sum Contract price for "Temporary ___ Sewer Bypass Plan" shall be full pay
33 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
34 revisions for the Temporary Bypass Plan.

35

36

37

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 the plans. All
13 references to PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be
14 permitted.

15
16 *This section is supplemented with the following:*

17
18 Ductile iron pipe 9-30.1(1)

19
20 **7-17.3 Construction Requirements**

21
22 **7-17.3(2)A General**

23 *The first paragraph is revised to read:*

24
25 Sewers and appurtenances shall be cleaned and tested after backfilling by either
26 exfiltration or low-pressure air method at the option of the Contractor, except where the
27 ground water table is such that the Engineer may require the infiltration test.

28
29 **7-17.3(2)H Television Inspection**

30 *The first sentence is revised to read:*

31
32 **General**

33 The Contractor shall hire a third-party television inspection company to perform
34 television inspection services on all new full segments and partial segments of sanitary
35 and storm sewer mains and side sewers, including the connection point between new
36 and existing pipes, and newly constructed manholes. The television inspection
37 subcontractor must attend the Pre-Construction Conference in order to discuss the
38 submittal process and required formatting of videos and databases, as described in this
39 Section.

40
41 **Schedule & Review Requirements**

42 CCTV inspections shall be performed in accordance with the excavation and paving
43 criteria defined in Section 1-08.4 of these Specifications. Final pavement restoration
44 shall not occur until the Contracting Agency has approved all applicable pipe segments,
45 video files, and databases within the paving limits.

46
47 The Contractor shall provide the Contracting Agency 72 hours of advance notice so that
48 the Engineer may be present during the inspection if so elected. The inspection video
49 and associated database file for each pipe segment, including all side sewers (if
50 applicable), shall be submitted to the Contracting Agency for review and approval within
51 ten (10) working days of the installation. The Engineer may take up to ten (10) working

1 days to review the files. If more than ten (10) working days are required for the
2 Engineer's review of the videos, an extension of time will be considered in accordance
3 with Section 1-08.8. No claim will be allowed for damages and no extension of time will
4 be granted resulting from the rejection of a video or database due to not meeting the
5 technical requirements or construction defects identified in the video.
6

7 **Inspection and Video Criteria**

8 CCTV inspection work shall be completed by certified National Association of Sewer
9 Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP)
10 trained operator(s) using established PACP coding and observations. Coding and
11 observation results shall be recorded and presented on a per asset basis, from structure
12 to structure. A pipe asset is defined as one continuous pipe from the upstream structure
13 to the downstream structure. Footage shall be recorded with the starting and ending
14 points being the center of the manholes and/or catch basins, with the exception that if
15 partial segments are constructed in this Contract, including side sewers, the
16 inspections only need to show all new work up to and including the connection to
17 the existing pipe. Inspections shall be performed after the manhole has been channeled
18 and the camera operator shall pan around and record the inside of each manhole and/or
19 catch basin constructed in this project at the start and end of each inspection. The
20 television camera shall have a resolution of 700 lines minimum and shall have a source
21 of illumination attached to it.
22

23 The video files shall be recorded and submitted in WMV format and include an
24 unmodified NASSCO-PACP Certified Access Database conducted entirely in digital
25 format with electronic reference to the survey which is intended to be imported into the
26 Contracting Agency's viewing software, GraniteNet. The PACP database must be in
27 MDB format and shall include the Contracting Agency's SAP ID for pipe segments and
28 structures. No other file formats will be accepted unless approved by the Contracting
29 Agency.
30

31 All videos and database files shall be submitted via the Internet web-based project
32 management communications tool, e-Builder software. The Contractor shall review each
33 video and database prior to submitting to confirm formatting is correct and no pipe
34 repairs are needed.
35

36 The Contractor shall provide video identifying each pipe segment by manhole, catch
37 basin, and pipe segment SAP ID numbers. The inspection shall identify all connections,
38 general conditions of the sewer pipelines, problem areas, location of all connections or
39 problem areas by linear footage, and observations concerning the condition of the pipe
40 joints. The camera system used shall be capable of travelling up to 500 linear feet.
41

42 Although newly constructed, the sewers will likely be in service with flow present during
43 inspections. The Contractor shall clean the main within 24 hours of the CCTV inspection.
44 The lens shall remain clean and clear for the duration of the inspection. Should the lens
45 become soiled, or fogged, or otherwise impaired to any degree that impedes the ability
46 to clearly see the condition of the pipe, the inspection shall be halted to clean and clear
47 the lens. No additional compensation will be made for re-inspections required by the
48 Contracting Agency due to soiled, fogged, or otherwise impaired camera lenses.
49

50 The Contractor shall maintain sufficient light levels within the main to allow for visual
51 inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the

1 Contractor shall make certain that the light levels are not so bright that visual inspection
2 is impeded.

3
4 The CCTV Inspection shall be a continuous, unedited video and shall include the
5 following information:

- 6 • Date of Inspection
- 7 • Main segment number (SAP)
- 8 • Upstream and Downstream Manhole Numbers (SAP)
- 9 • Street Location
- 10 • Setup (Normal or Reverse Flow)
- 11 • Pipe size and material
- 12 • Status (Active or Inactive) of all side sewers
- 13 • Location, length, and depth of water of sags
- 14 • Location and description of all other defects

15
16 In addition, the Contractor shall perform wastewater side sewer inspections where they
17 exist via a mainline camera with a lateral launching setup. The lateral launch camera
18 shall be capable of extending at least 30 feet from the main into side sewers and shall
19 include an on-screen footage counter. The quality of the side sewer inspection shall
20 meet the same requirements as the mainline camera. The lateral launch camera must
21 be self-leveling and shall also include a sonde transmitter to locate the side sewer in the
22 event of a defect. All side sewer inspections within a given segment shall be
23 incorporated into the same video and database file as the mainline inspection.

24
25 The Contractor shall bear all costs incurred in correcting any deficiencies found during
26 television inspection including the cost of any additional cleaning and television
27 inspection that may be required by the Engineer to verify the correction of said
28 deficiency.

29
30 The Contractor shall be responsible for all costs incurred in any television inspection
31 performed solely for the benefit of the Contractor.

32 33 **7-17.4 Measurement**

34 *This section is supplemented with the following:*

35
36 Removal and replacement of unsuitable, contaminated and non-contaminated, backfill
37 material will be determined by the cubic yard in place, based on a neat line
38 measurement per this Section and Section 2-09. Any removal and replacement of
39 unsuitable material outside neat line measurement shall be incidental to the Bid item.

40
41 **Horizontal Limits:** The horizontal limits shall be as defined in Section 2-09.4.

42
43 **Longitudinal Limits:** The longitudinal limits shall be as defined in Section 2-09.4.

44
45 **Lower Limits:** The lower limits shall be the top of the pipe zone as shown on Standard
46 Plan No. SU-16.

47
48 **Upper Limits:** The upper limits shall be the subgrade elevation of the proposed
49 roadway section or pavement patch section.

50

1 All costs associated with the disposal of material located above the upper limits shall be
2 included in the unit contract price for other items of work, unless a proposal item is
3 included for this specific item of work.

4
5 Pipe zone limits are as defined in Standard Plan SU-16.

6
7 No specific unit of measurement will apply for Contractor provided Television Inspection.
8 All costs shall be included in the per foot price of pipe installed.

9
10 **7-17.5 Payment**

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

12
13 "PVC Storm Sewer Pipe ___ In. Diam.", per linear foot.

14
15 "Ductile Iron Storm Sewer Pipe __ In. Diam.", per linear foot.

16
17 *The second paragraph is revised to read:*

18
19 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall
20 be full pay for the furnishing, hauling, and assembling in place the complete installation,
21 including but not limited to, disposal of material excavated within the pipe zone,
22 furnishing and installing pipe bedding and backfill material within the pipe zone, and all
23 wyes, tees, special fittings, rigid couplings, joint materials, and other appurtenances,
24 including Ethafoam for separation, necessary for the completion of the installation to the
25 required line and grade, unless proposal items are included for these specific items of
26 work, and shall also include all costs associated with cleaning the pipe and performing
27 and submitting television inspection videos. Sewer pipe per linear foot shall not be paid
28 until the Contracting Agency has reviewed and approved the CCTV inspection video and
29 database.

30
31 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

32
33 "Removal and Replacement of Unsuitable Material", per cubic yard.

34
35 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable
36 Material" shall be full pay for all work required to haul and dispose of unsuitable material
37 as specified in Section 7-08.3(1)A, including all tipping fees, material testing, and all
38 other associated disposal fees established at the disposal site; and the furnishing of
39 suitable backfill material as specified in Section 7-08.3(3).

40
41 **All material excavated from the trench shall be considered unsuitable for backfill**
42 **above the pipe zone and shall be removed and replaced with imported backfill,**
43 **meeting the requirements of Section 9-03.12(2).**

44
45
46 **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
8 and reconnect the existing side sewer. The location of the side sewer at the main is
9 estimated based on a TV inspection of the main and may vary in either direction. The
10 actual location at the point of reconnection is unknown.

11
12 **7-18.2 Materials**

13 *This section is supplemented with the following:*

14
15 Polyvinyl Chloride (PVC) Pipe (4 Inches and Over) 9-30.1(5)A
16

17 **7-18.3(1) Construction Requirements**

18 **7-18.3(1) General**

19 *This section is supplemented with the following:*

20
21 The Contractor shall use solid wall PVC pipe meeting the requirements of Section 9-
22 05.12(1) for all side sewers located 10 feet or more from a water service. If the side
23 sewer is located within 10 feet of a water service, the Contractor shall use solid wall PVC
24 pressure pipe meeting the requirements of Section 9-30.1(5)A. If the side sewer crosses
25 above a water main, the side sewer shall be encased per the Department of Ecology
26 Criteria for Sewage Works Design (Orange Book) Section C1-9.1.4A. Any encasement
27 of side sewers shall be paid for under force account per Section 1-09.6.
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
33 the pipe invert, through tees, wyes and other fittings, from the centerline of the main to
34 the centerline of the cleanout.
35

36 **7-18.5 Payment**

37 *The second paragraph is revised to read:*

38
39 The unit Contract price per linear foot for sewer pipe of the various kind and size
40 specified shall be full pay for furnishing, hauling and assembling in place the completed
41 installation including all wyes, tees, special fittings, joint materials, bedding material, and
42 end pipe marker, and any other items necessary for the completion of the installation,
43 unless Proposal items are included for these specific items of work, and shall also
44 include all costs associated with cleaning the pipe and performing and submitting
45 television inspection videos. Sewer pipe per linear foot shall not be paid until the
46 Contracting Agency has reviewed and approved the CCTV inspection video and
47 database meeting the requirements of Section 7-17.3(2)H.
48

49 *This section is supplemented with the following:*

50 "PVC C900/C905 Sanitary Sewer Pipe, ___ In. Diam.", per linear foot.

51 **END OF SECTION**

1 **7-19 SEWER CLEANOUTS**
2 **(*****)**

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 **7-19.4 Measurement**

10 *This section is supplemented with the following:*

11

12 The removal of existing cleanouts, as impacted, shall be considered incidental to other
13 items in the proposal.

14

15 **7-19.5 Payment**

16 *The third paragraph is revised to read:*

17

18 The unit Contract price for "Sewer Cleanout" shall be full pay for furnishing and placing
19 the wye, pipe, pipe bends, pipe plug, castings, and collar as specified herein and as
20 shown on Standard Plan SU-24.

21

22

23

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
8 at www.cityoftacoma.org/stormwatermanual.

9
10 The City of Tacoma has been issued a Washington State Department of Ecology
11 NPDES Construction Stormwater General Permit for this project. This Work consists of
12 administration and compliance with the requirements of this permit for this project.

13
14 **8-01.3 Construction Requirements**

15
16 **8-01.3(1) General**

17
18 *This section is supplemented with the following:*

19
20 The Contractor shall perform all work in compliance with the NPDES Construction
21 Stormwater General Permit issued for this project.

22
23 The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed
24 and terminated upon completion of the project per the following:

- 25
26 1. The City will provide the Contractor with a Transfer of Coverage form prior to
27 issuing a Notice to Proceed.
28 2. The Contractor shall sign and return the Transfer of Coverage form to the City.
29 3. The City will process the transfer and pay any associated transfer fees to the
30 Washington State Department of Ecology.
31 4. Once the transfer is complete and a Notice to Proceed has been issued, the
32 Contractor is responsible for performing all work in compliance with the permit
33 and the plans and specifications.
34 5. The Contractor shall pay any renewal fees if the need for permit renewal is
35 caused by contractor, otherwise the City will pay all renewal fees.
36 6. Upon Physical Completion of the Work the Contractor shall submit a Notice of
37 Termination to the Washington State Department of Ecology and provide the
38 City documentation that the termination is effective.

39
40 **8-01.3(1)A Submittals**

41 *This section is revised to read:*

42
43 The Contractor shall prepare and implement a project-specific Construction Stormwater
44 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
45 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes the
46 potential for pollution problems on a construction site and explains and illustrates the
47 measures to be taken on the construction site to control those problems.

48
49 The Construction SWPPP shall be prepared as a stand-alone document consisting of
50 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
51 Erosion and Sediment Control (TESC) Plans.

1
2 The Contracting Agency has prepared the Construction Stormwater Pollution Prevention
3 Plan Checklist to aid the Contractor in development of the SWPPP. This checklist
4 provides the Contractor with a tool to determine if all the major items are included in the
5 Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2
6 of the SWMM. Contractors are encouraged to complete and submit this checklist with
7 the Construction SWPPP.

8
9 The Department of Ecology has prepared a SWPPP template that can be used for
10 projects in the City of Tacoma. The template can be found on Ecology's website at:
11 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.
12 The Contractor developing the SWPPP must ensure that all references are appropriate
13 for the City of Tacoma.

14
15 The SWPPP is considered a "living" document that shall be revised to account for
16 additional erosion control/pollution prevention BMPs as they become necessary and are
17 implemented in the field during project construction. A copy of the most current SWPPP
18 and TESC Plan shall remain on-site at all times and an additional copy shall be
19 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and
20 TESC Plan may be forwarded to the Engineer rather than submitting a complete
21 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
22 with the original SWPPP document.

23
24 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
25 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
26 day following the inspection.

27 28 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

29 *This section is revised to read:*

30
31 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
32 contact information for the ESC Lead shall be added to the Stormwater Pollution
33 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
34 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
35 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
36 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
37 course approved by the Washington State Department of Ecology. The CESCL or
38 CPESC shall be listed on the Emergency Contact List required under Section 1-
39 05.13(1).

40
41 The CESCL or CPESC shall direct implementation of the measures identified in the
42 SWPPP and as shown on the TESC plan. Implementation shall include, but is not limited
43 to the following:

- 44
- 45 1. Installing and maintaining all temporary erosion and sediment control Best
46 Management Practices (BMPs) included in the SWPPP and as shown on the
47 TESC plan. Damaged or inadequate BMPs shall be corrected as needed to
48 assure continued performance of their intended function in accordance with
49 BMP specifications and Permit requirements.
 - 50 2. Performing monitoring as required by the NPDES Construction Stormwater
51 General Permit.

- 1 3. Inspecting all on-site erosion and sediment control BMPs at least once every
- 2 calendar week and within 24 hours of any discharge from the site. A SWPPP
- 3 Inspection report or form shall be prepared for each inspection and shall be
- 4 included in the SWPPP file. A copy of each SWPPP Inspection report or
- 5 form shall be submitted to the Engineer no later than the end of the next
- 6 working day following the inspection. The report or form shall include, but not
- 7 be limited to the following:
- 8 a. When, where, and how BMPs were installed, maintained, modified,
- 9 and removed.
- 10 b. Observations of BMP effectiveness and proper placement.
- 11 c. Recommendations for improving future BMP performance with
- 12 upgraded or replacement BMPs when inspections reveal SWPPP
- 13 inadequacies.
- 14 d. Approximate amount of precipitation since last inspection and when
- 15 last inspection was performed.
- 16 4. Updating and maintaining a SWPPP file on site that includes, but is not
- 17 limited to the following:
- 18 a. SWPPP Inspection Reports or Forms.
- 19 b. SWPPP narrative.
- 20 c. National Pollutant Discharge Elimination System Construction
- 21 Stormwater General Permit (Notice of Intent).
- 22 d. All documentation and correspondence related to the NPDES
- 23 Construction Stormwater General Permit.
- 24 e. Other applicable permits.

25
26 Upon request, the file shall be provided to the Engineer for review.

27
28 **8-01.3(1)C Water Management**

29 *This section is revised to read:*

30
31 The Contractor is responsible for keeping excavations free from standing water during

32 construction and disposing of the water in a manner that will not cause pollution, injury to

33 public or private property, or cause a nuisance to the public. Groundwater flowing

34 toward, into, or within excavations shall be controlled to prevent sloughing of excavation

35 walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly

36 progress of construction. The control of groundwater shall be such that softening of the

37 bottom of excavations, or formation of “quick” conditions or “boils” during excavation,

38 shall not occur. The Contractor is responsible for all foundation material required due to

39 lack of dewatering efforts.

40
41 **8-01.3(2) Temporary Seeding and Mulching**

42
43 **8-01.3(2)B Temporary Seeding**

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

45
46 All temporary seeding areas shall be seeded with the following mix:

47

Type of Seed	% by Weight
Chewings or Annual Bluegrass <i>Festuca rubra var. commutate</i> or <i>Poa anna</i>	40

Perennial Rye <i>Lolium perenne</i>	50
Redtop or Colonial Bentgrass <i>Agrostis alba or Agrostis tenuis</i>	5

1
2 The rate of application shall be 120 lbs. per acre.

3
4 *The fourth paragraph is supplemented with the following:*

5
6 Seed shall be distributed uniformly over the designated area. Half of the seed shall be
7 sown with the sower moving in one direction, and the remainder with the sower moving
8 at right angles to the first sowing.

9
10 **8-01.3(2)D Temporary Mulching**

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

12
13 Moderate-Term Mulch shall be applied at a rate of 3,500 lbs. per acre.

14
15 **8-01.3(2)E Tackifiers**

16 *This section is supplemented with the following:*

17
18 Organic Tackifier shall be applied at a rate per manufacturer's instructions.

19
20 **8-01.3(8) Street Cleaning**

21 *The third paragraph is revised to read:*

22
23 Street washing with water shall not be permitted.

24
25 **8-01.3(9) Sediment Control Barriers**

26
27 **8-01.3(9)D Inlet Protection**

28 *Replace the third paragraph of this section with the following:*

29
30 When the depth of accumulated sediment and debris reaches approximately 1/3 the
31 height of an internal device or 1/3 the height of the external device (or less when so
32 specified by the manufacturer), or as designated by the Engineer, the sediment and
33 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the
34 Plans or within the SWPPP.

35
36 *The section is supplemented with the following:*

37
38 Only bag-type filters are allowed for use in the public right of way.

39
40
41
42 **8-01.4 Measurement**

43
44 **8-01.4(2) Item Bids**

45
46 *This section is supplemented with the following:*

1
2 No specific unit of measurement shall apply to the lump sum item “Stormwater Pollution
3 Prevention Plan (SWPPP)”.

4
5 No specific unit of measurement shall apply to the lump sum item “NPDES Construction
6 Stormwater General Permit”.

7
8 No measurement will be made for “normal trench dewatering.”

9
10 **8-01.5 Payment**

11
12 **8-01.5(2) Item Bids**

13 *The pay item “Erosion/Water Pollution Control”, by force account as provided in Section*
14 *1-09.6 is revised to read:*

15
16 Installation, maintenance, and removal of erosion and water pollution control devices
17 including removal and disposal of sediment, stabilization and rehabilitation of soil
18 disturbed by these activities and any additional Work deemed necessary by the
19 Engineer to control erosion and water pollution, including street cleaning, will be paid by
20 force account in accordance with Section 1-09.6. Directing implementation by ESC Lead
21 of the measures identified in the SWPPP, shown on the TESC plan, and all other work
22 as included in Section 8-01.3(1)B shall be paid by force account as provided in Section
23 1-09.6.

24
25 *This section is supplemented with the following:*

26
27 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum.

28
29 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall
30 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
31 resubmitting revisions for the Stormwater Pollution Prevention Plan. Where removal of
32 erosion control BMPs is directed by the Engineer according to 8-01.3(16) or according to
33 these specification and the plans, removal shall be included in the lump sum or unit cost
34 for these respective BMPs.

35
36 “NPDES Construction Stormwater General Permit”, per lump sum. The lump sum
37 contract price for “NPDES Construction Stormwater General Permit” shall be full pay for
38 all costs, including but not limited to, transfer of coverage, sampling, monitoring,
39 reporting, coordinating, inspecting, materials and labor, and all fees and any other
40 expenses necessary to fully comply with the requirements of the Permit up to and
41 including termination of the Permit and completion of the Work. The lump sum price shall
42 also include all costs necessary to supply the City of Tacoma with all information as
43 necessary to ensure compliance with the permit.

44
45 No payment will be made for “normal trench dewatering”.

46
47
48 **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
8 areas within the "Clearing and Grubbing" limits, as shown on the Plans. "Landscape
9 Restoration" shall also include reinstallation of all property landscaping elements
10 necessary to restore surface areas which were removed and retained, which are not
11 included in other Bid items.

12
13 This Work shall also include roadside maintenance and construction cleanup in
14 accordance with the Specifications.

15
16 **8-02.2 Materials**

17 *This section is supplemented with the following:*

18
19 Compost shall meet the requirements of Section 9-14.5(8).

20
21 Root barrier shall be rigid-type root barrier module panels and shall be at least
22 75 percent recycled polypropylene or high-impact polystyrene with added ultraviolet
23 inhibitors. Material shall have 0.060-inch to 0.075-inch wall thickness, 18-inch height.
24 Panels shall have reinforcing ribs 1/2-inch deep, raised vertical ribs running
25 perpendicular to sheet, 6 inches on center.

26
27 The Tree Watering Bag materials shall be Treegator® Original or approved equal.

28
29 **8-02.3 Construction Requirements**

30 *This section is supplemented with the following:*

31
32 Soil excavated in connection with this Work shall be included in the measurements and
33 payments for "Roadway Excavation ____ Incl. Haul" in accordance with Section 2-03,
34 Roadway Excavation and Embankment.

35
36 The Contractor shall haul and dispose of all soil material excavated from the Project site
37 in accordance with Section 2-03.

38
39 **Root Barrier**

40
41 The Contractor shall stake location for approval of the Engineer before proceeding with
42 installation. Assemble the appropriate number of root barrier panels as required per City
43 standard plan LS-01. Trench immediately adjacent to hardscape to the appropriate
44 depth for installation of specified root barrier so that top of barrier is 1/2 inch to 1 inch
45 (12.7 mm to 25.4 mm) above finished soil grade. Place root barrier in trench, vertical ribs
46 facing toward planting area and tree roots. Where possible, use pavement edge as a
47 guide for root barrier alignment. Backfill adjacent planting soil against the root barrier to
48 promote clean fit to hardscape. Fill to finish grade.

1 **Tree Watering Bag**

2
3 The Contractor shall install one Tree Watering Bag per tree where shown on the plans.
4 Install Tree Watering Bag in accordance with manufacturer's instructions.

5
6 **8-02.3(1) Responsibility During Construction**

7 *The third paragraph is revised to read:*

8
9 The Contractor shall protect existing trees, grass and vegetation in accordance with the
10 Plans and Section 1-07.16(2). The Contractor shall protect existing planting beds, lawn
11 and grass areas as shown per Plans in accordance with City of Tacoma Standard Plan
12 GSI-01a. The Contractor shall protect existing trees in accordance with City of Tacoma
13 Standard Plans LS-08, LS-09, LS-10, and LS-11, unless these are to be removed per
14 Plans and Specifications.

15
16 *This section is supplemented with the following:*

17
18 The Contractor shall not dump or stockpile topsoil, compost, mulch, or any other
19 landscape materials directly on roadway surfaces and shall employ the appropriate
20 BMPs for stockpiling at a stockpile site out of the right-of-way. The Contractor shall place
21 landscape materials such as Topsoil, Compost or Mulch immediately upon delivery to
22 the jobsite. The Contractor may request to stockpile these materials in writing by
23 submitting a Roadside Work Plan. Stockpiling in the public right-of-way shall only be
24 permitted as approved in writing by the Engineer.

25
26 The Contractor shall notify the Engineer of any conflict between the proposed work and
27 any obstructions, and shall repair damage in accordance with Section 1-07.16,
28 Protection and Restoration of Property.

29
30 Prior to starting work, the Contractor shall locate and protect all underground utilities in
31 accordance with Section 1-07.17, Utilities and Similar Facilities.

32
33 **8-02.3(2)A Roadside Work Plan**

34 *Item 1.b. is revised to read:*

35
36 Means and Methods for vegetation protection in accordance with City of Tacoma
37 Standard Plans GSI-01a, LS-08, LS-09, LS-10, and LS-11; and Section 1-
38 07.16(2).

39
40 **8-02.3(4) Topsoil**

41 *This section is supplemented with the following:*

42
43 The Contractor shall use Topsoil Type A in accordance with Special Provisions Section
44 9-14.2 unless otherwise shown on the Plans or as approved by the Engineer.

45
46 Scarify or till subgrade in two directions to 6-inch depth. Scarify the entire surface prior to
47 placing Topsoil. Do not scarify within drip line of existing trees to be retained.

48
49 **8-02.3(4)A Topsoil Type A**

50 *This section is revised to read:*

51

1 Topsoil Type A shall be an imported topsoil and compost mix from a topsoil supplier or
2 certified composting facility in accordance with Section 9-14.5(8). The Contractor shall
3 place, till and fine grade Topsoil Type A in accordance with Section 8-02 and City of
4 Tacoma Standard Plan GSI-01d. Topsoil Type A shall conform to Sections 9-14.2 and 9-
5 14.2(1). The Contractor shall submit a certification and testing results from the supplier
6 showing that the contents of the Topsoil meet the requirements in the Special
7 Provisions.

8
9 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

10 *This section is supplemented with the following:*

11
12 All grades shall be maintained in the areas to be planted in a true and even condition.
13 The contractor shall be careful not to disturb any of the existing or cut slopes. Where
14 final grades have not been established, the areas shall be finish graded and all surfaces
15 left in an even and compacted condition. The finished grade shall be such that after
16 planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be
17 maintained.

18
19 **8-02.3(5)A Seeding Area Preparation**

20 *Items 3. and 4. of this section are revised to read:*

- 21
22 3. Bring area to a uniform grade and place amended topsoil accordance with
23 Standard Plan GSI-01d. Do not till soil on any slopes at 3(H):1(V) or steeper.
24 Rake to a smooth even grade without low areas that trap water. The finished
25 grade of the soil shall be 1/2 inch below the top of all curbs, junction and valve
26 boxes, walks, driveways and other structures.
27
28 4. Compact to provide a reasonably firm but friable seedbed. On slopes at least 20
29 feet in width from back of walk to construction limits and flatter than 2(H):1(V),
30 create longitudinal depressions at least 2-inch deep by means of tractor track
31 walking; unless otherwise specified or as directed by The Engineer.

32
33 **8-02.3(5)B Lawn Area Preparation**

34 *Item 4. of this section is revised to read:*

- 35
36 4. Import and place topsoil in accordance with Standard Plans GSI-01d. Rake to a
37 smooth even grade without low areas that trap water and compact with a 50-
38 pound roller. The finished grade of the soil shall be 1/2 inch below the top of all
39 curbs, junction and valve boxes, walks, driveways and other structures.

40
41 **8-02.3(5)C Planting Area Preparation**

42 *Items 5. And 6. of this section is revised to read:*

- 43
44 5. Import and place amended topsoil in accordance with Standard Plans GSI-01d.
45 Do not till or place loose topsoil without compaction and stabilization measures
46 on slopes 3H:1V or steeper.
47
48 6. The finished grade of the mulch or woodchips shall be 1/2 inch below the top of
49 all curbs, junction and valve boxes, walks, driveways and other structures.
50

1 **8-02.3(6) Mulch and Amendments**

2 *This section is supplemented with the following:*

3
4 Compost amendment shall be included in Topsoil Type A in accordance with Standard
5 GSI-01d, and compost content is included in the Topsoil quantity.

6
7 Soil Amendment General Requirements:

8
9 1) Planting beds shall be stabilized with bark or wood chip mulch to the depths specified
10 on the Plans.

11
12 2) Sequencing and Scheduling: Do not perform soil preparation work in areas subject to
13 the subsequent work of other sections, unless approved otherwise.

14
15 **8-02.3(6)A Compost**

16 *This section is supplemented with the following:*

17
18 The Contractor shall submit the amount of cubic yards of Compost incorporated into the
19 project to the Engineer, including mulch, amendment and as topsoil content. The
20 Contractor shall submit the quantity of Compost per type and supplier.

21
22 **8-02.3(6)B Fertilizers**

23 *This section is supplemented with the following:*

24
25 Fertilizer shall be supplied and applied per landscaping supplier recommendation or
26 BMP C 120 per the City of Tacoma Stormwater Management Manual, Volume 3,
27 Chapter 1, Section 1.7.

28
29 **8-02.3(8)C Pruning, Staking, Guying, and Wrapping**

30 *This section is supplemented with the following:*

31
32 Under no circumstances shall tree or shrub pruning be done prior to inspection and
33 approval of plants by the Engineer. Pruning cuts shall only be made to remove dead,
34 damaged, diseased, or broken branches, and in no case shall remove the leader of the
35 tree. If approved, all cuts shall be made in accordance with the ANSI A300 pruning
36 standards at the point of connection with the parent stem, outside of the branch collar,
37 leaving no stubs.

38
39 Pruning cuts shall be made in a manner to favor the earliest possible covering of the
40 wound by callus growth. Cuts that produce large (greater than 1.5") wounds or weaken
41 the tree will not be acceptable. All pruning shall produce a clean cut without bruising or
42 tearing the bark.

43
44 Evergreens shall not be pruned, except to remove injured branches. The use of pole
45 shears and/or hedge shears for pruning deciduous or evergreen trees will not be
46 permitted. All trimmings and other debris left over from the planting operations shall be
47 collected and disposed of off the site. All evergreen trees and deciduous trees over 15
48 feet in height shall be guyed with three wires or cables.

49
50 All deciduous and evergreen trees shall be staked the same day of planting.

51

1 **8-02.3(10) Lawn Installation**

2
3 **8-02.3(10)A Dates and Conditions for Lawn Installation**

4 *This section is supplemented with the following:*

5
6 Where no irrigation system is to be installed, hydroseed lawn shall be installed during
7 the following periods only:

- 8
- 9 March 1st – June 30th
- 10 September 1st - October 25

11
12 **8-02.3(10)B Lawn Seeding and Sodding**

13 *This section is supplemented with the following:*

14
15 Hydroseeding shall be the method for lawn installation unless otherwise shown per
16 Plans or as directed by the Engineer. Lawn seeding and sodding shall be in
17 accordance with BMP C 120 per the City of Tacoma Stormwater Management Manual,
18 Volume 3, Chapter 1, Section 1.7. All permanent seeding areas shall be seeded with
19 Low-Growing Turf Seed Mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties) <i>Festuca arundinacea var.</i>	45
Dwarf Perennial Rye (Barclay) <i>Lolium perenne var. Barclay</i>	30
Red Fescue <i>Festuca rubra</i>	20
Colonial Bentgrass <i>Agrostis tenuis</i>	5

20
21
22 The rate of application shall be 120 lbs per acre, or as specified by the manufacturer.

23
24 Seeding fertilizer shall be per manufacturer’s recommendation.

25
26 **8-02.3(10)C Lawn Establishment**

27 *This section is supplemented with the following:*

28
29 Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

30
31 **8-02.3(11)B Bark or Woodchip Mulch**

32 *The third paragraph is revised to read:*

33
34 Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a
35 uniform and non-compacted depth of 4 inches at the location indicated on the Plans or
36 as directed by the Engineer.

37
38 Mulch shall not be applied directly to the base of stems and shall be feathered to plant
39 material, leaving trunks, stems, canes, and root collars with gap of 2 inches minimum
40 free of mulch. Bark or Woodchip Mulch shall be placed flush with the top of junction and
41 valve boxes, curbs, sidewalk and pavement edges.

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8-02.3(13) Plant Establishment

This section is supplemented with the following:

The Contractor shall maintain the planting areas and all plants planted within the project limits to ensure the resumption and continued growth of the planted material until expiration of the plant warranty period per Special Provisions Section 8-02.3(14).

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, watering, and the replacement of all unsatisfactory plant material planted under the contract.

Planting dates for replacement plant material will be approved by the Engineer.

The Contractor shall meet with the Engineer for the purpose of joint inspection of the project once installation has been completed and thereafter on a periodic “as needed” basis as determined by the Engineer, until the expiration of the plant warranty period per Special Provisions Section 8-02.3(14). Thus, plant establishment shall be included in the Contract price per each for the duration of the warranty and the Contract, whichever is the longer duration.

All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-day period immediately following the inspection. Failure to comply with corrective steps as outlined by the Engineer shall constitute justification of the Contracting Agency to take corrective steps and to deduct all costs thereof from any monies due the Contractor.

The Contractor shall replace all plants stolen or damaged by the acts of others until the physical completion date of the contract.

8-02.3(14) Plant Replacement

This section is supplemented with the following:

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date. Thus, plant establishment shall be included in the Contract price per each for the duration of the warranty and the Contract, whichever is the longer duration.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

1 Replacement plants will be subject to the original warranty provision as stated above.

2
3 **8-02.3(16) Roadside Maintenance Under Construction**

4 *This section is supplemented with the following:*

5
6 **Construction Cleanup**

7
8 Where staining, dust or other material has visibly accumulated on the adjoining buildings
9 and sidewalks as a result of the Contractor's Work, the Contractor shall clean these off
10 as directed by the Engineer. The Contractor shall remove all siltation, spoils, debris and
11 solid waste resulting from the Contractor's activities along the project right of way and
12 dispose of it in accordance with the Contract. The cost for any cleanup described in
13 Section 8-02 shall be included in the lump sum Contract price for "Roadside
14 Restoration".

15
16 *Section 8-02.3 is supplemented with the following:*

17
18 **8-02.3(17) Tree Protection**

19
20 The Contractor shall adhere to the requirements in City of Tacoma Standard Plans LS-
21 08 through LS-11 and the arborist monitoring during construction requirements as
22 detailed in 2-01. Tree protection signs can be found in Appendix 5 of the Urban Forest
23 Manual, which is available for download on the City of Tacoma's website.

24
25 **8-02.4 Measurement**

26 *The first paragraph is revised to read:*

27
28 Topsoil, mulch, and soil amendments will be measured by the cubic yard in the haul
29 conveyance at the point of delivery when included in the proposal.

30
31 *The third paragraph is revised to read:*

32
33 Compost will be measured by the cubic yard in the haul conveyance at the point of
34 delivery. Note that the quantity of Compost incorporated into the project must be
35 reported and submitted to the Engineer in all cases, and where included in other bid
36 items like topsoil.

37
38 *The fourth and fifth paragraphs are revised to read:*

39
40 Seeding, fertilizing, cultivation, weed control, and any preparation of lawn or planting
41 areas are included in other bid items such as "PSIPE__" and "Seeded Lawn Installation".

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

44
45 Irrigation water used to establish vegetation will be considered included in the cost of
46 plants.

47
48 No specific unit of measure will apply to the lump sum item "Landscape Restoration"

49
50 "Root Barrier – 18 In." will be measured per linear foot.

51

1 “Tree Watering Bag” will be measured per each.

2
3 Contractor preparation of the Roadside Work Plan and Plant Establishment Plan shall be
4 considered incidental to other items in the Proposal.

5
6 **8-02.5 Payment**

7 *The first paragraph of “PSIPE____” is revised to read:*

8
9 “PSIPE, ____”, per each.

10
11 Payment per each for “PSIPE, ____” shall be full pay for all materials, labor, tools,
12 equipment and supplies necessary for weed control within planting areas, planting area
13 preparation, fine grading, planting, cultivating, watering, and clean-up for the particular
14 items called for in the Plans and Specifications for the duration of the Contract. A one (1)
15 year plant warranty shall be included in the unit contract price. Plant establishment shall
16 be included in the Contract price per each for the duration of the warranty and the
17 Contract, whichever is the longer duration.

18
19 *This section is supplemented with the following:*

20
21 “Topsoil Type A”, per cubic yard

22
23 The unit Contract price per cubic yard for “Topsoil Type A” shall be full compensation for
24 producing the topsoil mix, including Compost amendment in accordance with Standard
25 Plan GSI-01d, pre-excavation weed control, haul and delivery, placing, grading, and
26 compacting the topsoil in accordance with the Plans and Specifications.

27
28 “Bark or Wood Chip Mulch”, per cubic yard

29
30 The unit Contract price per cubic yard for “Bark or Wood Chip Mulch” shall be full pay for
31 all labor, materials, tools, and equipment necessary to complete the Work as specified,
32 which includes hauling and spreading the mulch onto the existing soil.

33
34 “Landscape Restoration”, per lump sum.

35
36 The lump sum contract price for “Landscape Restoration” shall include any restoration of
37 landscape (and associated items not covered under a bid item) necessary to restore
38 surface areas as shown on the Plans where pavement has been removed or where
39 excavation has occurred in construction of storm, sewer, and side sewers, pavement,
40 sidewalks and curb ramps. Payment for “Landscape Restoration” shall be full pay for all
41 materials, labor, tools, equipment and supplies necessary for complete restoration and
42 necessary for weed control within planting areas, seeding, fertilizing and mulching, soil
43 amendment, installation of bark or wood chip mulch, installation of topsoil, planting area
44 preparation, fine grading, planting, cultivating, and clean-up for the particular items
45 called for in the Plans until the physical completion date of the contract. Any restoration
46 needed due to damage or disturbance caused by Contractor beyond the limits of work
47 shall be performed at the Contractor’s expense.

48
49 “Root Barrier – 18 In.”, per linear foot.

50

1 The unit contract price per linear foot for "Root Barrier – 18 In." shall be full pay for all
2 labor, tools, materials, and equipment necessary to furnish the materials, install, and
3 place the root barrier as shown in the Plans.

4

5 "Tree Watering Bag", per each.

6

7 The unit contract price per each for "Tree Watering Bag" shall be full pay for furnishing
8 and installing the bags where shown on plans.

9

10

11

END OF SECTION

1 **8-03 IRRIGATION SYSTEM**

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

3
4 **8-03.1 Description**

5 *This section is supplemented with the following:*

6
7 Work involves partial demolition and restoration of existing irrigation systems.

8
9 **8-03.3 Construction Requirements**

10 *The third paragraph is supplemented with the following:*

11
12 All electrical work from the electrical source to the controller junction box must be
13 completed by a licensed electrical contractor.

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

16
17 The contractor shall replace, relocate as needed, and restore all equipment required to
18 provide a fully functioning irrigation system where irrigation is in conflict with construction
19 or is otherwise impacted as noted in the Plans, or as encountered during construction.

20
21 **8-03.3(9) Irrigation Heads**

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

23
24 Final position of turf heads shall be level or ½ inch below finished grade measured from
25 the top of the sprinkler.

26
27 **8-03.3(9) Valve, Valve Boxes, Hose Bids**

28
29 *The second paragraph is supplemented with the following:*

30
31 Final position of valve boxes, capped sleeves, and quick coupler valves shall be level
32 with the finished grade or mulch.

33
34 **8-03.3(10) Flushing and Testing**

35
36 **8-03.3(1)A General Testing Requirements**

37
38 *This section is supplemented with the following:*

39
40 The Contractor shall advise the Engineer at least 24 hours before pressure tests are to
41 be conducted.

42
43 A zone diagram shall be posted in the controller to facilitate the selection of the valves to
44 be operated.

45
46 **8-03.4 Vacant**

47 *This section, including title, is replaced with the following:*

48 **8-03.4 Measurement**

49
50 No specific unit of measure will apply to the lump sum item "Restoration of Irrigation
51 System".

1 **8-03.5 Payment**

2 *This section is replaced with the following:*

3

4 “Restoration of Irrigation System”, lump sum.

5

6 The unit contract price for “Restoration of Irrigation System” shall include all costs for
7 replacing and restoring the irrigation system equipment and components where irrigation
8 is in conflict with construction or is otherwise impacted as noted in the plans or
9 encountered during construction, including full pay for all work and material necessary to
10 inspect, test, excavate, furnish, haul, bed, backfill, and assemble in place the restored
11 irrigation system, as well as any other appurtenances necessary for completion.

12

13

14

END OF SECTION

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**
2 **(*****)**

3
4 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

5 *The first paragraph is revised to read:*

6
7 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with
8 air entrained concrete Class 3000 conforming to the requirements of Section 6-02.

9
10 *Section 8-04.3 Construction Requirements is supplemented with the following:*

11
12 **8-04.3(6) Cold Weather Work**

13
14 The following additional requirements for placing concrete shall be in effect from
15 November 1 to April 1:

- 16
17
 - 18 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - 19 • All concrete placement shall be completed no later than 2:00 p.m. each day.
 - 20 • Where forms have been placed and the subgrade has been subjected to frost, no
21 concrete shall be placed until the ground is completely thawed. At that time, the
22 forms shall be adjusted and subgrade repaired as determined by the Engineer.

23 **8-04.5 Payment**

24 *This section is supplemented with the following:*

25
26 The unit Contract price per linear foot for “Cement Conc. Traffic Curb and Gutter” and
27 “Mountable Cement Conc. Traffic Curb and Gutter” shall be full payment for all costs
28 incurred to carry out the requirements of Section 8-04, including curb drains, gutter pan
29 widening around structures as detailed in the Plans, and connection to existing roof
30 drains in accordance with the Contract.

31
32
33 **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 Class 4000, 3 day high
8 early strength air entrained concrete conforming to the requirements of Section 6-02 of
9 the Standard Specifications.

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
16 November 1 to 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
23 forms shall be adjusted and subgrade repaired as determined by the Engineer.

24 **8-06.5 Payment**

25 *The third paragraph is revised to read:*

26
27 Excavation required for the construction of the driveway entrance, including costs
28 associated with excavating such as haul and disposal, shall be included in the unit
29 Contract price for "Cement Conc. Driveway Entrance Type ____" regardless of depth.

30
31
32 **END OF SECTION**

1 **8-13 MONUMENT CASES**
2 **(March 17, 2003 Tacoma GSP)**

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
11 Plan and these Specifications, in conformity with the lines and locations shown in the
12 Plans or as staked 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.
17 'Ready Mix' bag concrete shall not be used.

18
19 Bronze markers will be supplied by the Contracting Agency on City funded projects.

20
21 **8-13.3 Construction Requirements**

22
23 The Contractor shall construct the poured monument in accordance with the City of
24 Tacoma Standard Plan SU-01.

25
26 **(*****)**

27 **8-13.4 Measurement**

28
29 Measurement of the poured monument will be per each.

30
31 No separate measurement for payment will be made for replacement of other survey
32 control as identified in the project plans, such as magnetic survey nails, and coordination
33 with the City survey staff, and is instead incidental to other items in the Proposal.

34
35 **8-13.5 Payment**

36
37 Payment will be made in accordance with Section 1-04.1.

38
39 "Poured Monument", per each.

40
41 The unit Contract price per each for "Poured Monument" shall be full pay for all labor,
42 equipment, and materials required to furnish and install the monument, including the
43 removal of existing monuments and necessary pavement removal to accommodate the
44 installation in accordance with the standard plan and specifications.

45
46
47 **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
10 shall 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
22 November 1 to 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.
- 27
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 **8-14.4 Measurement**

35 *Section 8-14.4 is supplemented with the following:*

36
37 Detectable warning surfaces will not be measured separately for payment.

38
39 Pedestrian curb will not be measured separately for payment and will instead be
40 included in the cost of "Cement Conc. Curb Ramp Type ___."

41
42 Measurement of garden walks where called for in the plans shall be included in the
43 measurement of "Cement Concrete sidewalk."

44
45 No separate measurement for payment shall be made for salvaging and reinstalling
46 historic markers where encountered within the sidewalk per City of Tacoma
47 standard plan SU-40, but shall instead be incidental to other items in the Proposal.

48
49 **8-14.5 Payment**

50 *The sixth paragraph is revised to read:*

51

1 Excavation required for the construction of the sidewalk or curb ramp, including costs
2 associated with excavating such as haul and disposal, shall be included in the unit
3 contract price for "Cement Conc. Sidewalk" and/or "Cement Conc. Curb Ramp Type ___"
4 regardless of depth.

5
6
7

END OF SECTION

1 **8-21 PERMANENT SIGNING**
2 **(*****)**

3
4 **8-21.1 Description**

5 *This section is supplemented with the following:*

6
7 This Work shall include removing existing signs and posts, installing new signs and
8 posts, and re-installing existing signs in accordance with the Plans and as directed by
9 the Engineer.

10
11 This Work also consists of providing, placing, and maintaining temporary signage
12 throughout the project, and removal of temporary signage at the completion of the
13 project as detailed on the Plans.

14
15 **8-21.5 Payment**

16 *Section 8-21.5 is supplemented with the following:*

17
18 The lump sum contract price for “Permanent Signing” shall include all costs for removal
19 of existing signs and posts, installation of new signs and posts, and re-installation of
20 existing signs.

21
22
23

END OF SECTION

1 **8-22 PAVEMENT MARKING**
2 **(April 1, 2018 Tacoma GSP)**

3
4 **8-22.2 Materials**

5 *This section is supplemented with the following:*

6
7 All legends and arrows including “Plastic Traffic Arrow” and “Plastic Bicycle Lane
8 Symbol” shall be a Preformed retro-reflective thermoplastic pavement marking material
9 incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and
10 Portland Cement Concrete pavements by means of heat fusion. All pavement markings
11 shall be hot applied thermoplastic. The applied markings shall be very durable, oil and
12 grease impervious, and provide immediate and continuing retro-reflectivity meeting the
13 requirements of Section 9-34.3(2).

14
15 **8-22.3 Construction Requirements**

16
17 **8-22.3(3)E Installation**

18 *This section is supplemented with the following for applying Type B material:*

19
20 **Effective Performance Life:** When properly applied, in accordance with manufacturer’s
21 instructions, the preformed marking materials shall be neat and durable. The markings
22 shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other
23 signs of poor adhesion.

24
25 **Packaging:** The flexible preformed marking material, for use as transverse or bike
26 symbols as well as legends, shall be available in flat form material up to a maximum of 2
27 foot width by 4 foot length. The material shall be packed in suitable cartons clearly
28 labeled for ease of identifying the contents. Packaging shall not use plastic liners within
29 to separate material from itself. Product packaging shall identify part number and mil
30 thickness.

31
32 **Material Replacement Provisions:** Any properly applied preformed marking materials
33 that shall smear or soften independent of pavement movement or condition within a
34 period of one year from date of application shall be replaced by the supplier.

35
36 **Installation:** The preformed marking materials shall be applied in accordance with the
37 manufacturer’s recommendations on clean and dry surfaces. New Portland concrete
38 cement surfaces must be sandblasted to entirely remove curing compound. Marking
39 configuration shall be in accordance with the “Manual on Uniform Traffic Control
40 Devices,” where applicable.

41
42 **New Surfaces:** Preformed marking materials specified for newly paved asphalt road
43 surfaces shall be capable of being applied as the original permanent marking on the day
44 the surface is paved.

45
46 **Fusion:** The preformed marking materials shall be fusible to the pavement by means of
47 a propane torch recommended by the manufacturer.

48
49 **Technical Services:** The supplier shall provide technical services as may be required.
50

1 **8-22.3(4) Tolerances for Lines**

2 *The allowable tolerance for "Length of Line" is revised to read:*

3

4 **Length of Line:** The longitudinal accumulative error within a 32-foot length of skip
5 stripe shall not exceed plus or minus 1 inch.

6

7 **8-22.4 Measurement**

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

9

10 The measurement for "Plastic Line" will be based on the total length of each 4 inch, or 6
11 inch, plastic line installed.

12

13

14

END OF SECTION

1 **9-03 AGGREGATES**
2 **(September 20, 2018 Tacoma GSP)**

3
4 **9-03.1 Aggregates for Concrete**
5 *The title of Section 9-03.1 is revised to read as follows:*
6

7 **9-03.1 Aggregates for Portland Cement Concrete**

8
9 **9-03.1(1) General Requirements**
10 **(June 16, 2016 Tacoma GSP)**

11 *The seventh paragraph is deleted*
12

13 **9-03.21 Recycled Material**

14
15 **9-03.21(1) General Requirements**
16 **(Jun 16, 2016 Tacoma GSP)**

17 *This section is supplemented with the following:*
18

19 Recycled materials will only be permitted upon approval of the Engineer. Recycled
20 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
21 and extra excavation area backfill material.
22

23

24

END OF SECTION

1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**
2 **(May 15, 2023 Tacoma GSP)**

3
4 **9-14.2 Topsoil**

5 **9-14.2(1) Topsoil Type A**

6 *This Section is revised to read:*

7
8 Topsoil Type A shall meet the following requirements:

- 9
- 10 • The source Topsoil shall be friable and loamy, and can contain loam, sandy
 - 11 loam, silty loam, clay loam, or a sandy clay loam.
 - 12 • Topsoil Type A shall be organically amended with Compost before delivery to the
 - 13 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
 - 15 beds; typically containing 40% compost.
 - 16 • The amended Topsoil shall have minimum 5% organic matter for grass seeding
 - 17 and lawn areas; typically containing 25% compost.
 - 18 • The pH shall be between 6.0 and 8.0.
 - 19 • The amended Topsoil shall have maximum 25% passing the #200 sieve.
 - 20 • The amended Topsoil shall not exhibit visible water or dust during handling.

21
22 **9-14.5(8) Compost**

23 *This Section is supplemented with the following:*

24
25 The Compost supplier shall produce Compost from a certified composting facility.
26 Certified compost facilities are included on a list and an interactive map available on the
27 Washington State Department of Ecology Composting website:

28
29 [https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)
30 [materials/Managing-organics-compost](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)

31
32 Compost shall meet the definition for “composted material” per WAC 173-350-100 and
33 comply with standards in WAC 173-350-220, except the feedstock may contain bio
34 solids or manure feed stocks. When feedstock material is sourced in a pest quarantine
35 area the owners of the organic waste shall comply with WAC 16-470-124 including
36 processing conditions and heat treatments for pest control; and shall obtain a special
37 permit from the Washington State Department of Agriculture.

38
39 City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste
40 compost program, can be used as Compost or shall be added as part of the Compost
41 mix for landscaping and roadside restoration, including topsoil amendment and topsoil
42 mix content.

43
44 Compost shall meet the following additional criteria:

- 45
- 46 • No visible water or dust during handling
 - 47 • 40% minimum to 65% maximum organic content per TMECC
 - 48 • Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget
 - 49 Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

50 **END OF SECTION**

1 **9-28 SIGNING MATERIALS AND FABRICATION**
2 **(April 1, 2012 Tacoma GSP)**

3

4 **9-28.1 General**

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

6

7 Permanent signs which measure 36 inches or less on a side and are to be mounted on a
8 single post shall be constructed of single 0.080-inch aluminum panels.

9

10 *The third sentence of the first paragraph is hereby revised to read:*

11

12 Sign overlay panels shall be 0.050-inch aluminum panels.

13

14 **9-28.9 Fiberglass Reinforced Plastic Signs**

15 *This section is deleted in its entirety.*

16

17

18

END OF SECTION

19

20

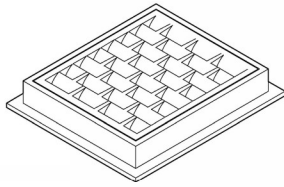
END OF SPECIAL PROVISIONS

APPENDIX A

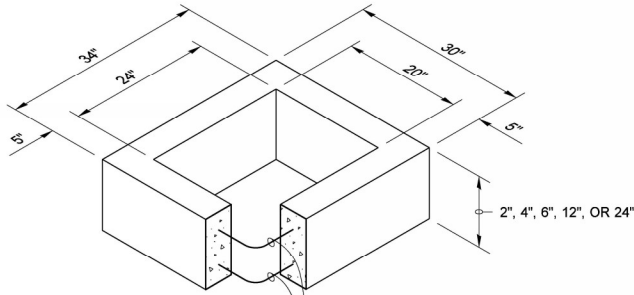
CITY OF TACOMA

AND

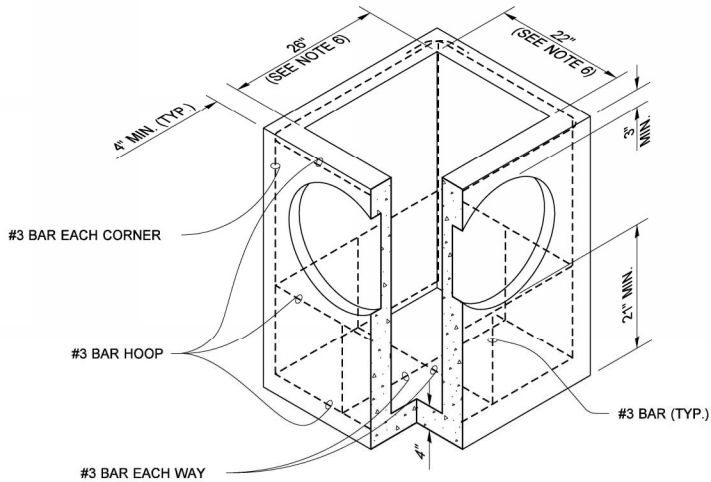
WSDOT STANDARD PLANS



FRAME AND VANED GRATE



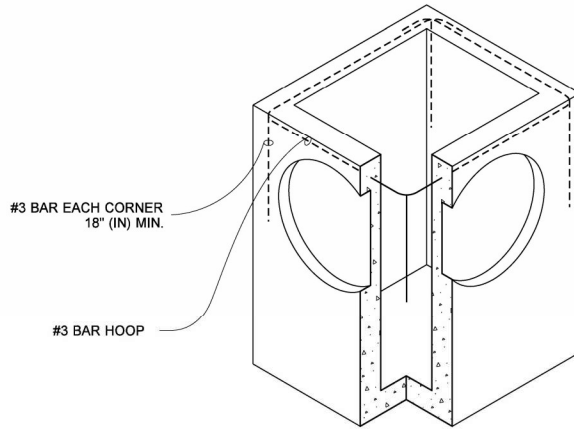
RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION

PIPE ALLOWANCES	
PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CPSSP * (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

* CORRUGATED POLYETHYLENE STORM SEWER PIPE



(SEE NOTE 1)

ALTERNATIVE PRECAST BASE SECTION

NOTES

- As acceptable alternatives to the rebar shown in the **PRECAST BASE SECTION**, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the **ALTERNATIVE PRECAST BASE SECTION**. Wire mesh shall not be placed in the knockouts.
- The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
- The opening shall be measured at the top of the **Precast Base Section**.
- All pickup holes shall be grouted full after the basin has been placed.



Julie Heilman
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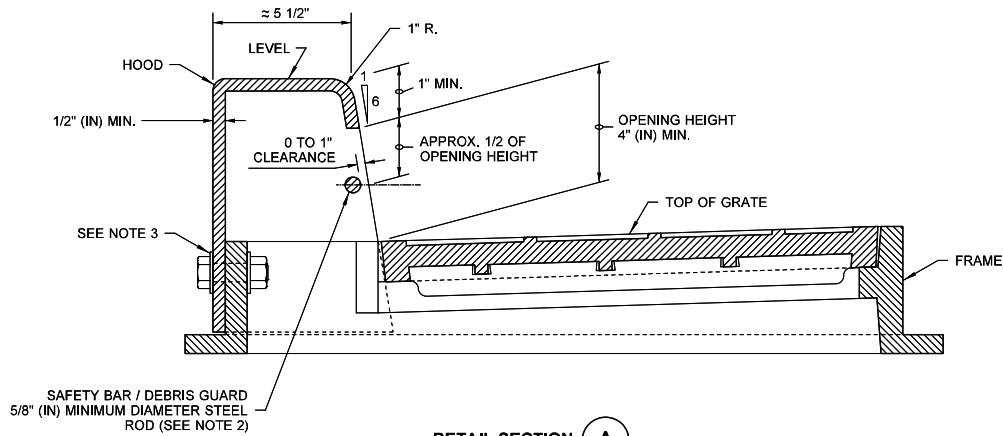
CATCH BASIN TYPE 1

STANDARD PLAN B-5.20-03

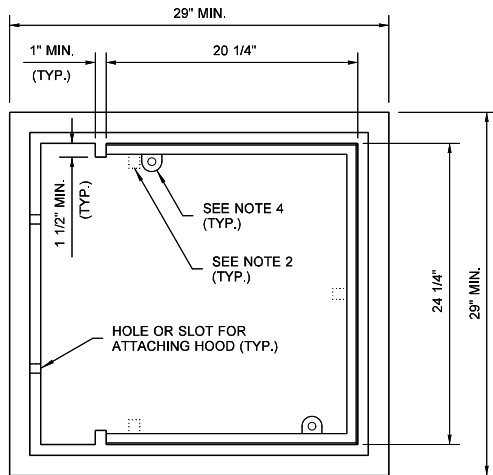
SHEET 1 OF 1 SHEET

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 STATE DESIGN ENGINEER
 Washington State Department of Transportation

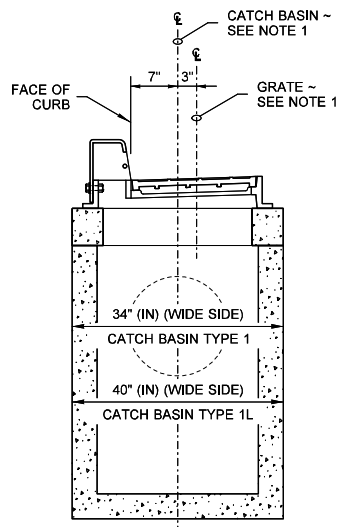
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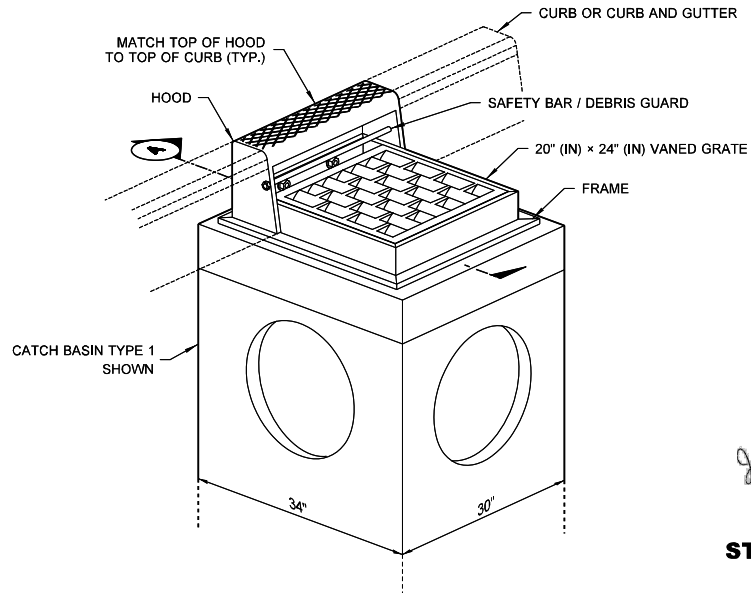
DETAIL SECTION A



TOP VIEW
FRAME DETAIL



SECTION A



ISOMETRIC VIEW
COMBINATION INLET
FRAME, HOOD, AND VANED GRATE

NOTES

1. This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerline (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See **Section A**.
2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
3. Attach the hood to the frame with two 3/4" (in) x 2" (in) hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to ensure full bearing across the slots.
4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. See **BOLT-DOWN DETAIL, Standard Plan B-30.10**.
5. Only ductile iron Vaned Grates shall be used. See **Standard Plans B-30.30 and B-30.40** for grate details. Refer to **Standard Specification Section 9-05.15(2)** for additional requirements.
6. This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in this drawing.



Heilman, Julie
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cosign

COMBINATION INLET

STANDARD PLAN B-25.20-02

SHEET 1 OF 1 SHEET

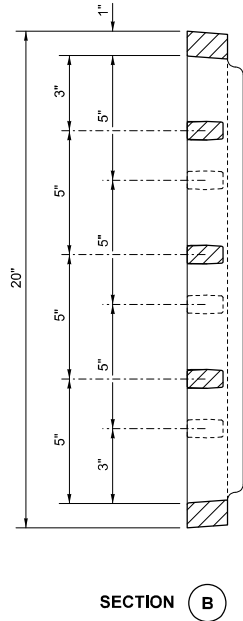
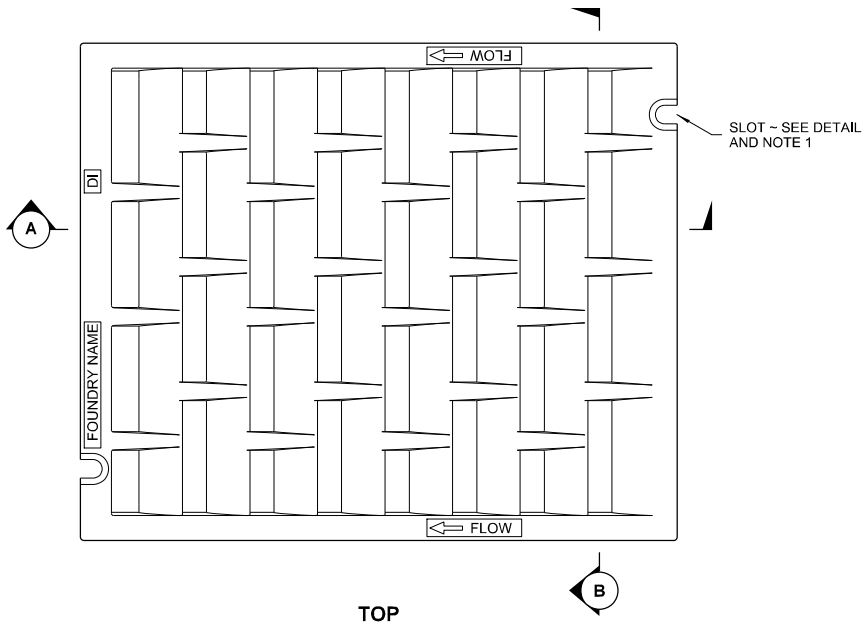
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Carpenter, Jeff
Feb 27 2018 7:43 AM
cosign

STATE DESIGN ENGINEER

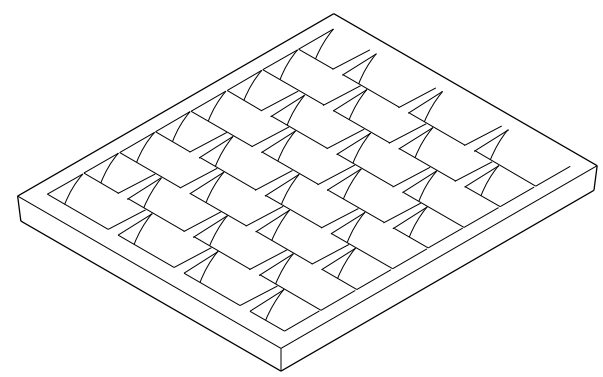
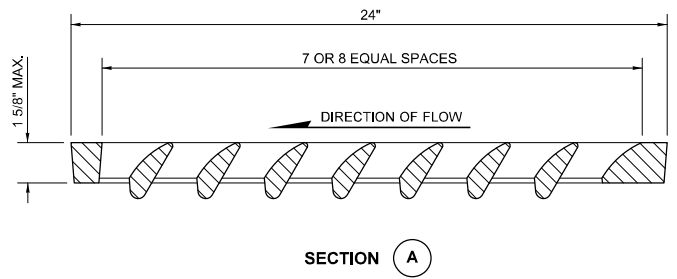
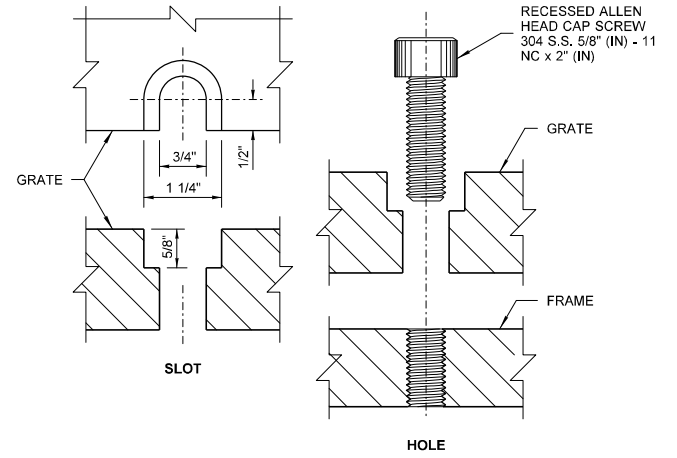


DRAWN BY: FERN LIDDELL



NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



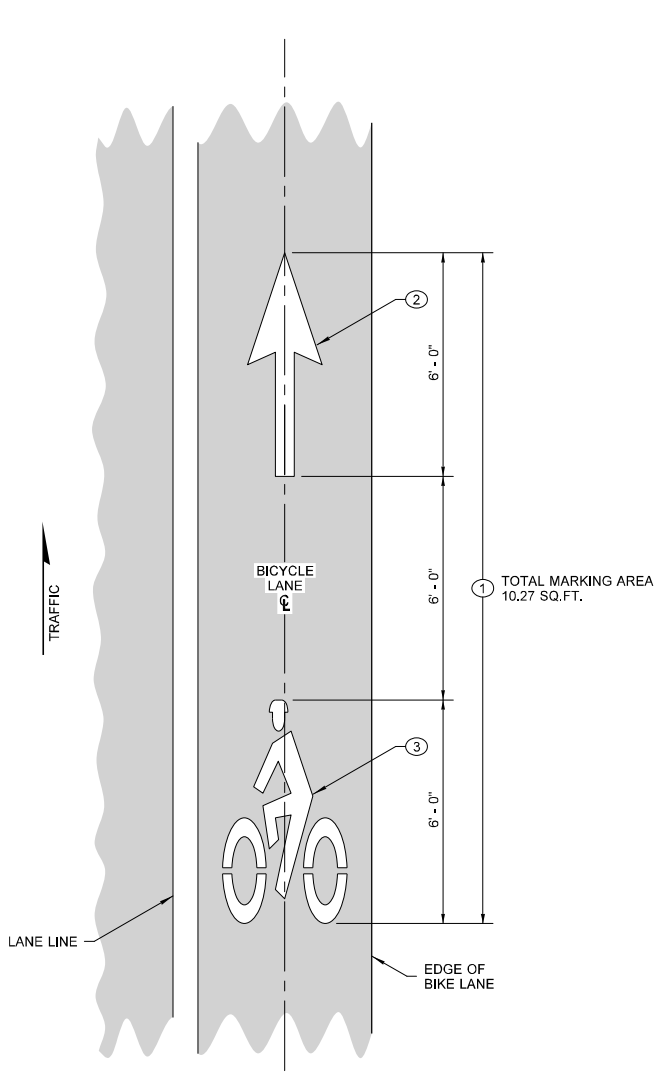
Julie Heilman
Heilman, Julie
Feb 20 2018 12:54 PM
esign

RECTANGULAR VANED GRATE
STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Carpenter, JcT
Feb 27 2018 7:58 AM
esign

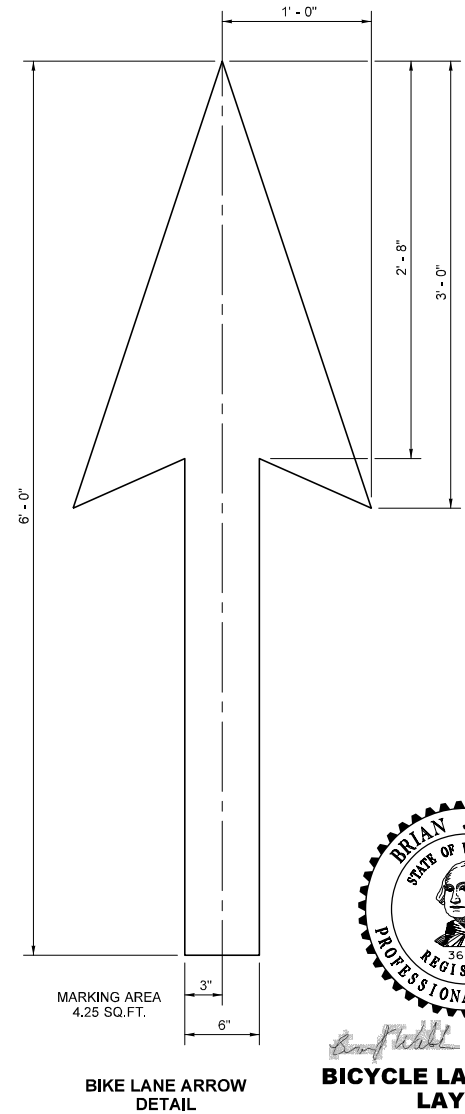
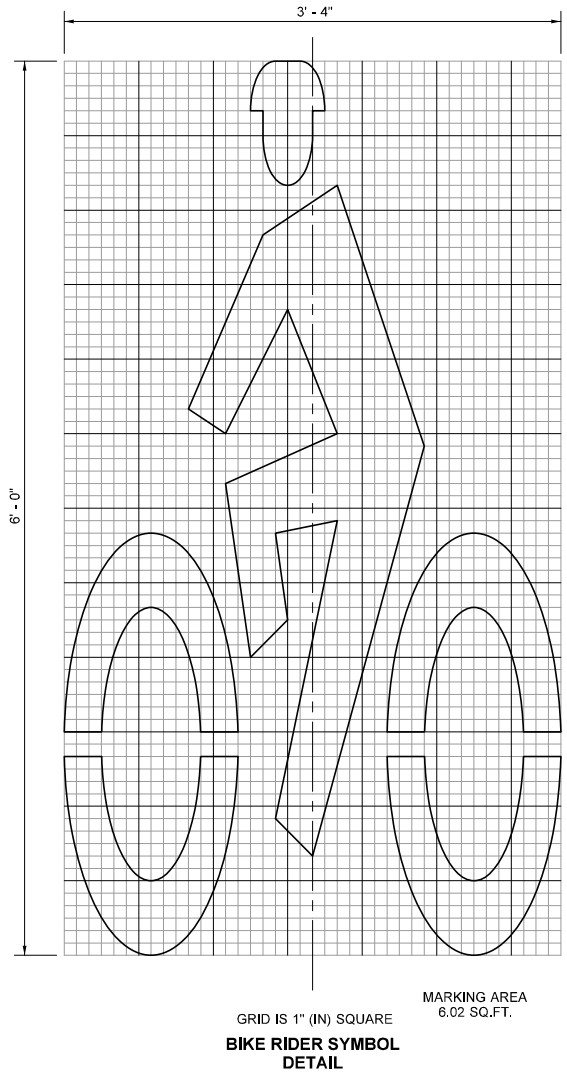
STATE DESIGN ENGINEER
Washington State Department of Transportation



BICYCLE LANE SYMBOL LAYOUT

KEY NOTES

- ① Bid Item "Bicycle Lane Symbol" includes Bike Lane Arrow and Bike Rider Symbol.
- ② 2' (ft) x 6' (ft) White Bike Lane Arrow.
- ③ Bike Rider Symbol.



GENERAL NOTE

See Contract for location and material requirements.



Walsh, Brian
Jun 24 2014 1:53 PM

BICYCLE LANE SYMBOL LAYOUT

STANDARD PLAN M-9.50-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

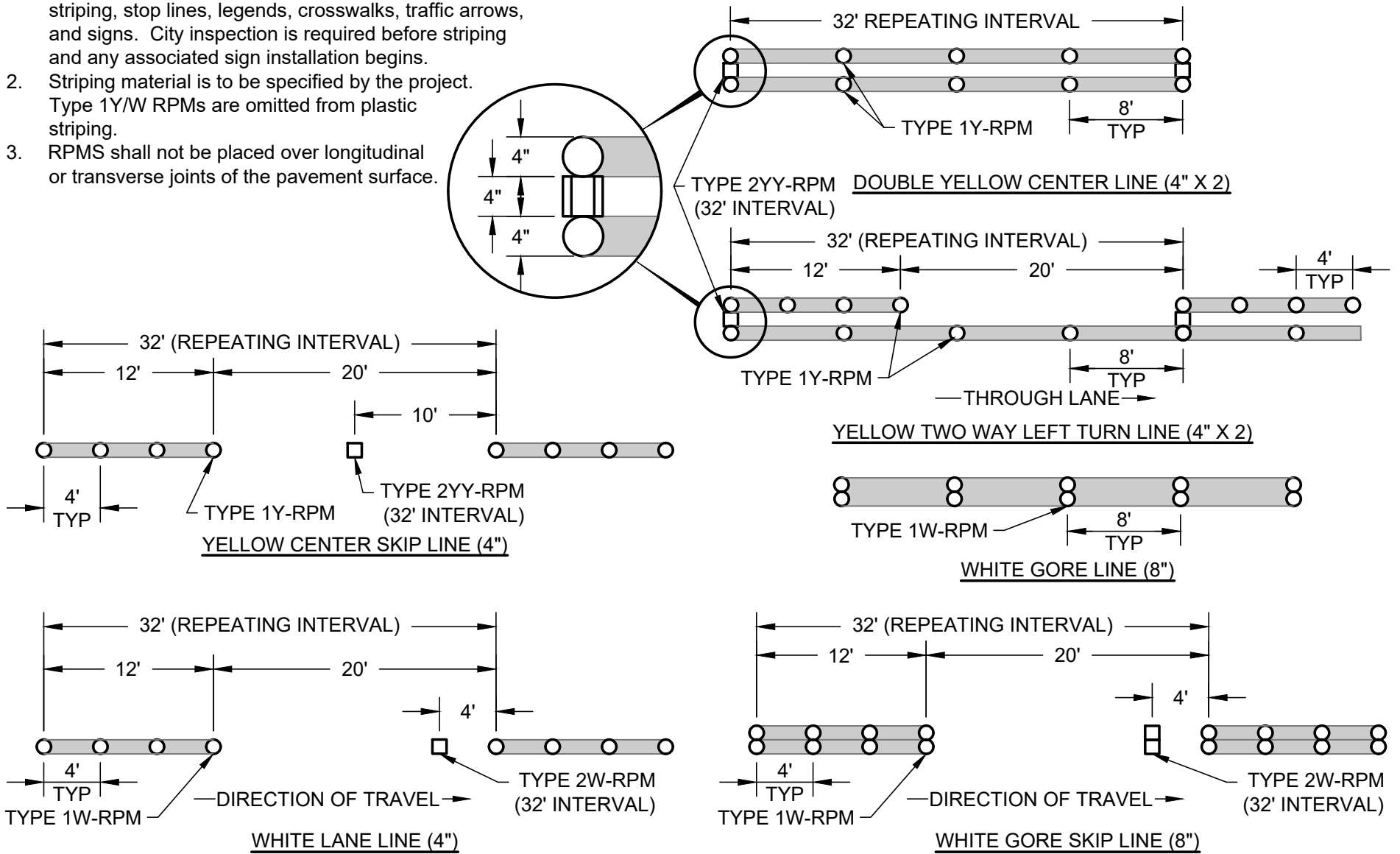
Russ B. Bell
Bakotic, Pasco
Jun 24 2014 4:42 PM

STATE DESIGN ENGINEER

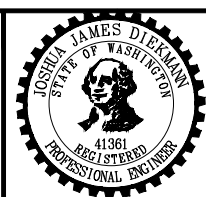


NOTES:

1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project. Type 1Y/W RPMs are omitted from plastic striping.
3. RPMS shall not be placed over longitudinal or transverse joints of the pavement surface.



DS RVDR	REVIEWED BY <i>EW</i>
PUBLIC WORKS	ENVIRONMENTAL SERVICES
N/A	N/A
TACOMA POWER	TACOMA WATER

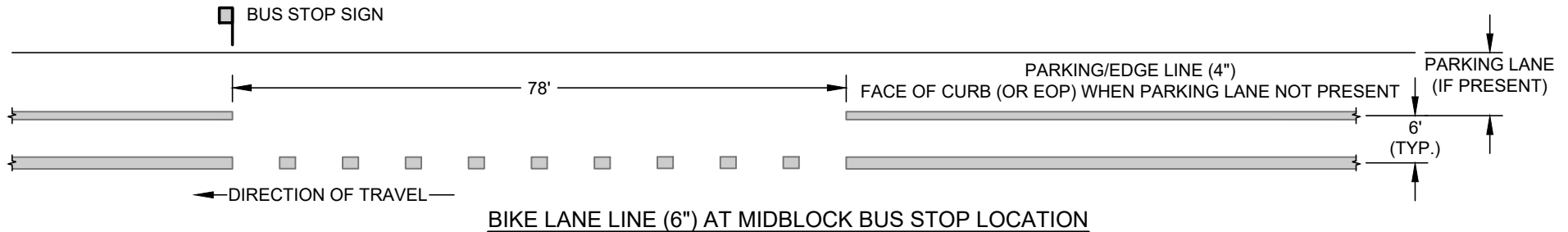
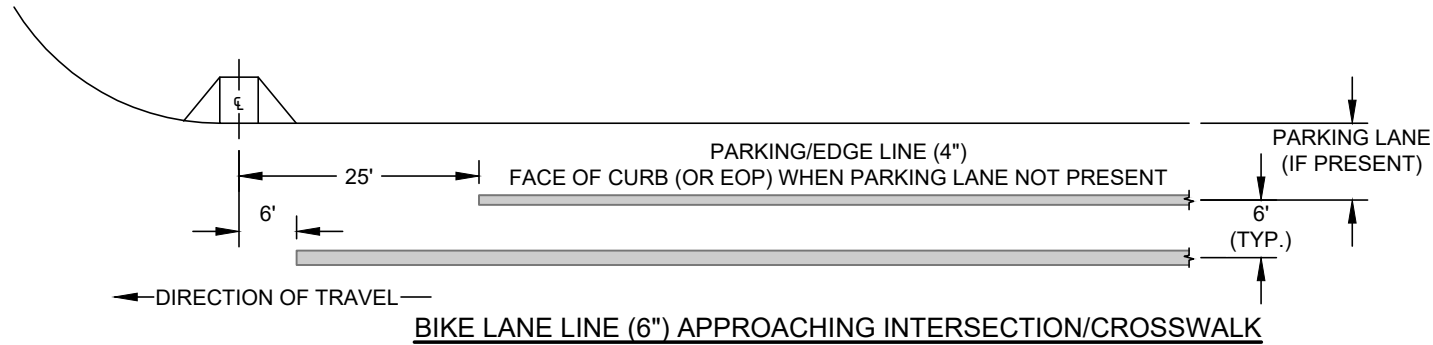
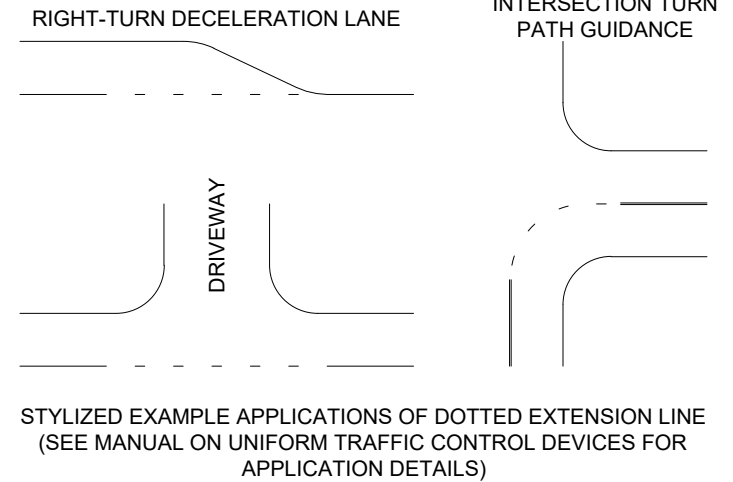
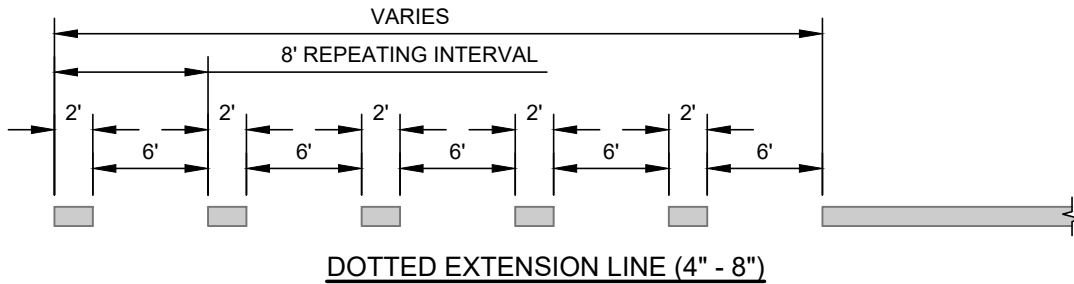


APPROVED FOR PUBLICATION	
DocuSigned by: <i>[Signature]</i>	12/19/2022
CITY ENGINEER	DATE

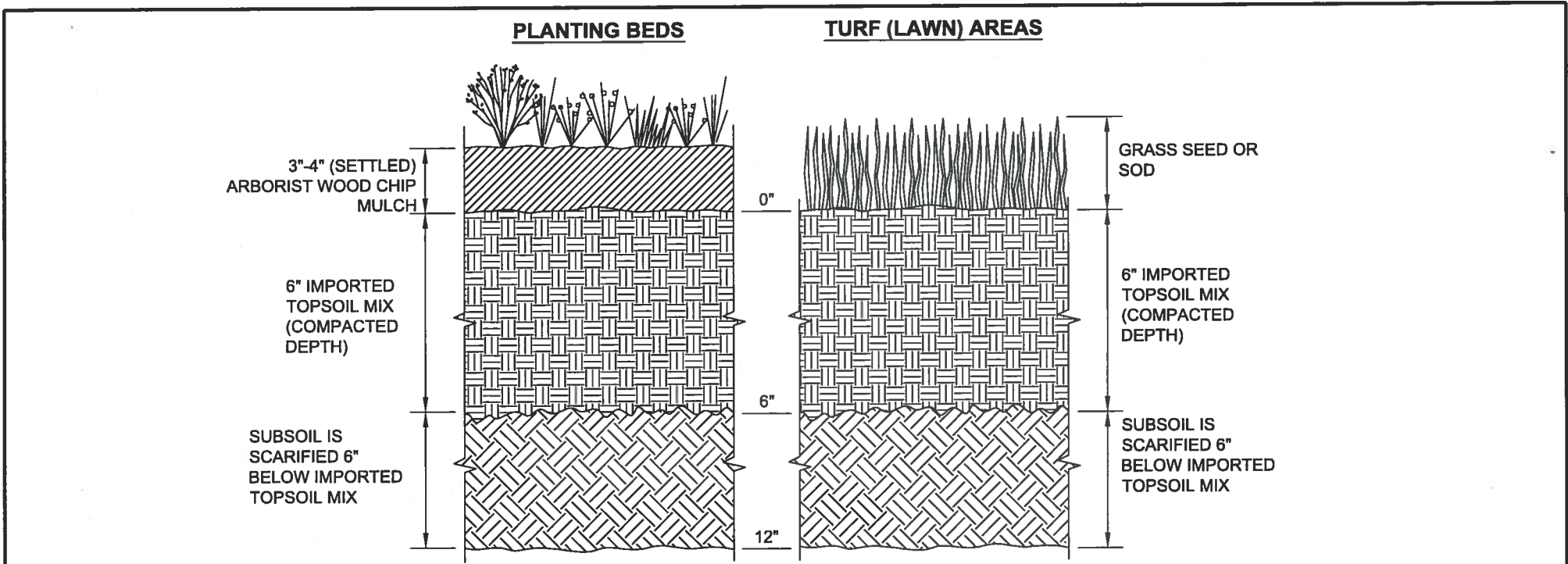
CITY OF TACOMA	
LONGITUDINAL PAVEMENT MARKINGS	
STANDARD PLAN NO.	CH-03A

NOTE:

1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. The City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project.



<p>DS <u>RVDR</u> PUBLIC WORKS TACOMA POWER</p>	<p>REVIEWED BY <u>EW</u> ENVIRONMENTAL SERVICES TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p>DocuSigned by: <u>[Signature]</u> CITY ENGINEER</p> <p>12/19/2022 DATE</p>	<p>CITY OF TACOMA</p> <p>LONGITUDINAL PAVEMENT MARKINGS</p> <p>STANDARD PLAN NO. CH-03B</p>
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OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds	B. Turf (Lawn) Areas
Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.	Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.
Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

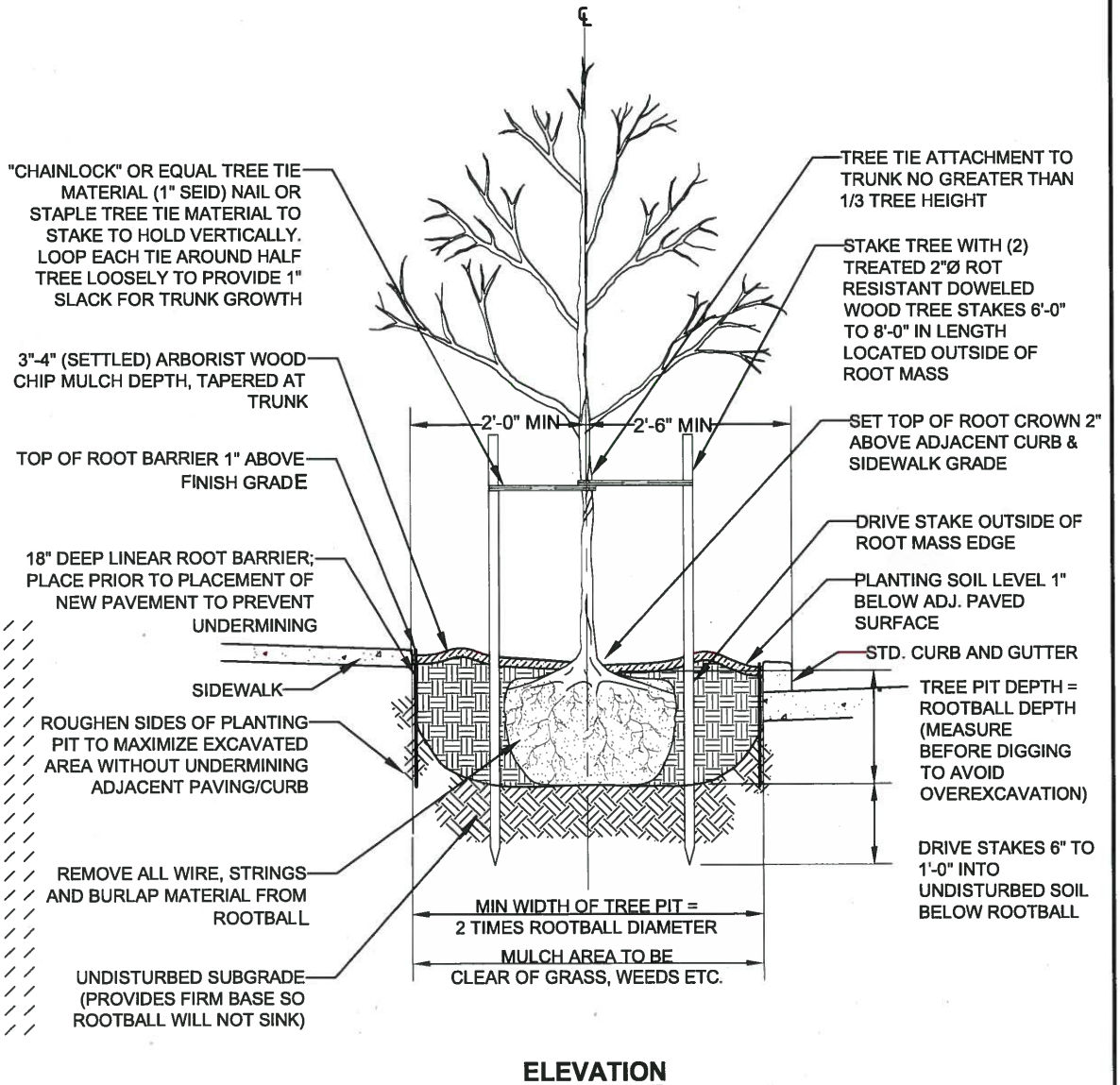
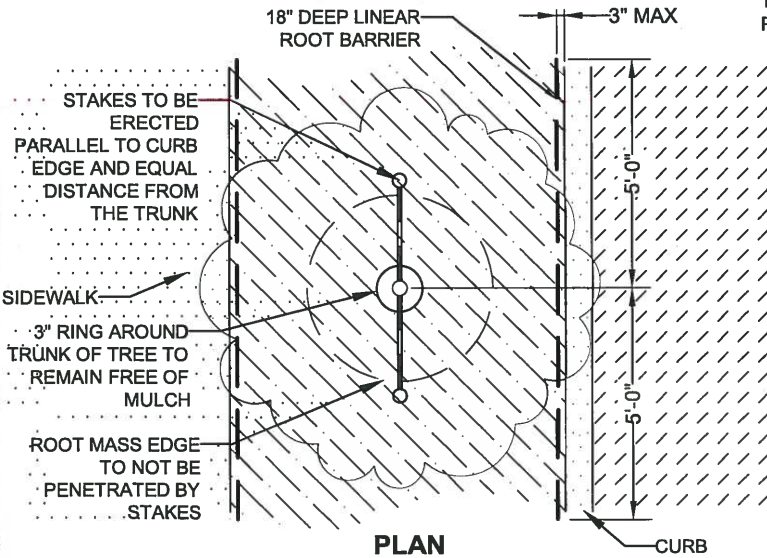
See SWMM BMP L613 for additional information.

<p><i>DCS</i> PUBLIC WORKS</p> <p><i>NA</i> TACOMA POWER</p>	<p>REVIEWED BY <i>GMS</i></p> <p>ENVIRONMENTAL SERVICES</p> <p><i>NA</i></p> <p>TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i></p> <p>CITY ENGINEER</p> <p><i>4/21/16</i></p> <p>DATE</p>	<p>CITY OF TACOMA</p> <p>BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH</p> <p>OPTION 4 - IMPORTED TOPSOIL</p> <p>STANDARD PLAN NO. GSI-01d</p>
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NOTES:

1. Planting includes removal of stakes one year after installation.
2. Shape soil surface to provide 4' dia watering ring.
3. Tree clearance shall be per STD PLAN LS-02.
4. See STD PLAN LS-03 for tree well dimension detail.
5. Root barriers shall be an injection molded or extruded modular component made of high density polypropylene or polyethylene plastic. 18" depth x 10' length root barrier is required along edge of roadways, curbs, driveways, trails, sidewalks, or other structures where root ball is within 4 feet. install root barrier for newly planted trees only.

MULCH TREE PIT MIN 5'-0" LENGTH AND FULL PLANTING STRIP WIDTH BETWEEN CURB AND SIDEWALK, FOR PLANTING STRIPS LESS THAN 6'-0" WIDE; OR PROVIDE 5'-0" DIA MULCH RING, FOR PLANTING STRIPS WIDER THAN 6'-0".



<p>CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> CITY ENGINEER</p> <p><i>2/2/15</i> DATE</p>	<p>STREET TREE PLANTING</p> <p>STANDARD PLAN NO. LS-01</p>
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NOTES:

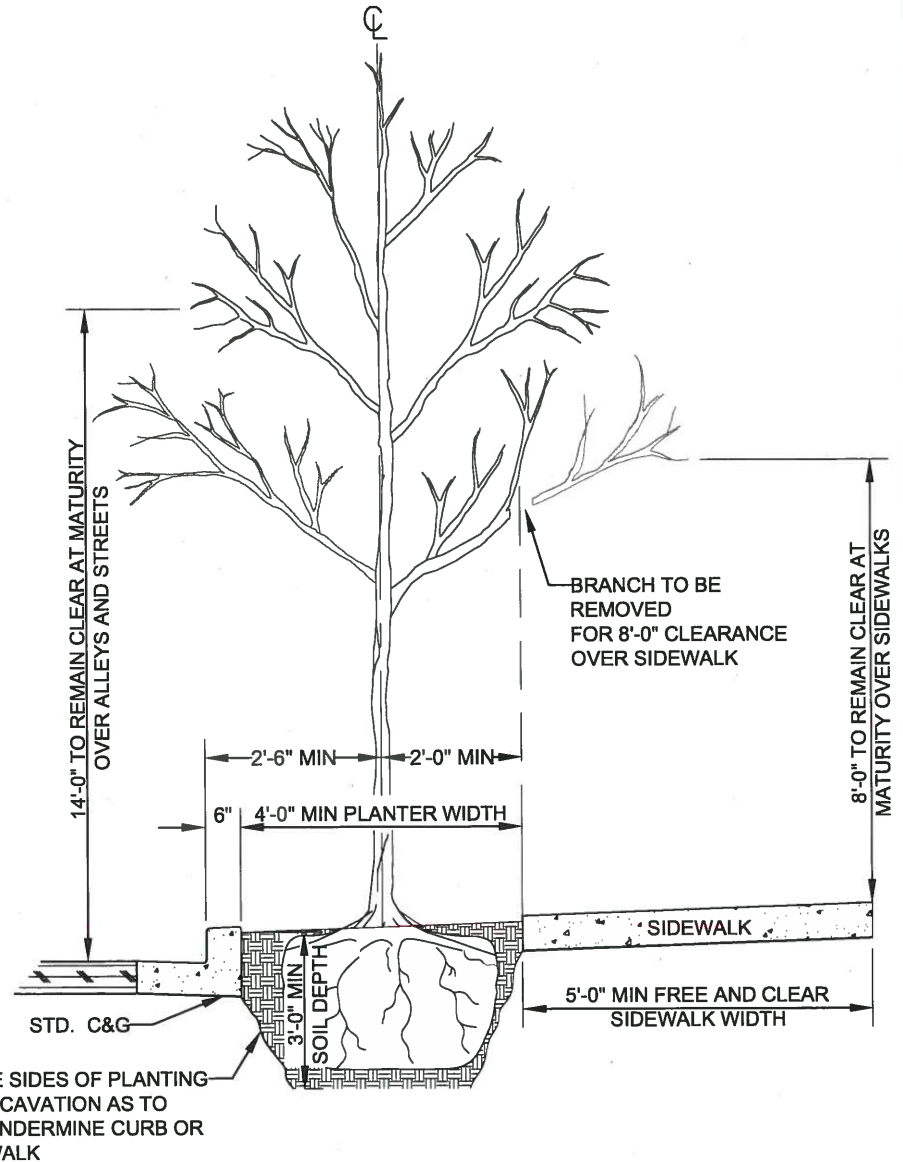
1. Street trees shall have a trunk free of branches up to the height listed below when planted:
 - A. Small trees, whose mature height is 15 to 25 feet, shall have a trunk free of branches up to a minimum of 4 feet.
 - B. Conifer/evergreen trees shall have a trunk free of branches up to a minimum of 2 feet.
 - C. Trees with ascending branches (examples - Ulmus Americana and Zelkova Serrata) may be branched 1 foot or More below the standard height and still provide proper clearance when planted.
 - D. All other trees shall have a trunk free of branches up to a minimum of 6 feet.
2. Street trees shall not be less than 1.5 inches in caliper for broadleaf trees or 6 feet in height for evergreen/conifers.
3. For minimum unpaved planting area dimensions refer to tree well dimension detail, STANDARD PLAN NO. LS-03.
4. The accessible portion of the sidewalk must be a minimum of 5 feet and be free of obstructions.

MINIMUM TREE SETBACKS (AT PLANTING):

Centerline of tree to centerline of:	
Street corner (extension of outside face of curb)	25'-0"
Stop or yield sign	25'-0"
Utility pole	15'-0"
Other traffic control sign	5'-0"
Centerline of tree to edge of:	
Driveway	5'-0"
Face of curb	2'-6"
Pavement	2'-0"
Edge of tree to edge of:	
Utility worker access lids	5'-0"
Gas shutoff valves	5'-0"
Fire hydrant & hydrant branch	10'-0"
Water meter, water service & water mains	5'-0"
Storm inlet, cb, & manhole	5'-0"
Storm/sanitary service connections & mains	5'-0"

MINIMUM TREE CLEARANCES (AT MATURITY):

Lowest branch to surface of:	
Streets	14'-0"
Sidewalks	8'-0"



APPROVED FOR PUBLICATION

STREET TREE CLEARANCE

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

7/2/15
DATE

STANDARD PLAN NO. LS-02

TREE PROTECTION ZONE (TPZ)

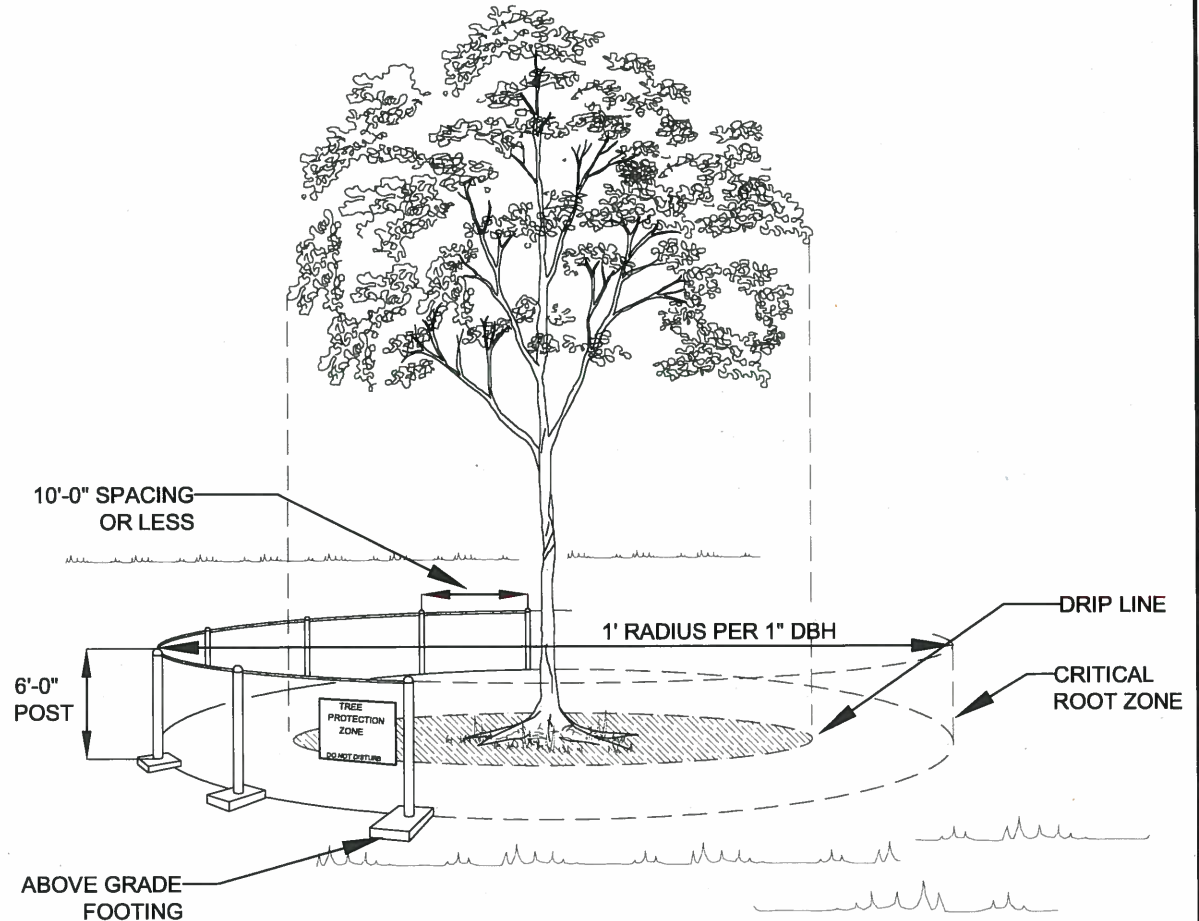
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

The location of the Tree Protection Zone is at the edge of the Critical Root Zone OR Drip Line, whichever is greater, or area as defined by the projects arborist.

For Critical Root Zone and Drip Line measurements see TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-08.

TREE PROTECTION FENCING

1. Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's arborist.
2. Fencing shall be secured 6 foot metal posts with movable footings located above ground. metal posts shall not be more than 10 feet apart.
3. Fencing shall be flush with the initial undisturbed grade.
4. Signs shall be attached to the fencing stating that the tree is designated for protection and the area inside the fencing is a TPZ, which is not to be disturbed unless prior approval has been obtained from the city and/or the project's arborist.
5. Maintain the fencing in place until the city authorizes removal or a final certificate of occupancy is issued, whichever occurs first.
6. Ensure that any landscaping done in the TPZ, subsequent to the removal of the fencing, shall be accomplished with light machinery or hand labor.
7. No construction activity shall occur within the TPZ, including but not limited to:
 - Dumping or storage of materials such as building supplies, soil, waste items, and
 - storage of vehicles or equipment



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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

CITY ENGINEER

DATE

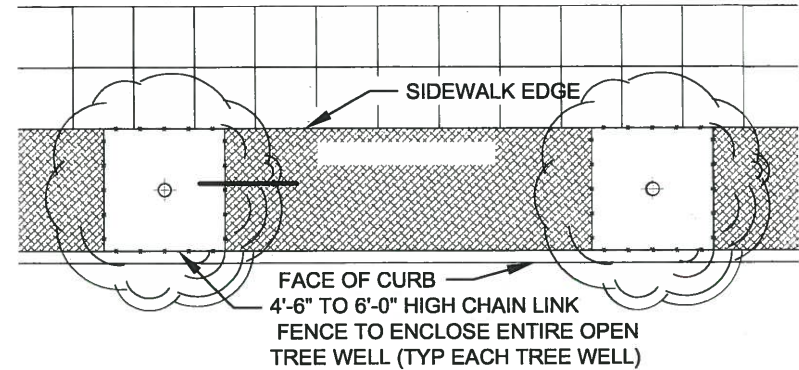
TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO.

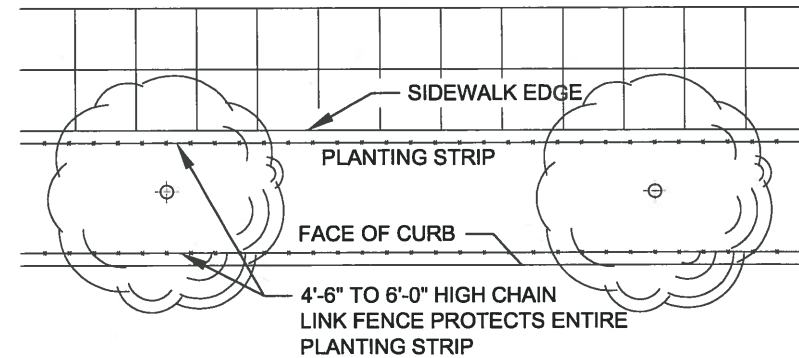
LS-09

NOTES:

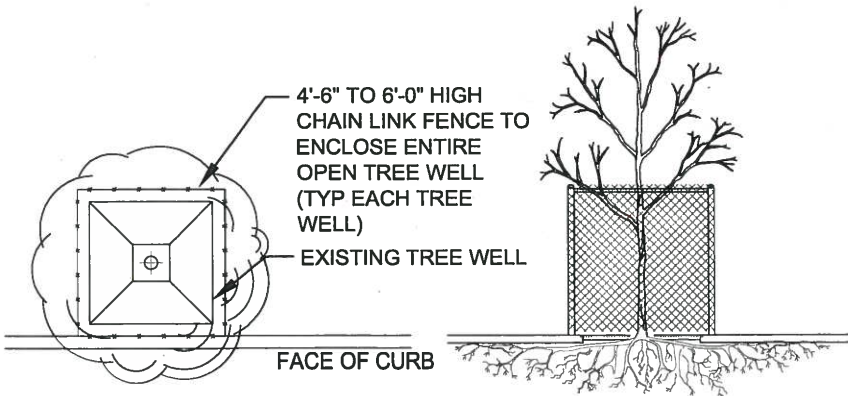
1. Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
2. Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION FENCING STANDARD PLAN NO. LS-09.
3. Reusable temporary tree and landscape protection fencing can be substituted for chain link fencing in tree wells and planting strips (SEE REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS STANDARD PLAN NO. LS-11).
4. Consider traffic turning visibility and pedestrian visibility when selecting fence height; typically shorter fencing around tree pits between sidewalk and roadway is desired.



TREE IN PLANTING STRIP-OPTION 1



TREE IN PLANTING STRIP-OPTION 2



TREE IN TREE WELL

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

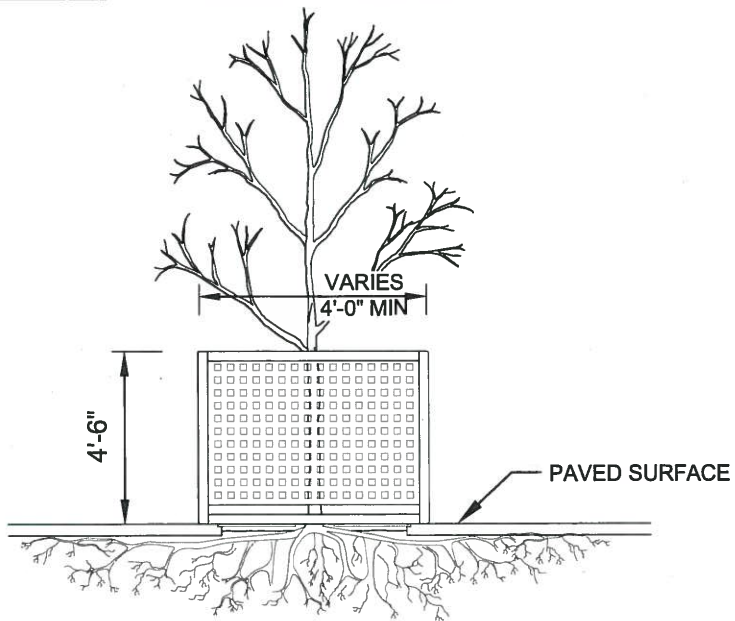
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CITY ENGINEER

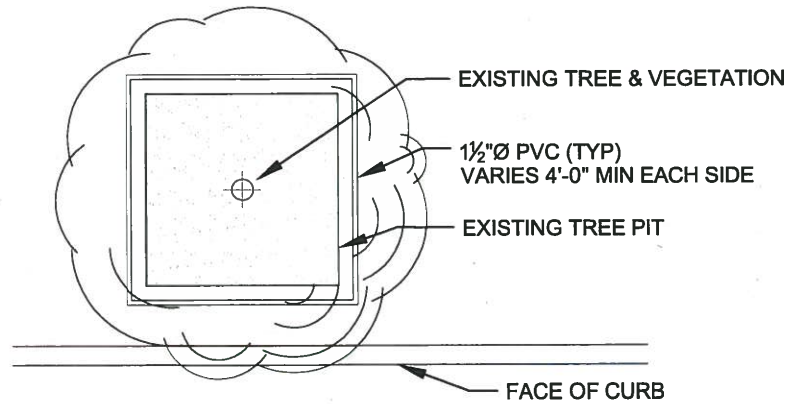
[Date]
DATE

TREE PROTECTION FENCING
FOR TREES IN PAVED AREAS

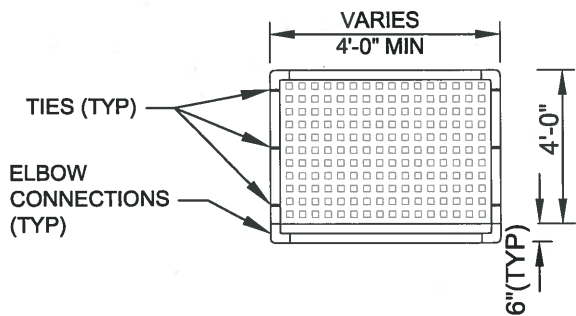
STANDARD PLAN NO. LS-10



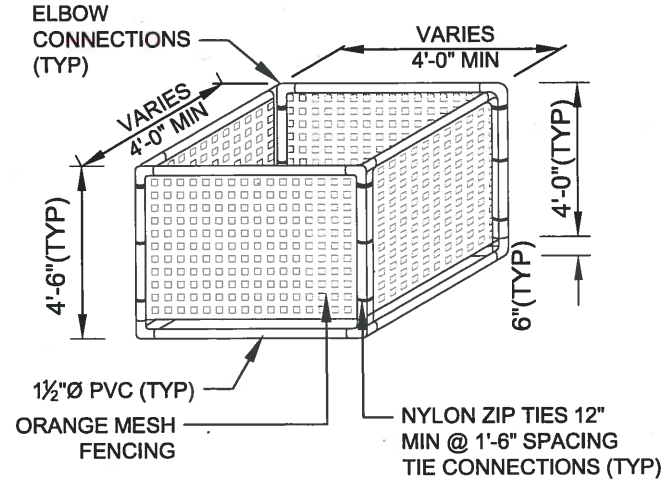
TYPICAL TREE GUARD RAIL



PLAN VIEW



TYPICAL PANEL



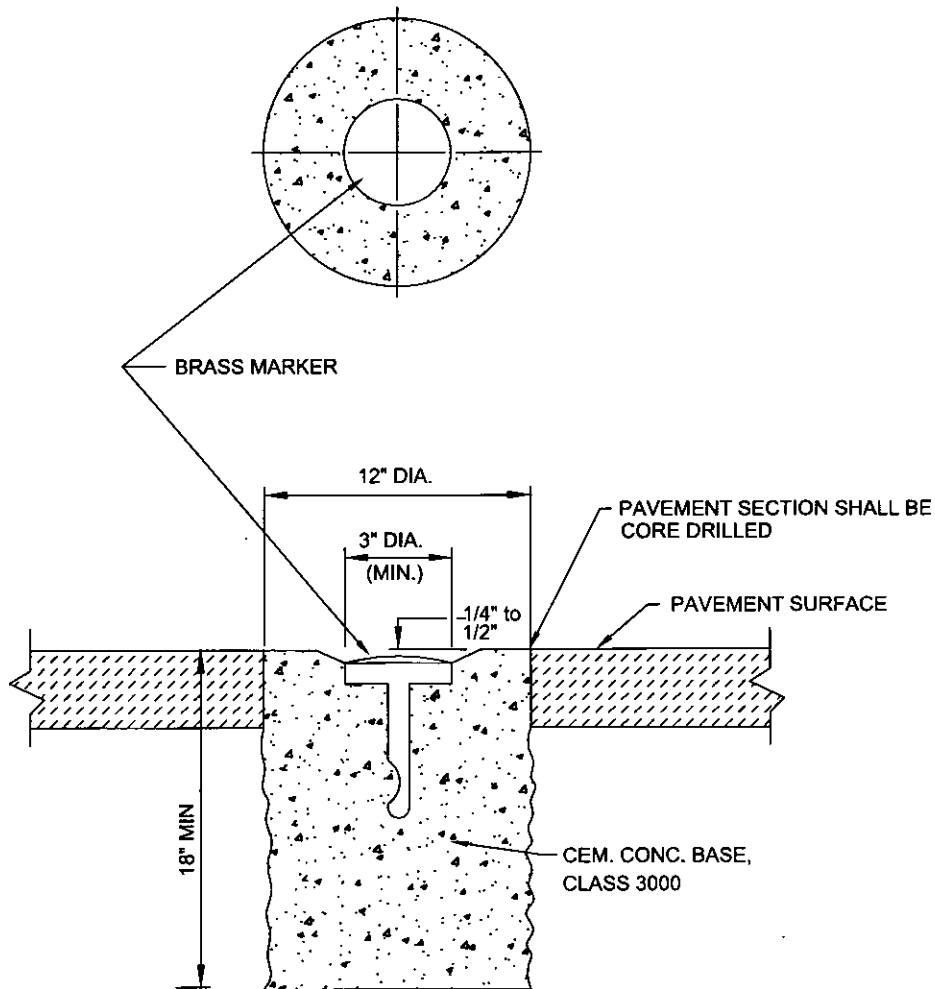
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION
[Signature]
CITY ENGINEER

7/6/15
DATE

REUSABLE TREE PROTECTION
FENCING FOR PAVED AREAS

STANDARD PLAN NO. LS-11



NOTES:

1. Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
2. Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
3. The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
4. Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be supplied by the contractor.
5. Monument must be magnetically locatable.
6. Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

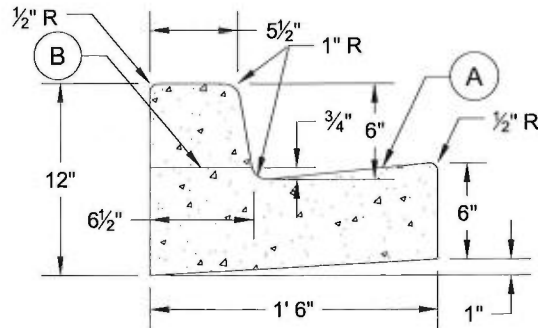
James Parney 09 JUN 2009
CITY ENGINEER DATE

POURED MONUMENT

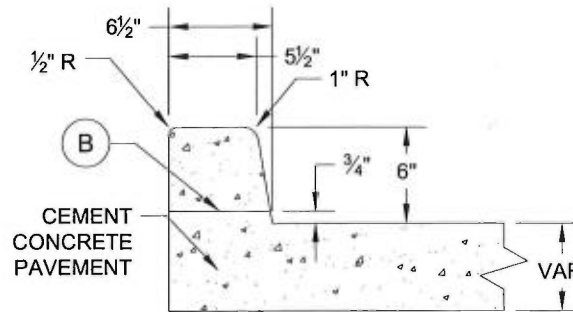
STANDARD PLAN NO. SU-01

NOTES:

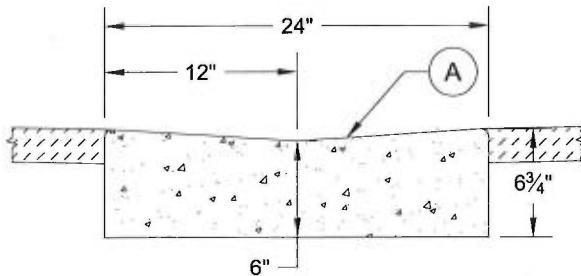
- (A) When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- (B) Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.



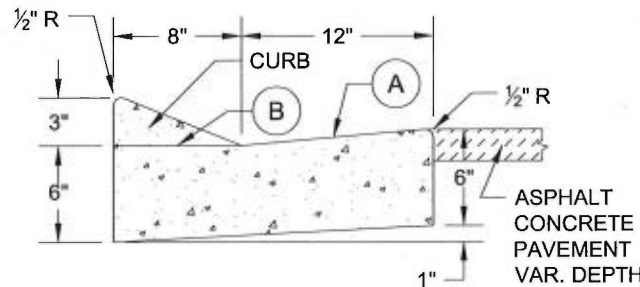
CEMENT CONCRETE TRAFFIC CURB & GUTTER



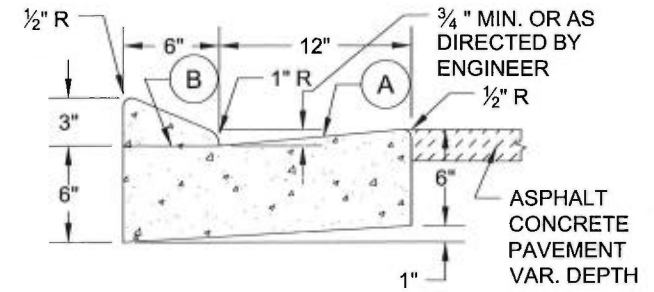
INTEGRAL CEMENT CONCRETE TRAFFIC CURB



CEMENT CONCRETE VALLEY GUTTER



TYPE "C" MOUNTABLE CEMENT CONCRETE CURB & GUTTER



TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

NOTES:

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with 5/8" crushed surfacing top course.

DCS
PUBLIC WORKS
NA
TACOMA POWER

REVIEWED BY
GMS
ENVIRONMENTAL SERVICES
NA
TACOMA WATER

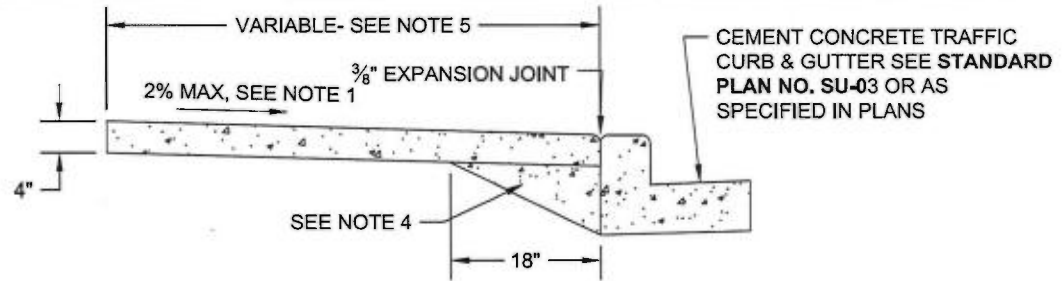


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CITY ENGINEER
8/16/16
DATE

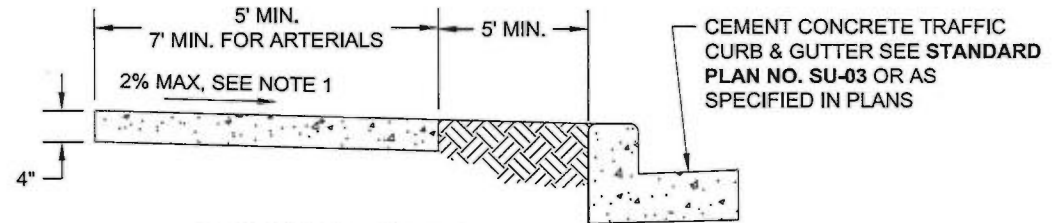
CITY OF TACOMA
CEMENT CONCRETE CURB AND GUTTER
STANDARD PLAN NO. SU-03

NOTES:

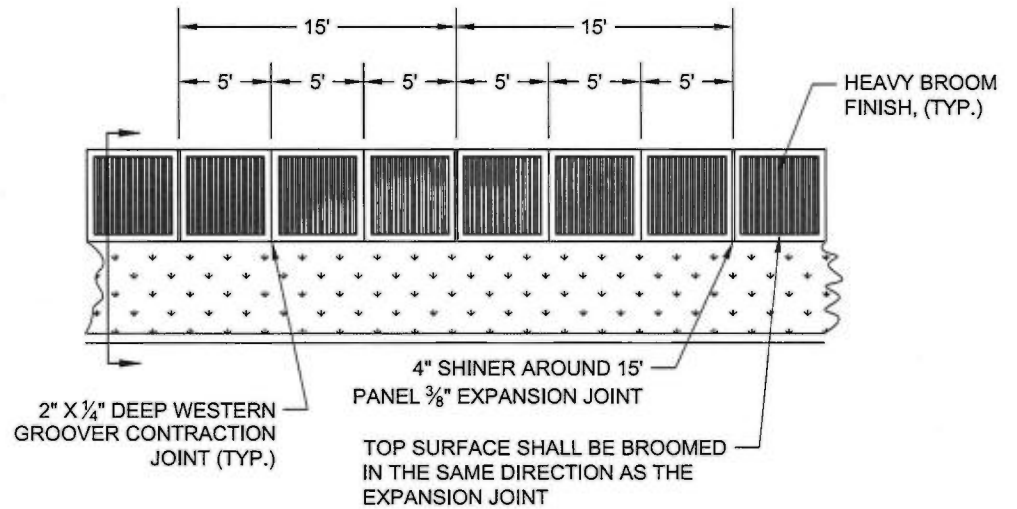
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be $\frac{1}{2}$ " radius. Internal joints shall be $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.



SECTION DETAIL A-A

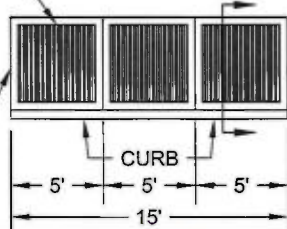


SECTION DETAIL B-B



TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT



$\frac{3}{8}$ " EXPANSION JOINT TO MATCH CURB JOINTS NOT TO EXCEED 15'

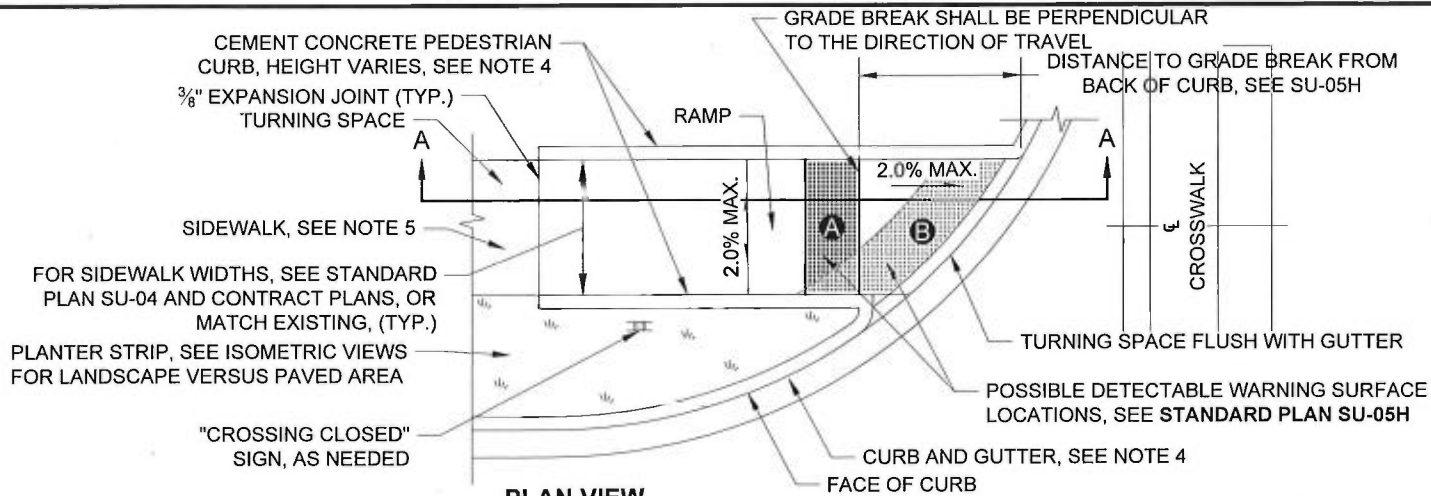
2" X $\frac{1}{4}$ " DEEP WESTERN GROOVER CONTRACTION JOINT (TYP.)

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT

TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

<p>REVIEWED BY</p> <p>DCS PUBLIC WORKS N/A TACOMA POWER</p> <p>ENVIRONMENTAL SERVICES N/A TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p>[Signature] CITY ENGINEER</p> <p>4/25/19 DATE</p>	<p>CITY OF TACOMA</p> <p>CEMENT CONCRETE SIDEWALK</p> <p>STANDARD PLAN NO. SU-04</p>
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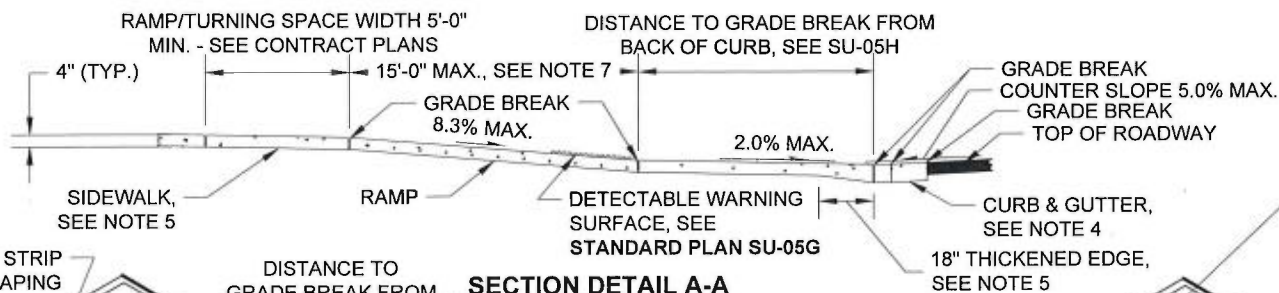




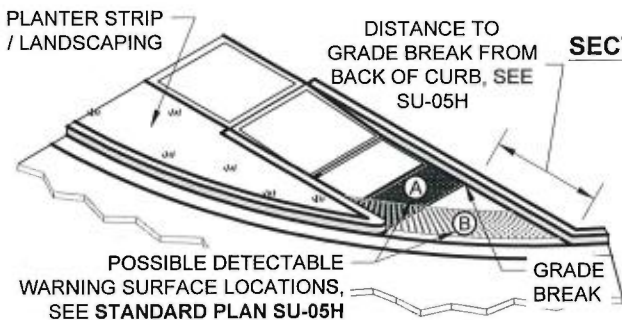
PLAN VIEW

NOTES:
See Standard Plan SU-05 for referenced notes

LEGEND
— SLOPE IN EITHER DIRECTION



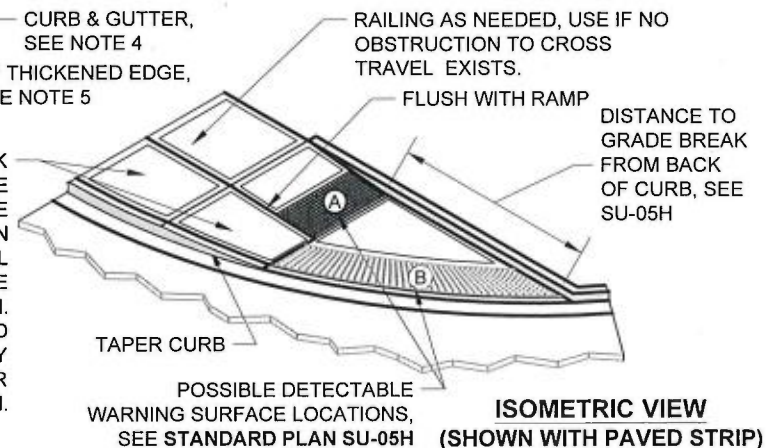
SECTION DETAIL A-A



ISOMETRIC VIEW

(SHOWN WITH PLANTER STRIP/LANDSCAPING)

HARDESCAPED BUFFER SHALL BE DARK GRAY COLORED CEMENT CONCRETE OR HAVE A PATTERN TO INDICATE THE AREA IS OUTSIDE THE PEDESTRIAN ACCESS ROUTE. THE PATTERN SHALL BE SUBMITTED AND APPROVED BY THE CITY, PRIOR TO CONSTRUCTION. ALTERNATE COLORS MAY BE USED WITH PRIOR WRITTEN APPROVAL BY THE CITY'S ADA COORDINATOR PRIOR TO CONSTRUCTION.



ISOMETRIC VIEW

(SHOWN WITH PAVED STRIP)

DCS

REVIEWED BY

GMS

PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

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TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature] 8/16/16

CITY ENGINEER

DATE

CITY OF TACOMA

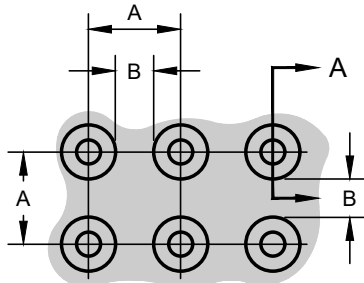
SINGLE DIRECTION CURB RAMP

STANDARD PLAN NO.

SU-05F

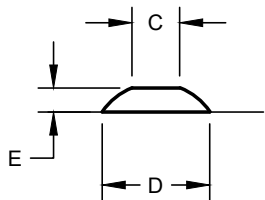
NOTES

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares).
2. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
3. See **Standard Plans SU-04** through **SU-05F** for sidewalk and curb ramp details.
4. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
5. Detectable Warning Surfaces shall be either cast-in-place from Armor Tile, ADA Solutions, or an approved equal or surface applied from Vanguard or an approved equal. No detectable warning fasteners such as glue, bolts, or screws are allowed. Surface applied detectable warning surfaces may be used only when the curb ramp has associated features to deter vehicles from driving over the ramp area. Examples of such features include pedestrian curbing, utility/signal/streetlight poles, and fire hydrants.
6. Detectable warning surface shall be yellow and shall match SAE AMS Standard 595, Color 33538.
7. See **Standard Plan SU-05H** for Detectable Warning Surface placement guidelines.



TRUNCATED DOME DETAILS

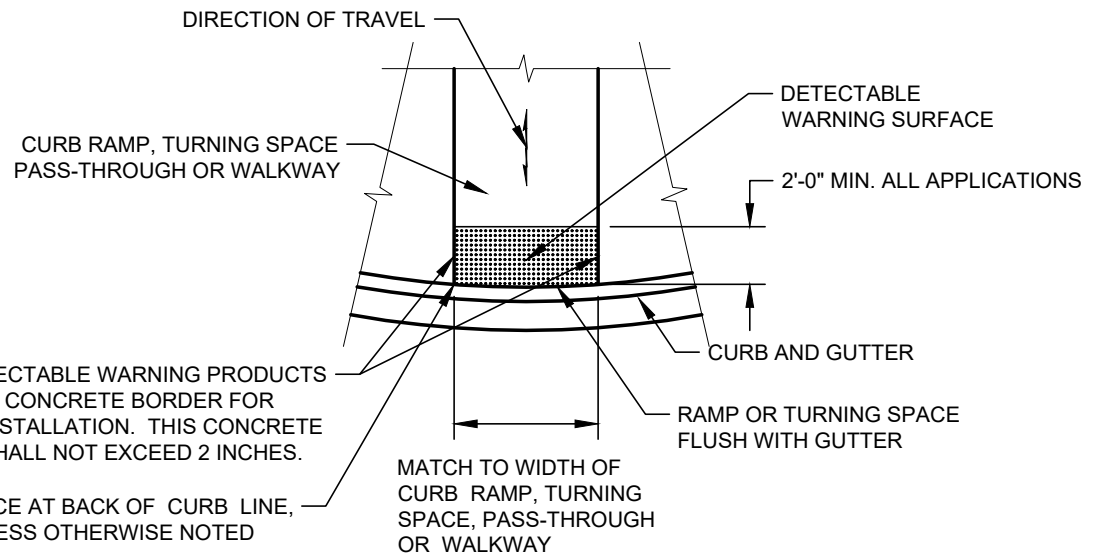
TRUNCATED DOME SPACING



	MIN.	MAX.
A	1.60"	2.40"
B	0.65"	-
C	0.45"	0.90"
D	0.90"	1.40"
E	0.20"	0.20"

SECTION DETAIL A-A

TRUNCATED DOME



DETECTABLE WARNING SURFACE DETAIL

RVDR

REVIEWED BY

EW

PUBLIC WORKS

[Signature]

TACOMA POWER

ENVIRONMENTAL SERVICES

TS

TACOMA WATER



APPROVED FOR PUBLICATION

Kurtis Deankingsolver

CITY ENGINEER

04/19/2021

DATE

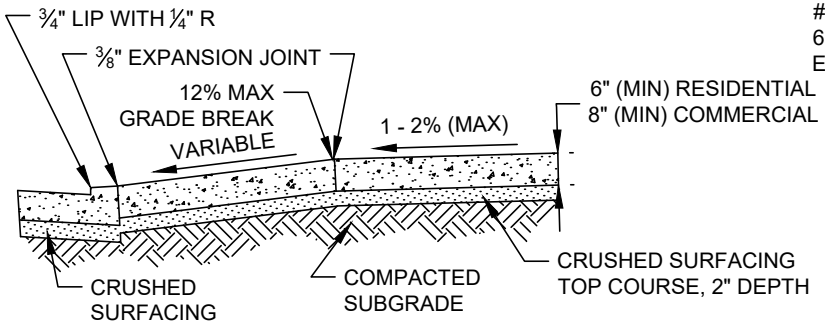
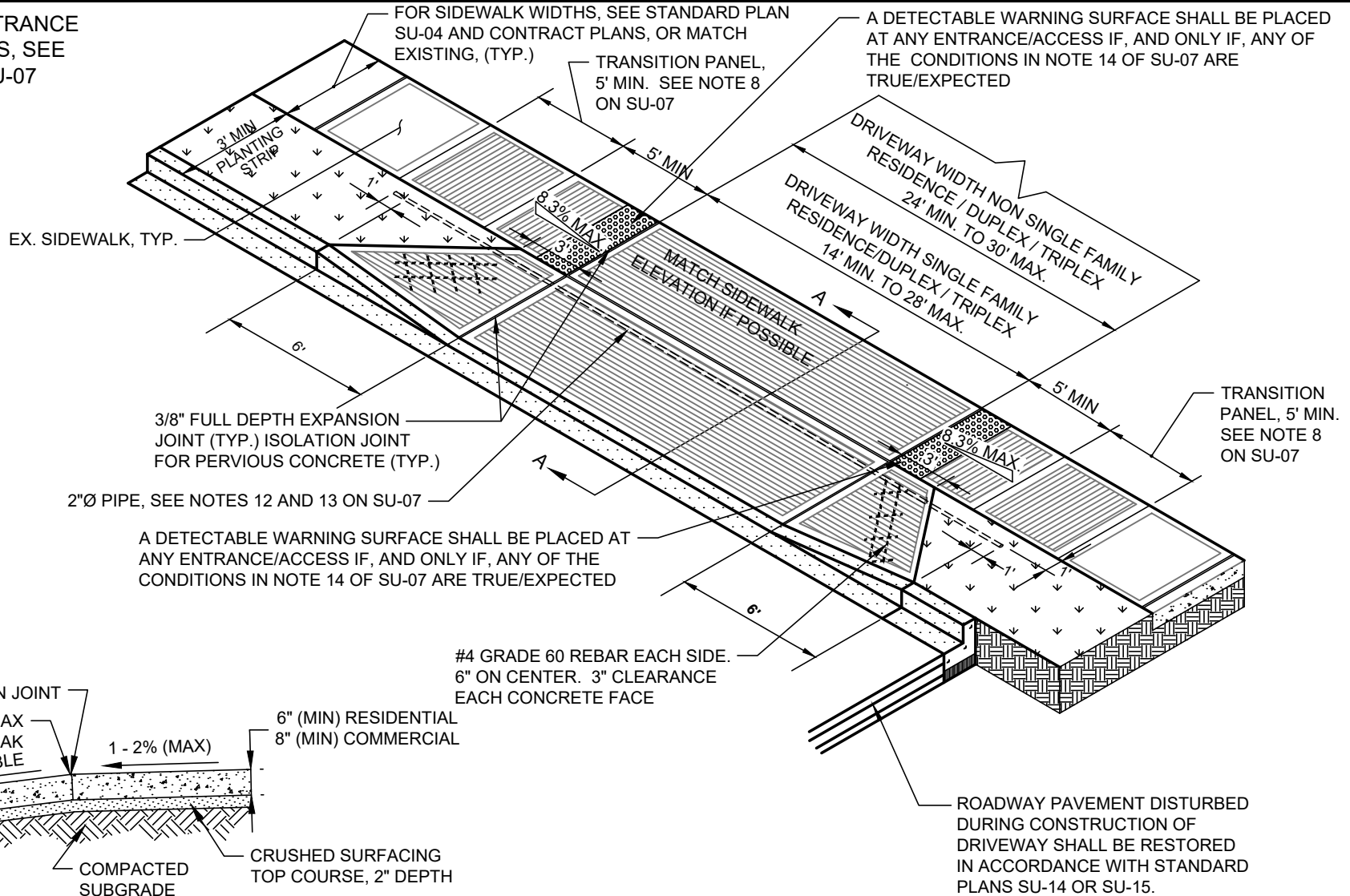
CITY OF TACOMA

DETECTABLE WARNING SURFACE DETAILS

STANDARD PLAN NO.

SU-05G

FOR DRIVEWAY ENTRANCE AND ACCESS NOTES, SEE STANDARD PLAN SU-07



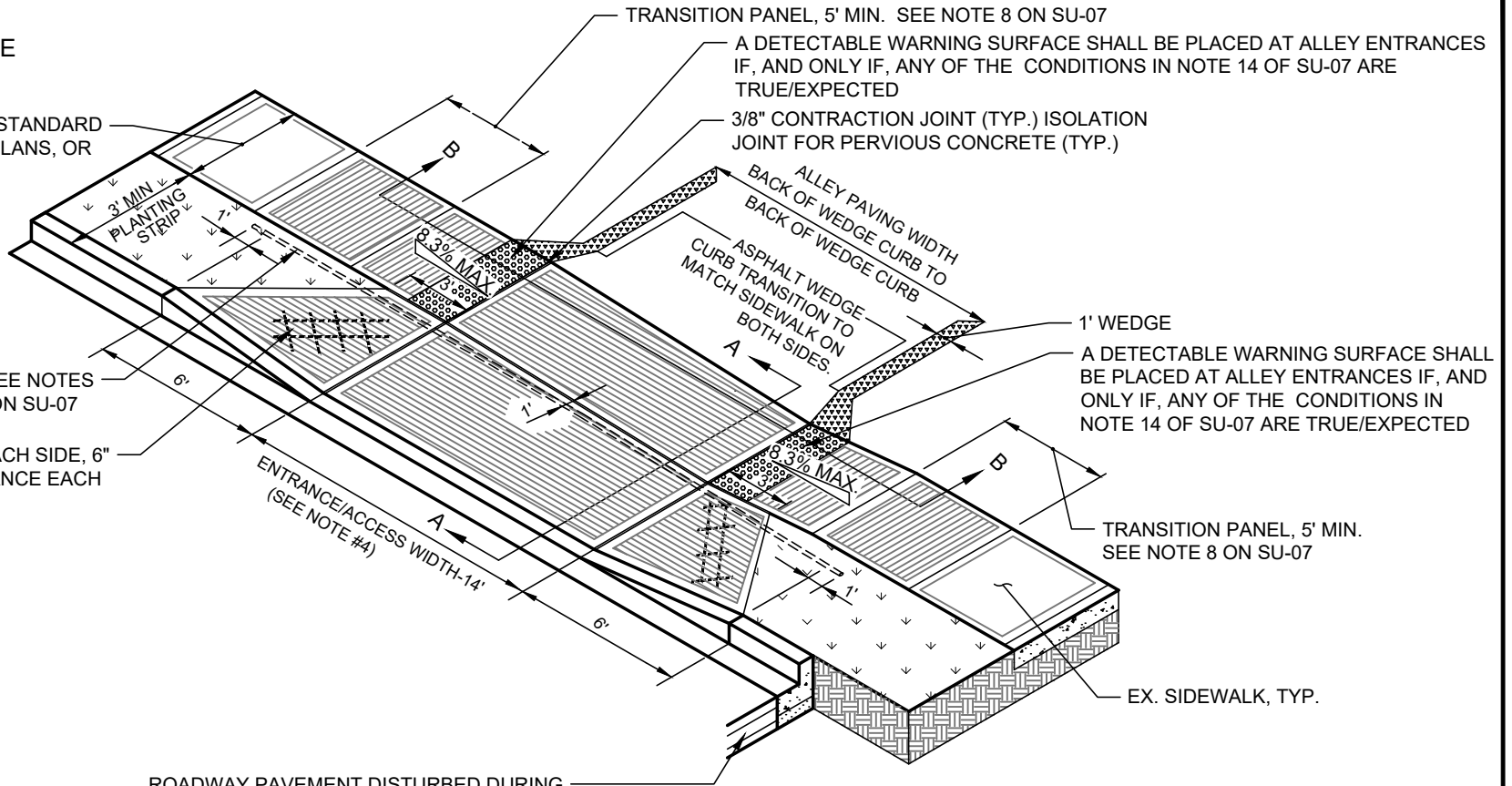
NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE SURFACING. SEE NOTES 10 AND 11 ON SU-07.

STANDARD CONCRETE SECTION DETAIL A-A

<p>DS RVDR PUBLIC WORKS DS <i>[Signature]</i> TACOMA POWER</p>	<p>NTS REVIEWED BY DS <i>[Signature]</i> ENVIRONMENTAL SERVICES DS <i>[Signature]</i> TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p>DocuSigned by: <i>[Signature]</i> DATE 10/02/2022</p>	<p>CITY OF TACOMA CEMENT CONCRETE DRIVEWAY ENTRANCE AND ACCESS TYPE 1</p> <p>STANDARD PLAN NO. SU-07A</p>
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FOR ALLEY ENTRANCE AND ACCESS NOTES, SEE STANDARD PLAN SU-07

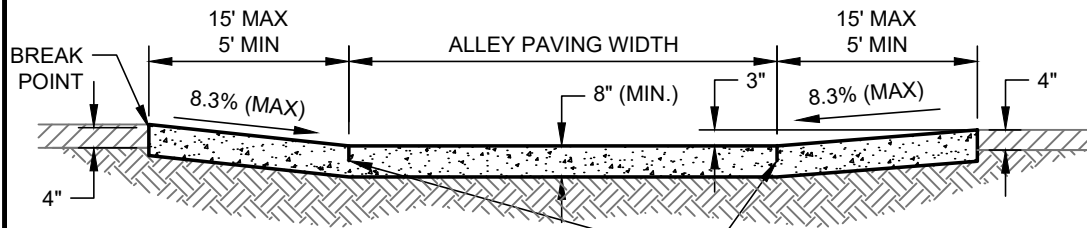
FOR SIDEWALK WIDTHS, SEE STANDARD PLAN SU-04 AND CONTRACT PLANS, OR MATCH EXISTING, (TYP.)



2"Ø PIPE, SEE NOTES 12 AND 13 ON SU-07

#4 GRADE 60 REBAR EACH SIDE, 6" ON CENTER, 3" CLEARANCE EACH CONCRETE FACE

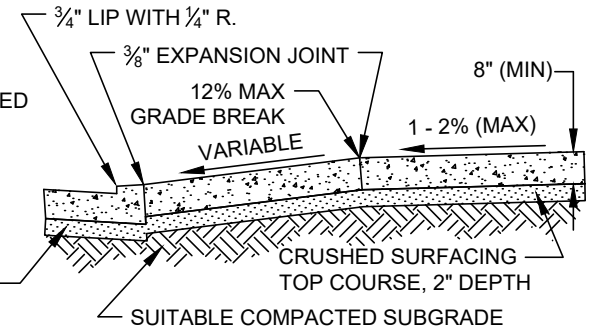
ROADWAY PAVEMENT DISTURBED DURING CONSTRUCTION OF ACCESS SHALL BE RESTORED IN ACCORDANCE WITH STANDARD PLANS SU-14 OR SU-15



STANDARD CONCRETE SECTION DETAIL B-B

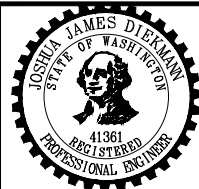
1 1/2" DEEP CONTRACTION JOINT

NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE SURFACING. SEE NOTES 10 AND 11 ON SU-07.



STANDARD CONCRETE SECTION DETAIL A-A

<p>DS <i>DS</i></p> <p>PUBLIC WORKS</p>	<p>REVIEWED BY</p> <p>NTS <i>EW</i></p> <p>ENVIRONMENTAL SERVICES</p>
<p>DS <i>DS</i></p> <p>TACOMA POWER</p>	<p>DS <i>TS</i></p> <p>TACOMA WATER</p>



APPROVED FOR PUBLICATION

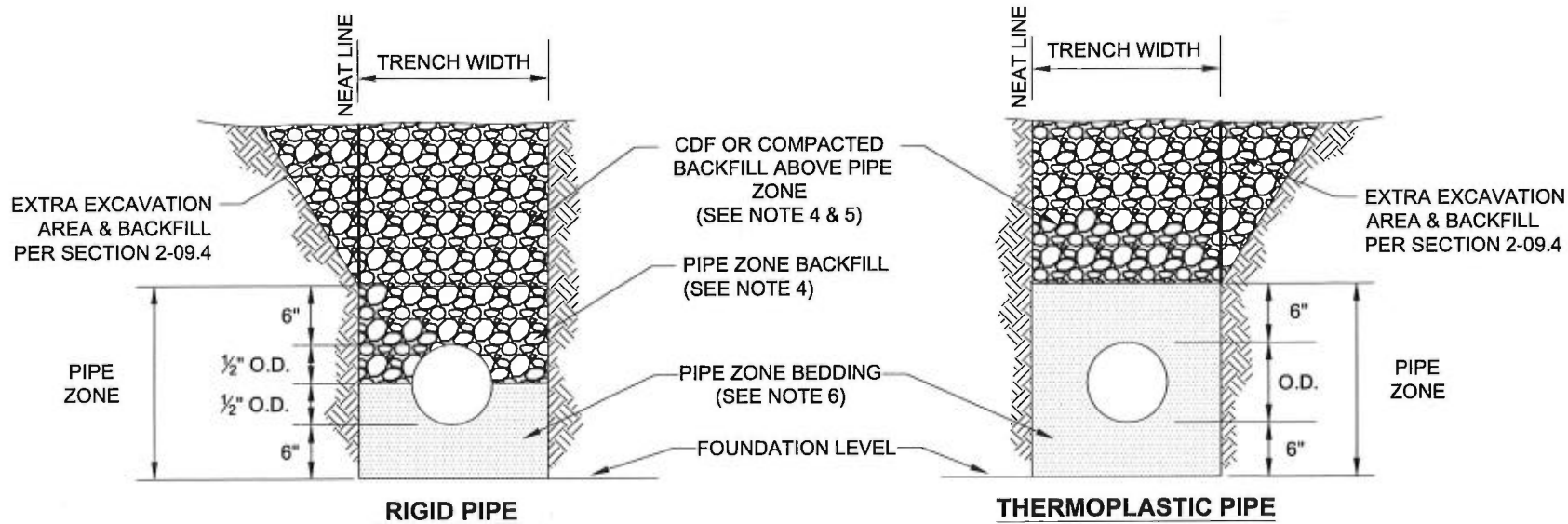
DocuSigned by:
[Signature]

CITY ENGINEER

05/08/2023
DATE

CITY OF TACOMA
CEMENT CONCRETE ALLEY
ENTRANCE AND ACCESS
TYPE 3

STANDARD PLAN NO. SU-07C



NOTES:

1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
2. Hand tamp under haunches.
3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
5. All trenches shall be compacted in accordance with SU-28.
6. Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

DCS

PUBLIC WORKS

NA

TACOMA POWER

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GMS

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



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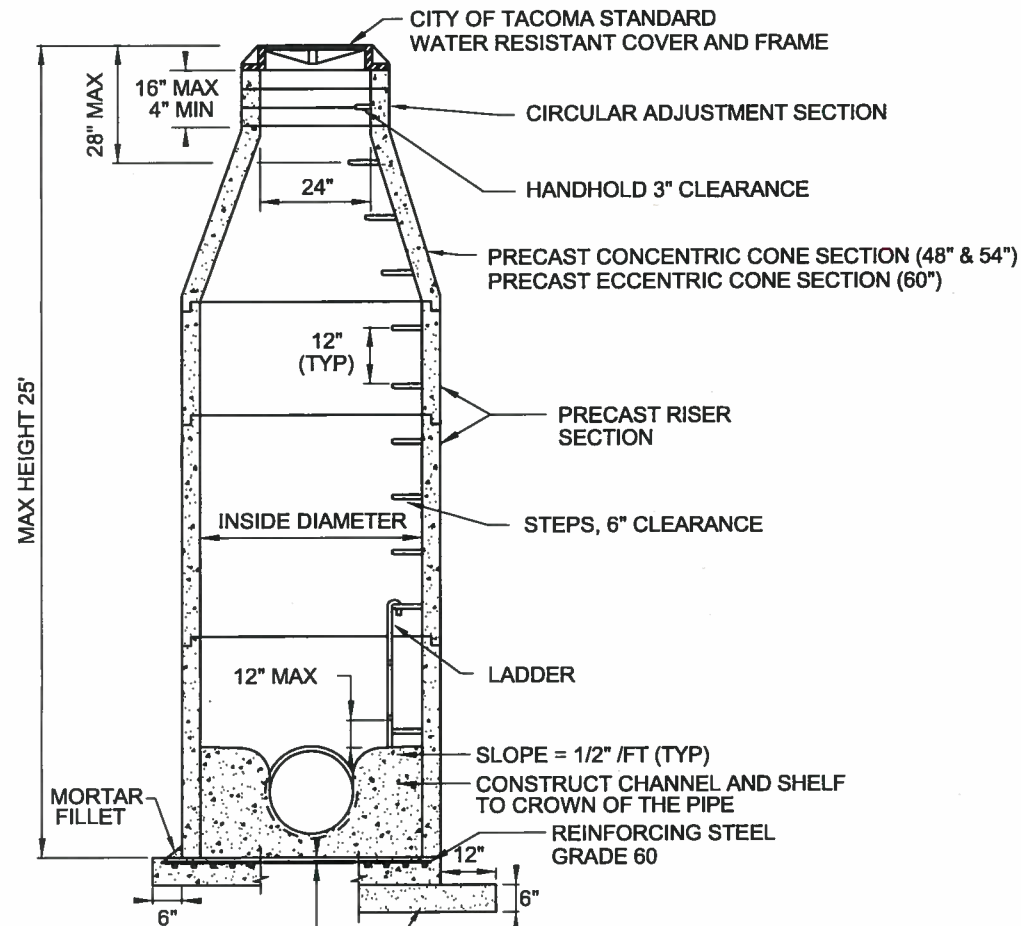
CITY ENGINEER

8/16/16

DATE

CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

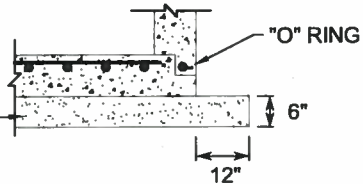
STANDARD PLAN NO. SU-16



**SEPARATE CAST
IN PLACE BASE**

1" MIN
2 1/2" MAX

**PRECAST BASE
WITH INTEGRAL RISER**



GRAVEL BACKFILL FOR
PIPE ZONE BEDDING

SEPARATE PRECAST BASE

NOTES:

1. For details showing grade ring, ladder, steps, handholds and top slabs, see Standard Plan No. SU-21.
2. Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
3. Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korband" manufactured by NPC, Inc., or approved equal.
5. Base reinforcing steel shall be per manufacturer's recommendation.

MANHOLE DIMENSION TABLE

INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES
48"	4"	6"	36"	8"
54"	4 1/2"	8"	42"	8"
60"	5"	8"	48"	8"

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

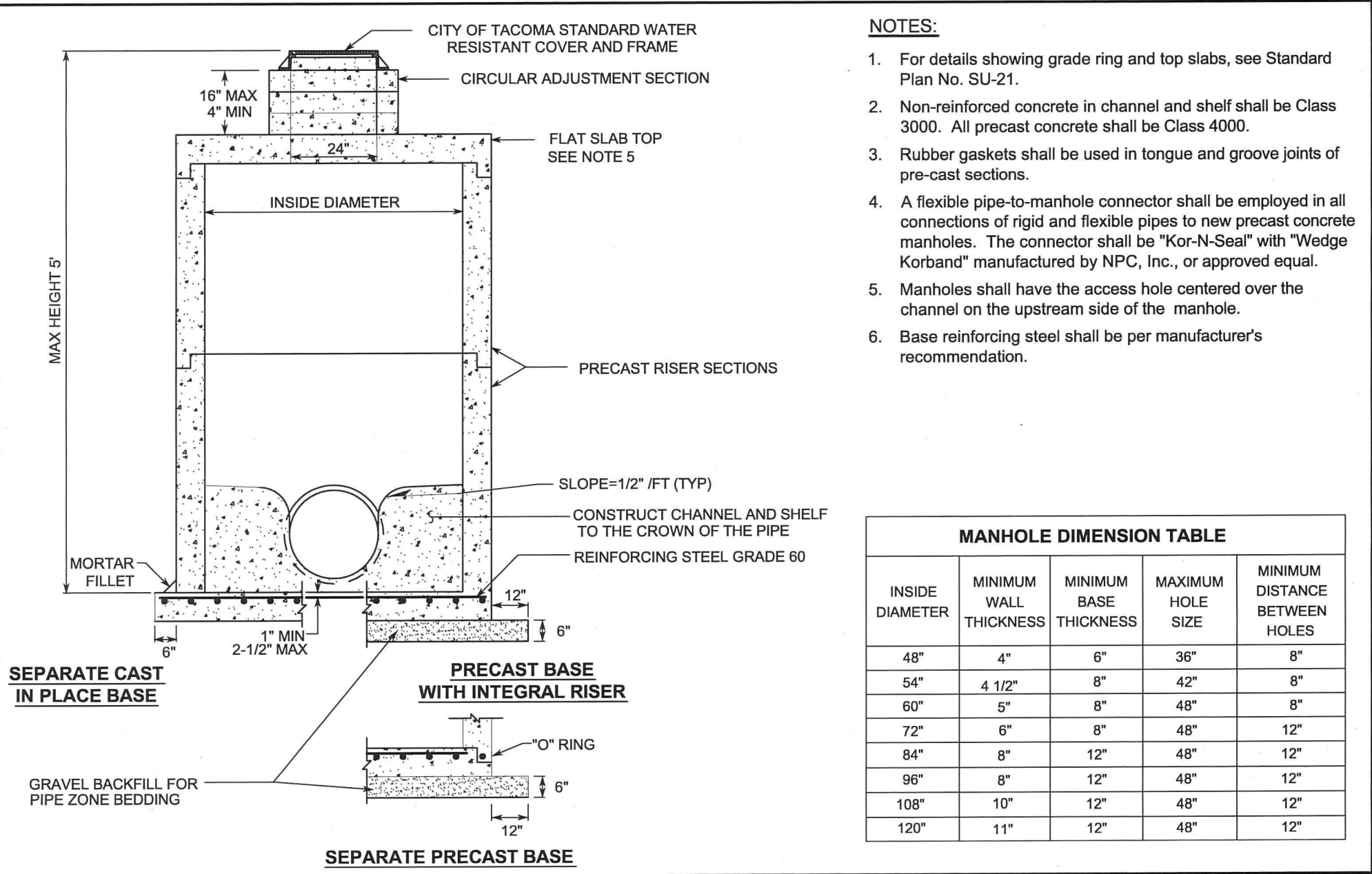
APPROVED FOR PUBLICATION

[Signature]
CITY ENGINEER

[Signature]
DATE

MANHOLE-TYPE 1
48", 54" AND 60"

STANDARD PLAN NO. SU-17

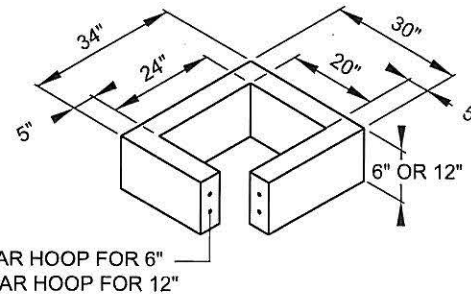
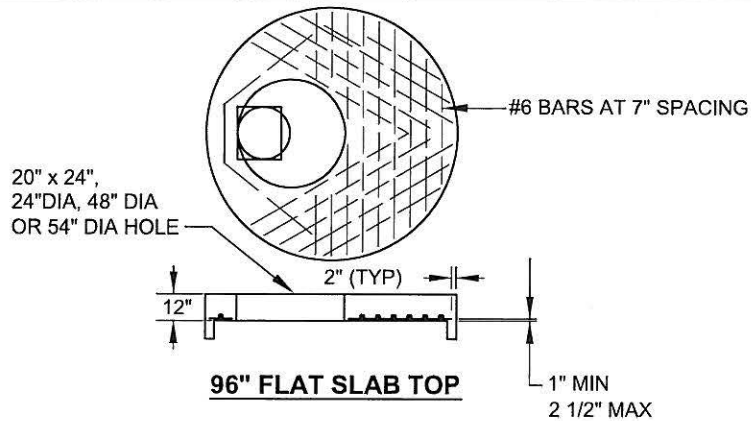


NOTES:

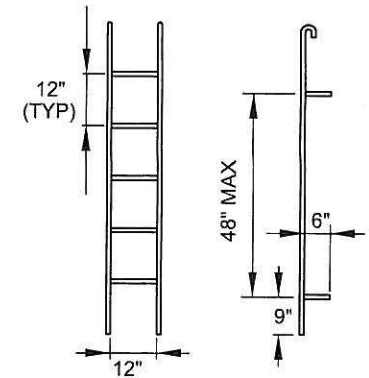
1. For details showing grade ring and top slabs, see Standard Plan No. SU-21.
2. Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
3. Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korband" manufactured by NPC, Inc., or approved equal.
5. Manholes shall have the access hole centered over the channel on the upstream side of the manhole.
6. Base reinforcing steel shall be per manufacturer's recommendation.

MANHOLE DIMENSION TABLE				
INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES
48"	4"	6"	36"	8"
54"	4 1/2"	8"	42"	8"
60"	5"	8"	48"	8"
72"	6"	8"	48"	12"
84"	8"	12"	48"	12"
96"	8"	12"	48"	12"
108"	10"	12"	48"	12"
120"	11"	12"	48"	12"

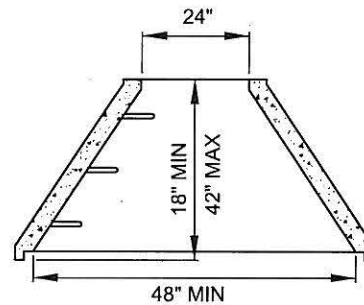
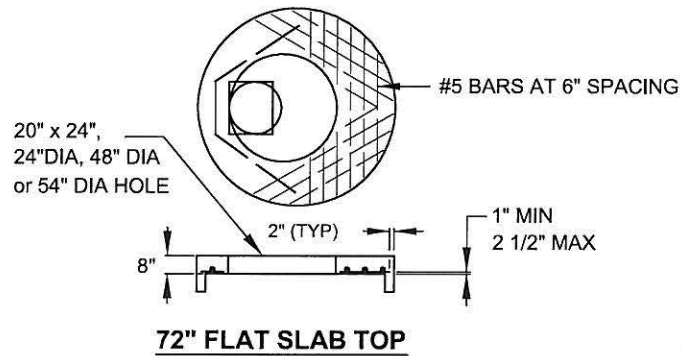
<p>CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS</p>	<p>APPROVED FOR PUBLICATION</p> <p>CITY ENGINEER</p>	<p>MANHOLE TYPE 3 5' MAXIMUM HEIGHT</p>
<p>DATE <u>1/17/14</u></p>		<p>STANDARD PLAN NO. SU-19</p>



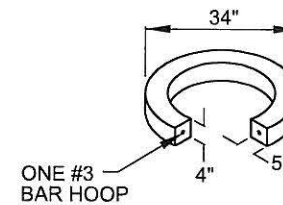
RECTANGULAR ADJUSTMENT SECTION



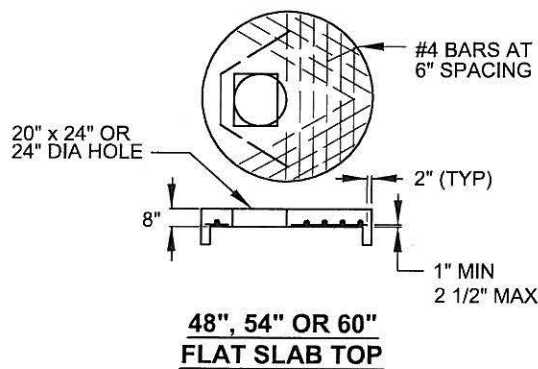
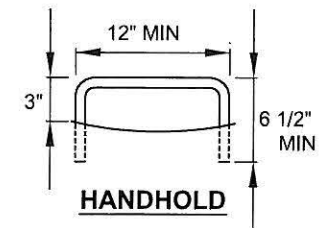
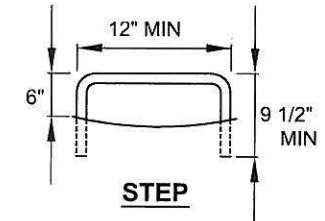
PREFABRICATED LADDER



CONCENTRIC CONE SECTION



CIRCULAR ADJUSTMENT SECTION



NOTE:

As an acceptable alternate to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.

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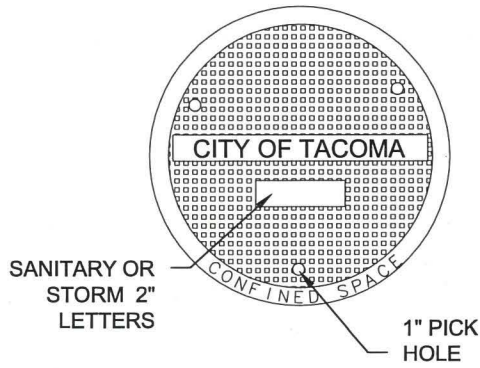
APPROVED FOR PUBLICATION

Jane Pervey
CITY ENGINEER

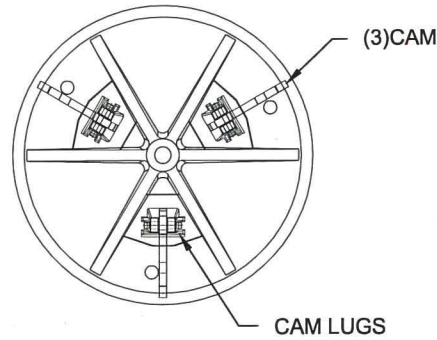
12 Jun 2009
DATE

MISCELLANEOUS DETAILS
FOR MANHOLES AND
CATCH BASINS

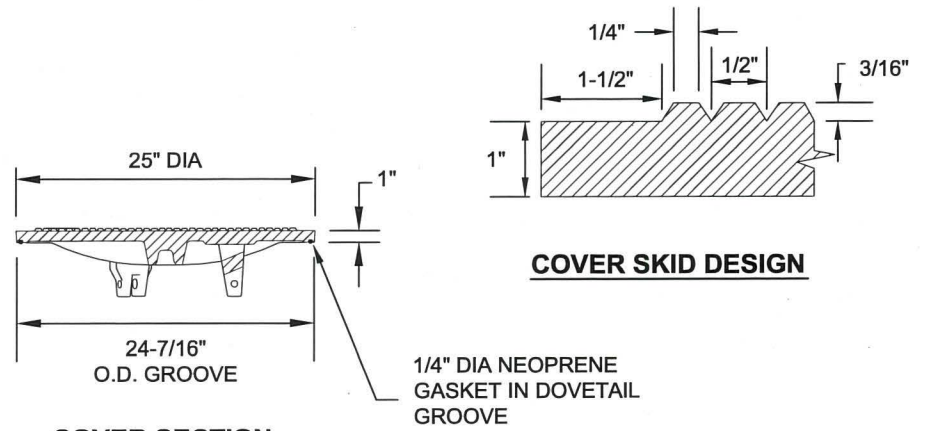
STANDARD PLAN NO. SU-21



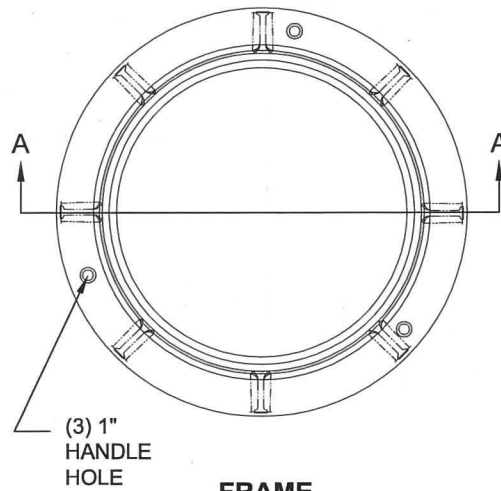
PLAN VIEW



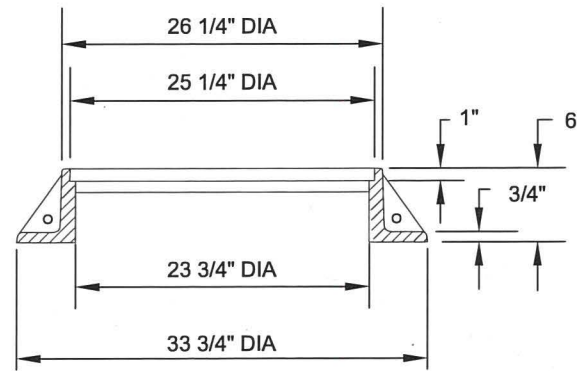
BOTTOM VIEW



COVER SECTION



FRAME



SECTION A-A

NOTES:

1. Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
2. Lids must be interchangeable, any lid shall fit any and all frames.
3. Frame and cover shall be designed for H-20 loading.
4. Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
5. Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
6. Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

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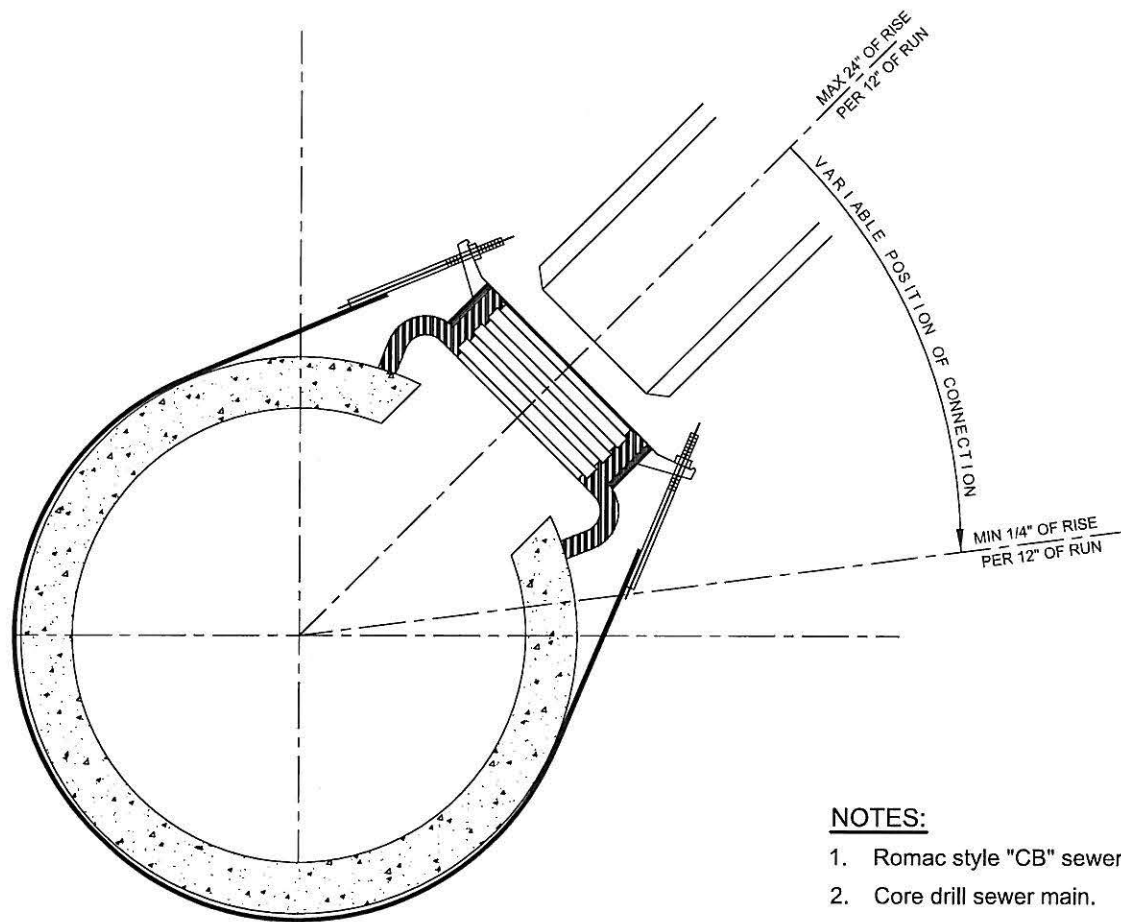
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

1/17/07
DATE

MANHOLE FRAME AND COVER

STANDARD PLAN NO. SU-22



**SANITARY SEWER MAIN
CROSS SECTION**

NOTES:

1. Romac style "CB" sewer saddle or approved equal.
2. Core drill sewer main.
3. Portions of the City's sanitary sewer system have been lined. If a lined pipe is encountered during connection of the new side sewer, the Construction Division shall be contacted at (253) 591-5760 for further instructions.
4. Sewer laterals shall not extend beyond the interior wall of the sanitary sewer main.

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DEPARTMENT OF PUBLIC WORKS

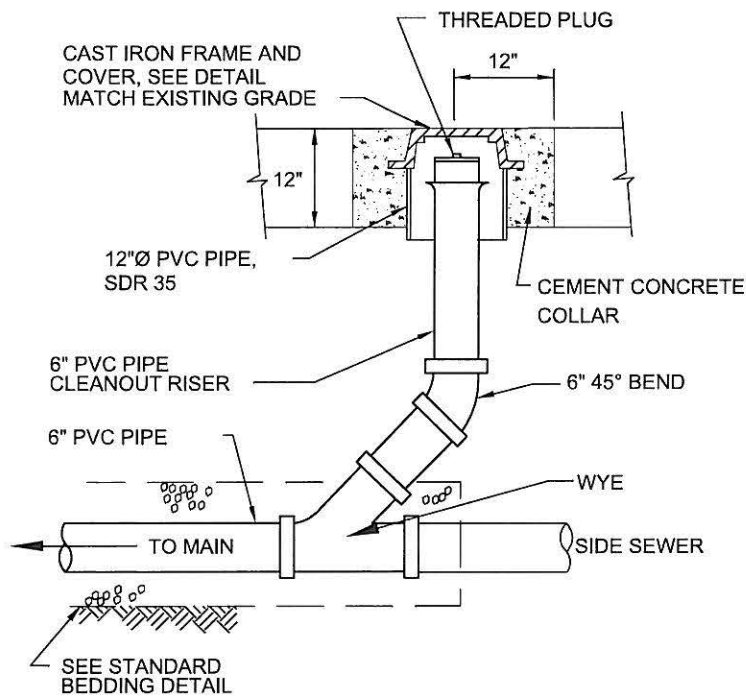
APPROVED FOR PUBLICATION

James Parney
CITY ENGINEER

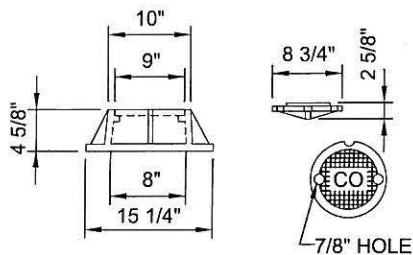
12 JUN 2009
DATE

LATERAL
SEWER CONNECTION TO
SANITARY SEWER MAIN

STANDARD PLAN NO. SU-23

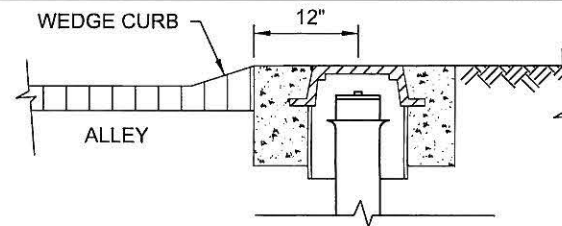


CLEANOUT DETAIL
NOT TO SCALE

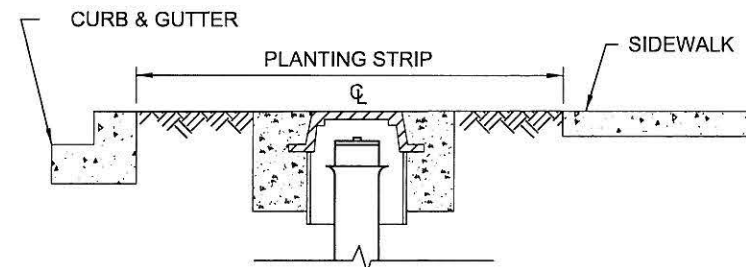


FRAME AND COVER DETAIL
NOT TO SCALE

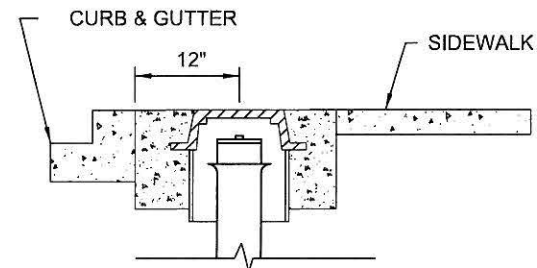
NOTE:
When no curb and gutter or sidewalk exist, locate cleanout in future planting strip.



TYPICAL ALLEY SECTION



TYPICAL SIDEWALK SECTION



TYPICAL COMBINATION SIDEWALK SECTION

STANDARD CLEANOUT LOCATION
NOT TO SCALE

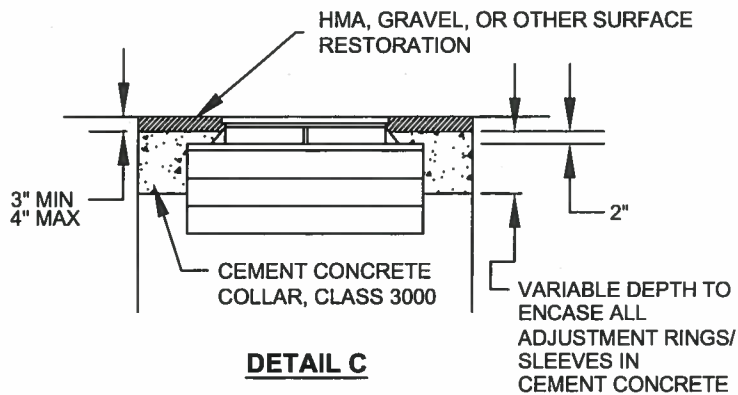
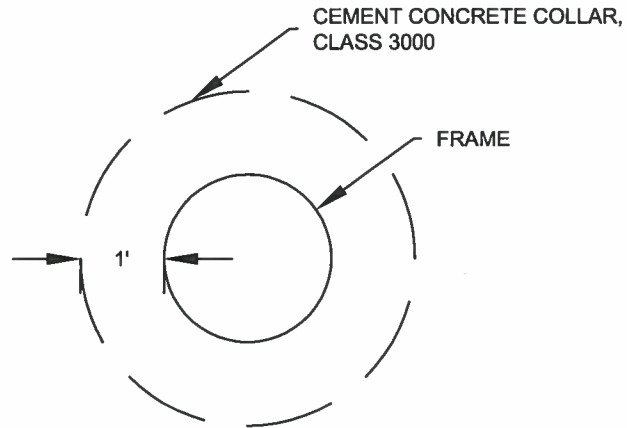
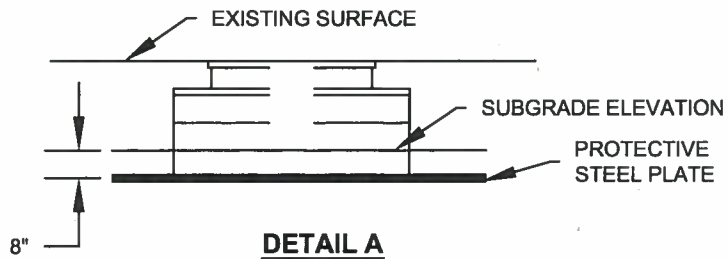
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

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James Parvey
CITY ENGINEER

12 Jun 2009
DATE

SIDE SEWER CLEANOUT
AND
COVER DETAIL
STANDARD PLAN NO. SU-24



PROGRESSION OF WORK

PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:
 Remove frame and risers to a depth 8-inches below subgrade.
 Install steel protective plate in accordance with Detail A.
 Reference the location of the utility structure.

CONSTRUCTION OF SURFACING:

Gravel surfacing:
 Install base materials and gravel over protective steel plate.

Asphalt surfacing:
 Install base materials and asphalt over protective steel plate.

Concrete surfacing:
 Adjust frame and grate to final grade prior to placing concrete surfacing.

UPON COMPLETION OF SURFACING:

The asphalt concrete pavement or gravel surfacing shall be removed in a neat circle in accordance with Detail B.

The location of the asphalt or gravel removal shall be based upon the reference location established by the Contractor.

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

For non-paved surfaces, the area shall be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the top of the casting and then backfilled with crushed surfacing top course and compacted.

NOTE:

All general provisions, construction and warranty requirements of the Right of Way Restoration Policy will be followed.

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 DEPARTMENT OF PUBLIC WORKS**

[Signature]
 CITY ENGINEER

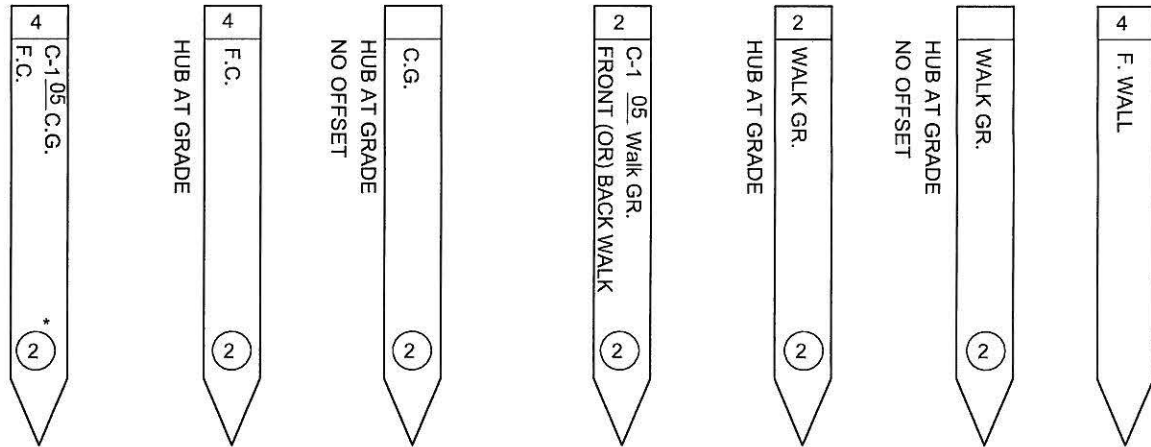
4/29/14
 DATE

UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

ABBREVIATIONS

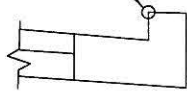
- F.C..... FACE OF CURB
- C.G..... CURB GRADE
- F.L..... FLOW LINE
- F.WALL... FACE OF WALL
- SH.GR.... SHOULDER GRADE
- C.B..... CATCH BASIN
- M.H..... MAN HOLE
- L.H..... LAMP HOLE
- S.G..... SUBGRADE
- B.G..... BALLAST GRADE
- CR.R.GR. CRUSHED ROCK GRADE
- P.C..... POINT OF CURVATURE
- P.T..... POINT OF TANGENCY
- V.C..... VERTICAL CURVE
- E.P..... EDGE OF PAVING



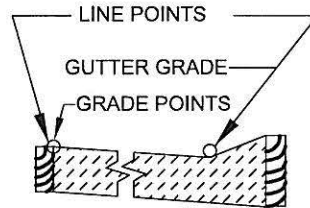
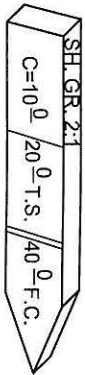
STAKES SHALL HAVE STATIONS ON BACK SIDE

* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)

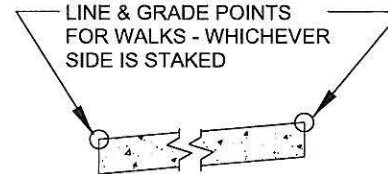
LINE & GRADE POINT



CURBS



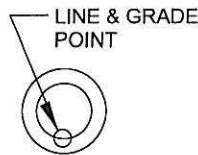
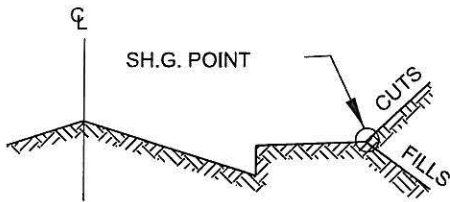
ALLEY SLABS



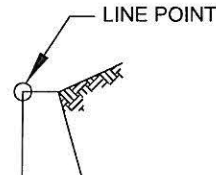
WALKS

SIDE OR BACK

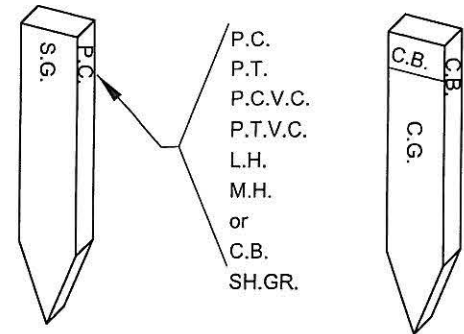
SLOPE STAKES



SEWERS



WALLS



APPROVED FOR PUBLICATION

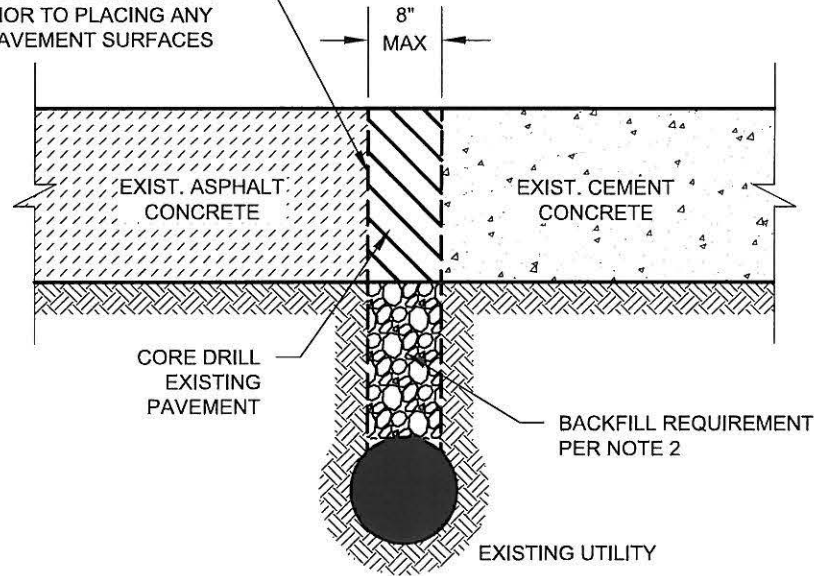
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Power
CITY ENGINEER

12 JUN 2009
DATE

STANDARD PROCEDURE
FOR MARKING
CONSTRUCTION STAKES
STANDARD PLAN NO. SU-26

EXISTING SURFACES SHALL BE PREPARED IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 5-04.3(5)A PRIOR TO PLACING ANY NEW PAVEMENT SURFACES



NOTES:

1. The existing pavement shall be cut full depth with an eight inch diameter core drill. The subbase material shall be removed using a vacuum excavator, keeping the excavation as minimal as possible.
2. Backfill the excavation with a six inch cushion of crushed rock over the utility then place the remaining void with CDF or compacted CSTC.
3. For asphalt concrete streets, repair the cored pavement section with HMA Class 1/2" PG 64-22 and seal the joint.
4. For cement concrete pavement streets, replace the cored section with Class 6000 cement concrete.
5. If excavation is larger than 8" core, restoration shall comply with the Right of Way Restoration Policy.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

June Pervey
CITY ENGINEER

12 Jun 2009
DATE

POTHOLING

STANDARD PLAN NO. SU-27

COMPACTION TESTING REQUIREMENTS ^A		
DEPTH	TESTING FREQUENCY ^C	
	VERTICAL	HORIZONTAL
SURFACE (BELOW HMA)	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH
		1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES ^B
1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)	1 EVERY 12 INCHES	SAME AS FOR SURFACE
> 4 FEET TO BOTTOM OF TRENCH	NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR VERIFICATION OF COMPACTION	

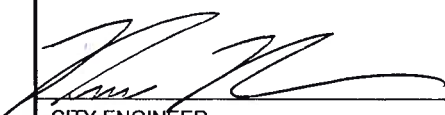
A. TESTING SHALL BE PERFORMED BY A CERTIFIED INDEPENDENT TESTING LABORATORY OR A CERTIFIED TESTOR AS APPROVED BY THE CITY'S CONSTRUCTION DIVISION. THE COST OF TESTING IS THE RESPONSIBILITY OF THE PERMITTEE. TESTS SHALL BE COMPLETED AND REPORTS IDENTIFYING THE PROJECT NUMBER SUBMITTED TO THE CONSTRUCTION DIVISION WITHIN 48 HOURS OF TESTS.

B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEDURES ARE THE SAME.

C. EACH LIFT SHALL BE COMPACTIONED TO 95% MODIFIED PROCTOR DENSITY, AS VERIFIED BY COMPACTION TESTING, BEFORE PROCEEDING TO THE NEXT LIFT. COT INSPECTOR MAY REQUIRE EXCAVATION AND REMOVAL OF SOIL WHERE COMPACTION IS IN QUESTION.

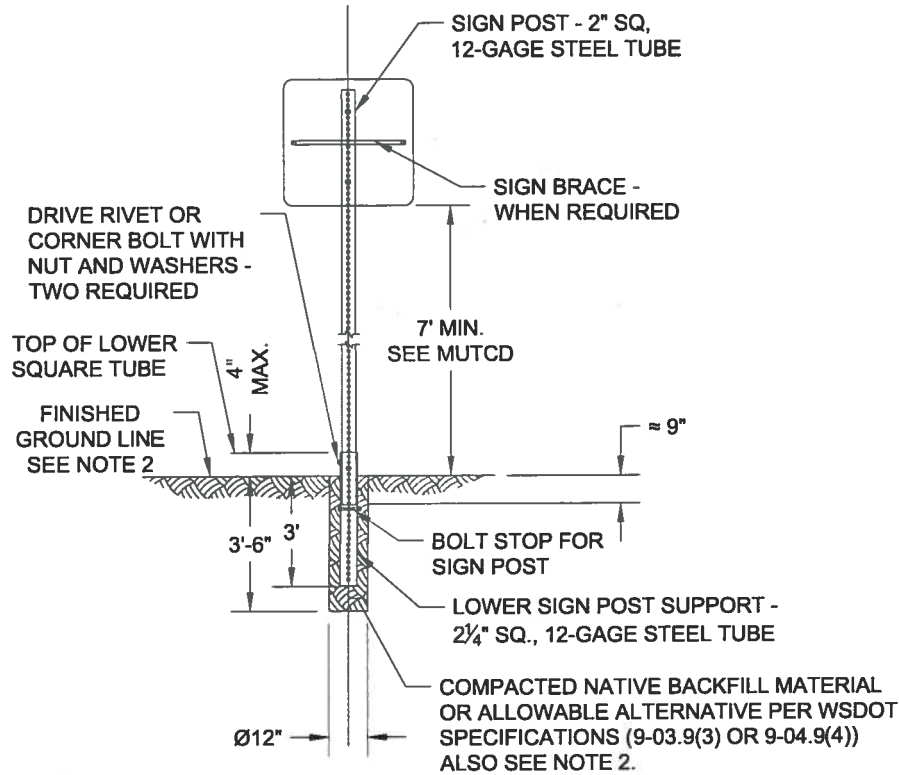
NOTES:

1. Compact backfill material in max. 12 in. lifts. Compact backfill material to 95% max. modified proctor density (ASTM 1557) except directly over pipe, hand tamp only.
2. Native backfill will require laboratory testing to determine max. modified proctor density. Imported backfill will require submittal of proctor test results from supplier.
3. See WSDOT Standard Specification Section 2-09.3(1)E for material requirements on "Controlled Density Fill" (CDF). CDF may be used for trenches less than 24 in. wide or as approved by the City Engineer. CDF shall be vibrated/compacted.

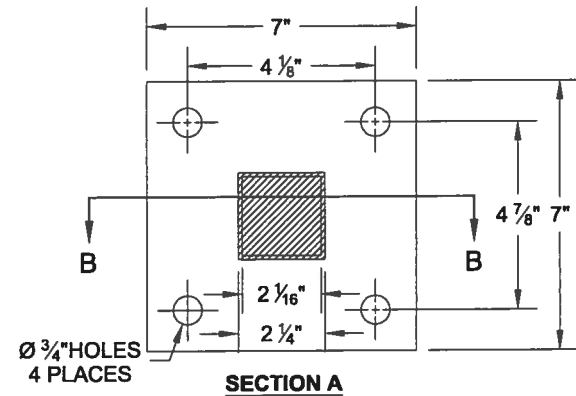
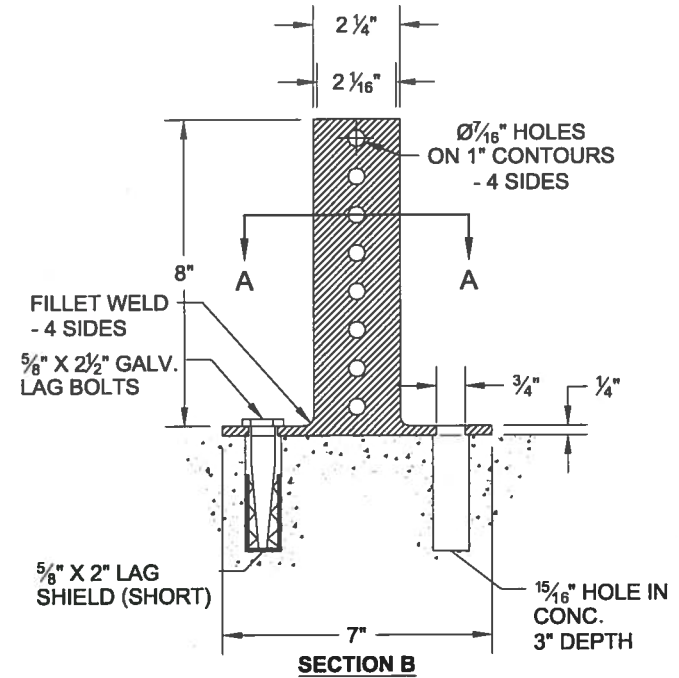
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION	TRENCH BACKFILL COMPACTION REQUIREMENTS
	 CITY ENGINEER	11/30/14 DATE

NOTES:

1. Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group, (Exception: Surface mounting of flexible post object markers within islands or medians is permitted).
2. If finished ground line is a hard surface, then compacted native backfill material shall be concrete with the top of foundation being smooth, dense, and uniform to finished ground line.

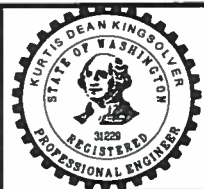


**SIGN SUPPORT DETAIL
FOR STEEL SIGN POST**



**BASE PLATE DETAIL FOR
STEEL SIGN POST SURFACE MOUNTING
(SEE NOTE 1)**

DCS PUBLIC WORKS	REVIEWED BY <i>Gms</i> ENVIRONMENTAL SERVICES
NA TACOMA POWER	NA TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]
CITY ENGINEER

4/4/11
DATE

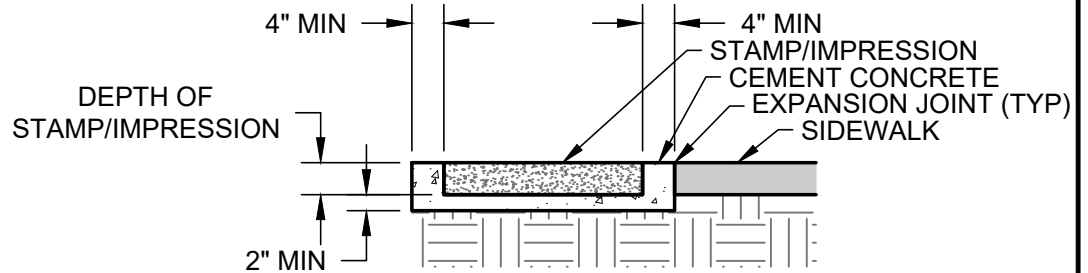
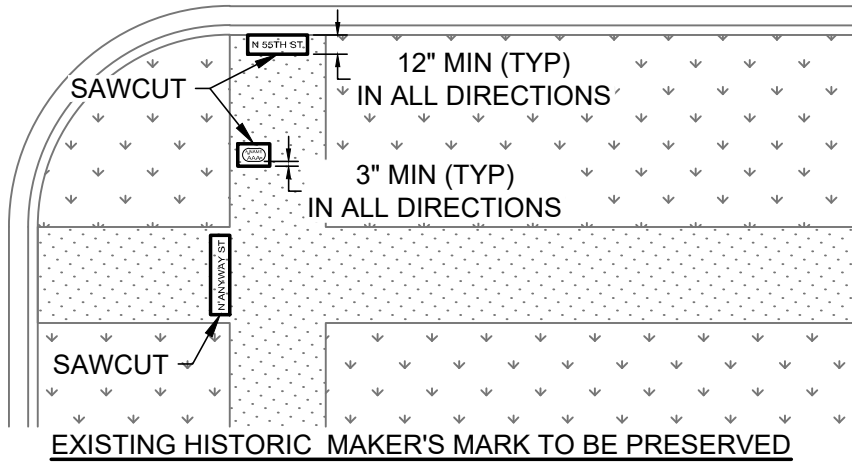
CITY OF TACOMA

SIGN POST
INSTALLATION

STANDARD PLAN NO. SU-34

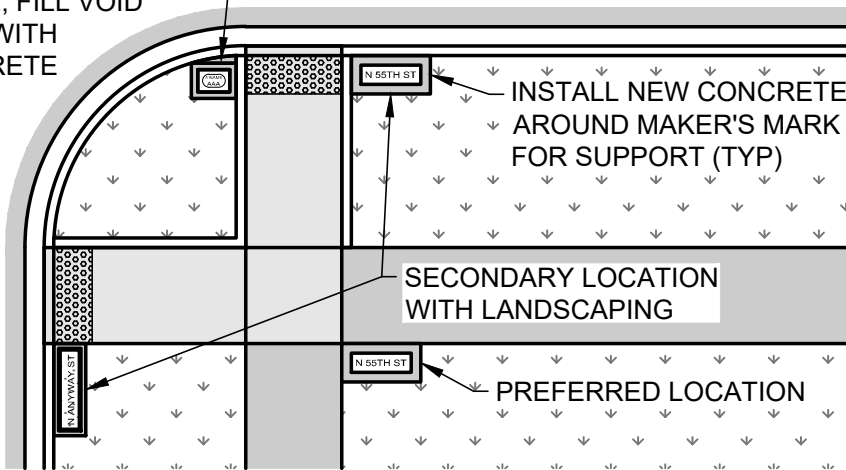
NOTES

1. Single stamp/impression shall be placed in 6" of concrete with 4" border as close to the preferred location as possible. If constructed in Historic District, see Standard Plan HD-NS03 for details on applying concrete color.
2. Existing stamp/impression shall be sawcut to no less than 3" from stamp lettering or symbol and shall be no smaller than 12" in any direction.
3. Street name to be parallel with the corresponding street, and oriented to be read from the sidewalk, and as though the reader is facing the street.
4. See Standard Plan SU-05 series for details on curb ramp construction.
5. If a crack or broken section of concrete is in the existing stamped area to be cut, then the stamp shall be disposed of and not salvaged.

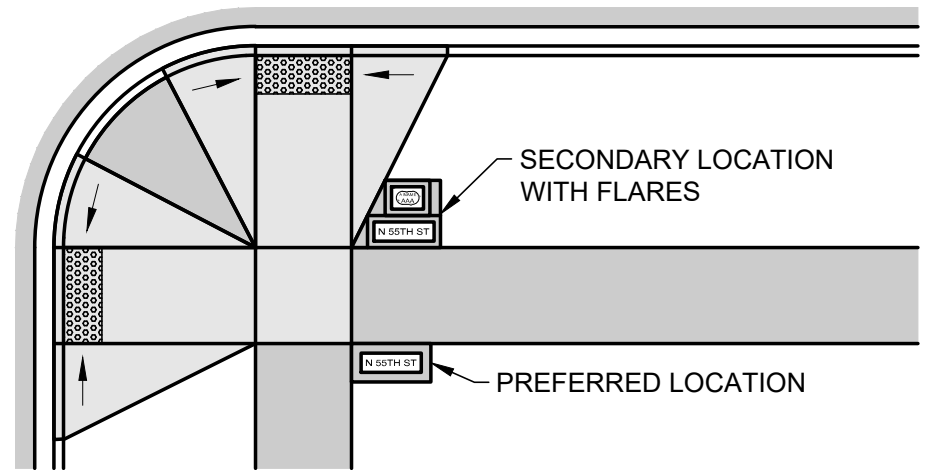


EXISTING HISTORIC MAKER'S MARK TO BE PRESERVED

WHEN PLACED ADJACENT TO A CURB CURVE, FILL VOID AREA WITH CONCRETE



MAKER'S MARK POTENTIAL NEW LOCATIONS
CURB RAMPS WITH LANDSCAPING AND PED CURBS



MAKER'S MARK POTENTIAL NEW LOCATION
CURB RAMPS WITH WINGS/FLARES AND WITH OR WITHOUT LANDSCAPING

<p>DS RVDR PUBLIC WORKS DS TACOMA POWER</p>	<p>REVIEWED BY EW ENVIRONMENTAL SERVICES DS 75 TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION DocuSigned by: <i>Josella Diekmann</i> CITY ENGINEER 10/02/2022 DATE</p>	<p>CITY OF TACOMA HISTORIC MAKER'S MARK SIDEWALK STREET NAME IMPRINT PRESERVATION STANDARD PLAN NO. SU-40</p>
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APPENDIX B

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.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



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 Professional Liability Insurance or Errors and Omissions

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Excess or Umbrella Liability Insurance

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

3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not 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.

3.8 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.

APPENDIX C

**NPDES CONSTRUCTION STORMWATER
GENERAL PERMIT**



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

October 21, 2024

Kirk Myklestad
City of Tacoma Environmental Services
326 E D St
Tacoma, WA 98421

RE: Coverage under the Construction Stormwater General Permit

Permit number: WAR313965
Site Name: N 10th & Stevens Wastewater Replacement Project
Location: Near intersection of N 10th & Stevens
Tacoma, WA County: Pierce
Disturbed Acres: 1.02

Dear Kirk Myklestad:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (CSWGP). This is your permit coverage letter. Your permit coverage is effective October 21, 2024.

Retain this letter as an official record of permit coverage for your site. You may keep your records in electronic format if you can easily access them from your construction site. You can get the CSWGP, permit forms, and other information at Ecology's [CSWGP eCoverage Packet webpage](#)¹. Contact your Permit Administrator, listed below, if you want a copy of the CSWGP mailed to you. Please read the permit and contact Ecology if you have any questions.

Electronic Discharge Monitoring Reports (WQWebDMR)

This permit requires you to submit monthly discharge monitoring reports (DMRs) for the full duration of permit coverage (from the first full month of coverage to termination). Your first sampling and reporting period will be for the month of **November** and your first DMR must be submitted by **December 15, 2024**.

You must submit your DMRs electronically using Ecology's secure online system, WQWebDMR. To sign up for WQWebDMR go to Ecology's [WQWebPortal guidance webpage](#)². If you have

¹ <http://www.ecology.wa.gov/eCoverage-packet>

² <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>

questions, contact the portal staff at (360) 407-7097 (Olympia area), or (800) 633-6193/Option 3, or email WQWebPortal@ecy.wa.gov.

Appeal Process

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2). For more information regarding your right to appeal, please reference Ecology's Focus Sheet: [Appeal of General Permit Coverage](#)³.

Annual Permit Fees

RCW 90.48.465 requires Ecology to recover the costs of managing the permit program. Permit fees are invoiced annually until the permit is terminated. Termination conditions are described in the permit. For permit fee related questions, please contact the Water Quality Fee Unit at wqfeeunit@ecy.wa.gov or (800) 633-6193/Option 2. You can also visit [Water Quality Permit Fees Webpage](#)⁴ for more information.

Ecology Field Inspector Assistance

If you have questions regarding stormwater management at your construction site, please contact your Regional Inspector, Joseph McCord of Ecology's Southwest Regional Office in Lacey at joseph.mccord@ecy.wa.gov, or (360) 791-5017.

Questions or Additional Information

Ecology is here to help. Please review our [Construction Stormwater General Permit webpage](#)⁵ for more information. If you have questions about the Construction Stormwater General Permit, please contact your Permit Administrator, Melinda Wilson at melinda.wilson@ecy.wa.gov, or (360) 870-8290.

Sincerely,



Jeff Killelea, Manager
Permit and Technical Services Section
Water Quality Program

³ <https://apps.ecology.wa.gov/publications/summarypages/1710007.html>

⁴ <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-quality-permits/Fees>

⁵ www.ecology.wa.gov/constructionstormwaterpermit

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

Contents

- I. Introduction 3
- II. Objectives, Applicability and Overall Annual EIC Goal..... 3
- III. Definitions..... 4
- IV. Exemptions or Exceptions to EIC Program Requirements 6
 - A. Contracts that are not competitively solicited by the City of Tacoma. 6
 - 1. **Emergency**6
 - 2. **Sole Source**7
 - 3. **Not Practicable to Bid**.....7
 - 4. **Direct Solicitation and Negotiation**7
 - 5. **Government or Cooperative Purchasing**.....7
 - B. Lack of Certified Businesses 7
 - C. Public Works and Improvement Projects with a Value of \$150,000 or Less 8
 - D. Documentation of Granted Exceptions 8
- V. EIC Requirements for Contracts for Public Work..... 8
 - A. EIC Pre-Award Process 8
 - 1. **EIC Contract Requirements Set**8
 - B. EIC Bid Review Process 9
 - 1. **Review for Bidder Responsiveness**.....9
 - 2. **Review for Bidder Responsibility**10
 - 3. **Self-Performing Bidders**.....10
 - 4. **EIC Recommendation**10
- VI. Post-Bid EIC Waiver Requests Process..... 10
- VII. EIC Contract Monitoring and Compliance 11
 - A. Coordination between Project Delivery Team and Program..... 11
 - B. Utilization of B2Gnow System 11
 - C. B2Gnow Monitoring..... 12
 - D. Contractor Request for Certified Business Termination and Substitution 12
- VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES 15
 - A. Circumstances for finding a Contractor in Violation..... 15
 - B. Contractor Non-Compliance, Finding of Violation and Enforcement..... 16
- IX. EIC Project Closeout Process..... 18
- X. Certified Business Complaint Process..... 18

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 EIOffice@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 EIOffice@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 EIOffice@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.**

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, **upon request**, for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org



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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:	
<p>LEAP Utilization Requirements: Total Project Labor Hours - 15% Local Employees AND 15% Apprentices</p> <p>Explanation:</p> <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 - An additional 15% of the total labor hours must be met by APPRENTICES: <ul style="list-style-type: none"> o Apprentices registered with WA State living in the Tacoma Public Utilities Infrastructure or Service Areas as outlined in the project specification <p>Compliance: Per Tacoma Municipal Code Chapter 1.90, failure to meet LEAP Utilization Requirements results in a monetary penalty.</p>	

PART B: PLAN FOR MEETING LEAP REQUIREMENTS

Trade or Craft	Percentage of total labor hours to be met by LOCAL EMPLOYEES performing this craft and living in the City of Tacoma or in a local Economically Distressed Area	Percentage of total labor hours to be met by APPRENTICES performing this craft and living in a Tacoma Public Utilities Infrastructure or Service 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.



City of Tacoma
 LEAP Office
 747 Market Street
 Tacoma, WA 98402
leap@cityoftacoma.org
 (253) 591-5590

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.

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 LEAP-Qualified Employee category for LEAP Requirements noted in Part A.

Totals: Total the percentage number in each of the two middle columns. Percentage numbers in each column should equal the required percentage in Part A.

Name of Apprenticeship Program: If the line references Apprentices, list the name of the Registered Apprenticeship Program they are enrolled in.

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, include LEAP in each email change between you and the organization.

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP Requirements.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements and Service Contracts related to Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

1.90.030.A

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

1.90.030.B

“Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

1.90.030.C

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

“Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

“Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering a contract with the City to construct a Public Work or Improvement or provide a service related to a Public Work or Improvement.

1.90.030.D

“Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

1.90.030.E

“Economically Distressed ZIP Codes”* shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the criteria of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile).

(*Current ZIP Codes are available on the Local Employment and Apprenticeship Program web page.)

“Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

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

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

1.90.030.L

“Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement or related Service Contract, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

“LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

“LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

“LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

“LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated LEAP requirements will be met.

1.90.030.P

“Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

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

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

1.90.030.R

“Resident of Tacoma” shall mean any person who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

1.90.030.S

“Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Electrical Utility.

“Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the Water Utility for a Public Work or Improvement or related Service Contract to be performed primarily for the Water Utility.

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

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

1.90.030.T

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

“Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

1.90.030.W

“Washington State Labor and Industries Prevailing Wage” shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county and are reflective of local wage conditions.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP Requirements.

A. Utilization Requirements.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

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

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

B. Failure to Meet Utilization Requirements.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization requirements shall be assessed an amount for each hour that is not

achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its requirements. The amount per hour that shall be assessed shall be as follows:

Percent of Requirements Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 12.00
75% to 89%	\$ 20.00
50% to 74%	\$ 30.00
1% to 49%	\$ 45.00
0%	\$60.00

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

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training programs. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

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

D. LEAP Requirement Adjustments.

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

a. If LEAP utilization requirements are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer’s finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer’s finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP requirement adjustments may not be appealed.

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization requirement specified in subsection A1. of this section. The 15% utilization requirement specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

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

I. Conflict with State or Federal Requirements.

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

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The LEAP Coordinator shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the LEAP Coordinator shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Hearing Examiner upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Hearing Examiner may be appealed pursuant to Hearing Examiner code, TMC Chapter 1.23.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and LEAP Coordinator's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 28970 Ex. A; passed Jun. 11, 2024; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

- 1. 15% Local Employment Utilization Requirement**
- 2. 15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): Asian/Pac Isl. Black Hispanic Native American White Other

Gender (*optional*): MALE FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprenticeship Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

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

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98418
98403	98421
98404	98422
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

PART V
STATE PREVAILING
WAGE RATES

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.