City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES24-0178F

SW S 38TH & S TYLER PERVIOUS CONCRETE REPLACEMENT

Surface Water – ENV-03027-13

CITY OF TACOMA

ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO. ES24-0178F

SW S 38TH AND S TYLER PERVIOUS CONCRETE REPLACEMENT

PROJECT NOs.
Surface Water – ENV-03027-13

Kirk Myklestad, P.E.
Science & Engineering Division
Environmental Services Department
326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES24-0178F

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City of Tacoma
Environmental Services

REQUEST FOR BIDS ES24-0178F
SW S 38th & Tyler
Pervious Concrete Replacement

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 10, 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:

By Email:	**In Person:**
sendbid@cityoftacoma.org Maximum email size, including attachments: 35 MB. Multiple emails may be sent for each submittal. **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.	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

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 pavement, storm sewer pipe and installing a stormwater treatment structure. Landscape restoration is also included, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Estimate: 300k

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).

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

6. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM
   Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

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

to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

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

POST AWARD FORMS EXECUTED UPON AWARD:

A. CONTRACT: Must be executed by the successful bidder.
B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
E. 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):

There is no LEAP requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Please visit the LEAP website for more information.

CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

    a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

    b. Have a current Washington Unified Business Identifier (UBI) number;

    c. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW and;

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

B I D P R O P O S A L

SPECIFICATION NO. ES24-0178F

SW S 38TH & S TYLER PERVIOUS CONCRETE REPLACEMENT

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. ES24-0178F 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.

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
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	9 Each	$ _____	$ _____

Contractor's Name: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R7. 2-02	Removal of Structures & Obstructions	1 Lump Sum	Lump Sum	$ _____
R8. 2-02	Remove Speed Bump	1 Each	$ _____	$ _____
R9. 2-03	Roadway Excavation, Incl. Haul	460 Cu. Yd.	$ _____	$ _____
R10. 2-03	Unsuitable Foundation Excavation, Incl. Haul	46 Cu. Yd.	$ _____	$ _____
R11. 2-03	Gravel Borrow, Incl. Haul	230 Cu. Yd.	$ _____	$ _____
R12. 2-03	Extra Excavation & Dewatering	Force Account	Estimated	$ 50,000.00
R13. 2-12	Construction Geotextile for Soil Stabilization	980 Sq. Yd.	$ _____	$ _____
R14. 2-14	Remove Existing Pavement, Type 1, Class C12	715 Sq. Yd.	$ _____	$ _____
R15. 2-15	Remove Curb	330 Lin. Ft.	$ _____	$ _____
R16. 4-04	Crushed Surfacing Base Course	405 Ton	$ _____	$ _____
R17. 4-04	Crushed Surfacing Top Course	75 Ton	$ _____	$ _____
R18. 5-04	Fiber Reinforced HMA Cl. 1/2" PG 58H-22	155 Ton	$ _____	$ _____
R19. 5-04	Speed Bump	1 Each	$ _____	$ _____
R20. 7-05	Adjust Existing Utility Grade	2 Each	$ _____	$ _____
R21.* 8-01	Erosion/Water Pollution Control	Force Account	Estimated	$ 5,000.00
R22. 8-01	Dewatering Plan	1 Lump Sum	Lump Sum	$ _____

Contractor's Name: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R23. 8-01	Dewatering Control	1 Lump Sum	Lump Sum	$_____
R24. 8-02	Landscape Restoration	1 Lump Sum	Lump Sum	$_____
R25. 8-04	Cement Conc. Traffic Curb and Gutter	330 Lin. Ft.	$_____	$_____
R26. 8-06	Cement Conc. Driveway Entrance Type 1	15 Sq. Yd.	$_____	$_____
R27. 8-21	Permanent Signing	1 Lump Sum	Lump Sum	$_____
R28. 8-22	Painted Curb	45 Lin. Ft.	$_____	$_____

SCHEDULE B: STORM SEWER IMPROVEMENTS (Rule 171)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
S29. 2-09	Structure Excavation Class B	12 Cu. Yd.	$ _____	$ _____
S30. 2-09	Shoring or Extra Excavation Class B	90 Sq. Ft.	$ _____	$ _____
S31. 2-16	Remove Manhole	1 Each	$ _____	$ _____
S32. 7-05	Stormwater Treatment Structure	1 Each	$ _____	$ _____
S33. 7-05	Connect New Sewer Pipe 12-In. Diam. To Existing Structure	1 Each	$ _____	$ _____
S34. 7-05	Reconnect Existing Sewer Pipe 12-In Diam. To New Structure	1 Each	$ _____	$ _____
S35. 7-05	Adjust Existing Manhole, Install New Frame and Cover	1 Each	$ _____	$ _____
S36. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	$ _____
S37. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	$ _____
S38. 7-08	Plugging Existing Pipe	1 Each	$ _____	$ _____
S39. 7-17	Removal and Replacement of Unsuitable Material	8 Cu. Yd.	$ _____	$ _____
S40. 7-17	PVC Storm Sewer Pipe 12-In. Diam.	10 Lin. Ft.	$ _____	$ _____
S41. 8-01	Inlet Protection	4 Each	$ _____	$ _____
S42. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	$ _____

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

Base Bid (Subtotal Items Nos. R1 – R28) $ _____ (**1**)

SCHEDULE B: STORM SEWER IMPROVEMENTS (S) (Rule 171)

Base Bid (Subtotal Items Nos. S29 – S42) $ _____ (2)

TOTAL BASE BID (1) + (2) **$**_____

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. ES24-0178F
SW S 38th & TYLER
PERVIOUS CONCRETE REPLACEMENT

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

_____
Address

_____
City, State, Zip

_____
Authorized Signatory E-Mail Address

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

_____
E-Mail Address for Communications

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

_____
Printed Name and Title

_____
(Area Code) Telephone Number / Fax Number

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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 26, 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

Revised: 07/20/2007, 04/12/2012, 06/21/2019

EQUITY IN CONTRACTING (EIC) REQUIREMENTS MEMO

CCD/EIC: ENV-03027-13
Date of Record: 11/07/2024
Project Spec#: ES24-0178F
Project Title: SW S 38th & Tyler Pervious Concrete Restoration

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
14%	**7%**	**7%**

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.gov**[1]

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 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 If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	☐	☐	☐	What is the Certified Firm Project Role Subcontractor ☐ Material Supplier (20%) ☐	
Representative Name & Contact # below:	☐	☐	☐	What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%)☐	
Representative Name & Contact # below:	☐	☐	☐	What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐	
Representative Name & Contact # below:	☐	☐	☐	What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐	

*** 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.		
2.Project Title:	Downtown Restoration and Street Maintenance Project	**3.SPEC #:**	PW23-0011F
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 If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements
	MBE	WBE	SBE/DBE		
Traffic ABC Representative Name & Contact # below: **Beth Bell – (253) 555-3333**	☒	☐	☒	**Bid Item #4- Pedestrian Traffic Control** What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐	**$30,000**
Survey 101, Inc. Representative Name & Contact # below: **John Doe – (253) 111-2233**	☒	☒	☐	**Bid Item #1 – Roadway Surveying** What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐	**$9,500.00**
Hello Manufacturer Representative Name & Contact # below: **Sam Jam – (253) 555-7899**	☒	☐	☒	**Bid Item #66- Green Durable Product** What is the Certified Firm Project Role? Subcontractor ☐ Material Supplier (20%) ☒	**$10,000** (In this example, Total subcontract amount is $10,000- Only 20% of total will be applied towards *EIC Reqs)
Representative Name & Contact # below:	☐	☐	☐	What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐	

* **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 X 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:	CONTRACTOR:
Signature:	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 forcompliance 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

<table>
<tr><td colspan="2">(i) Agency Name (must match the name associated with its unique entity identifier)</td><td>(ii) Unique Entity Identifier
(i.e., DUNS)</td><td>City of Tacoma Number for This Agreement</td></tr>
<tr><td>(iii) Federal Award Identification Number (FAIN)</td><td>(iv) Federal Award Date</td><td>(v) Federal Period of Performance Start and End Date</td><td>(vi) Federal Budget Period Start and End Date</td></tr>
<tr><td>(vii) Amount of Federal Funds Obligated to the agency by this action:
$</td><td colspan="2">(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency</td><td>(ix) Total Amount of the Federal Award <i>Committed</i> to the agency
$</td></tr>
<tr><td colspan="4">(x) Federal Award Project Description:

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma</td></tr>
<tr><td>(xi) Federal Awarding Agency:
DEPARTMENT OF THE TREASURY</td><td>Pass-Through Entity:
City of Tacoma</td><td colspan="2">Awarding Official Name and Contact Information:</td></tr>
<tr><td colspan="3">(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)</td><td>(xiii) Identification of Whether the Award is R&D</td></tr>
<tr><td>(xiv) Indirect Cost Rate for the Federal Award</td><td colspan="2">Award Payment Method (lump sum payment or reimbursement)
REIMBURSEMENT</td><td></td></tr>
</table>

[

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. ES24-0178F

Specification Title: SW S 38TH AND TYLER PREVIOUS PAVEMENT REPLACEMENT

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.

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. ES24-0178F

Specification Title: SW S 38TH AND TYLER PREVIOUS PAVEMENT REPLACEMENT

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 _____ (Themselves or Itself) and the City of Tacoma, 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
(March 31, 2023 Tacoma GSP)

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

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

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

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)
(April 2, 2007 Tacoma GSP)

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

(******)

DESCRIPTION OF WORK
(******)

This Contract shall generally consist of removing and replacing existing pavement, storm sewer pipe and installing a stormwater treatment structure. Landscape restoration is also included, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

END OF SECTION

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

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

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

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

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

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

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

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

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

Day
Unless otherwise specified, a calendar day.

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

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

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

END OF SECTION

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications
(******)

Delete this section and replace it with the following:

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

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

1-02.4(1) General
(January 19, 2022 APWA GSP Option B)

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

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

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

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

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, Option B)
Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

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

1-02.7 Bid Deposit
(March 1, 2021 Tacoma GSP)
Delete this section and replace it with the following:
A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any

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

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

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

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

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th St
Tacoma, WA 98409

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

1-02.9 Delivery of Proposal
(April 1, 2018 Tacoma GSP)
Delete this section and replace it with the following:

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

Electronic Proposals shall be submitted to the City via email to sendbid@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic documents shall be in PDF format.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(March 1, 2021 Tacoma GSP)
Delete this section and replace it with the following:

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

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

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

1-02.12 Public Opening of Proposals
(March 1, 2021 Tacoma GSP)

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

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

https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09

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

1-02.13 Irregular Proposals
(October 18, 2013 Tacoma GSP)
Delete this section and replace it with the following:

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

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

1-02.14 Disqualification of Bidders
(October 18, 2013 Tacoma GSP)
Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency

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

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

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

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

END OF SECTION

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.2 Award of Contract
(March 27, 2003 Tacoma GSP)

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

1-03.3 Execution of Contract
(January 19, 2022 APWA GSP)

Revise this section to read:

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

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

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

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

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

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)
Delete the first paragraph and replace it with the following:

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

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

1-03.5 Failure to Execute Contract
(April 15, 2020 Tacoma GSP)
The first sentence is revised to read:

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

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

END OF SECTION

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes
(January 19, 2022 APWA GSP)

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

1-04.6 Variation in Estimated Quantities
(December 30, 2022 APWA GSP, Option A

Revise the first paragraph to read:

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

END OF SECTION

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings
(January 6, 2015 Tacoma GSP)

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

1-05.3 Submittals

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

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

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

- Shop Drawings/Plans
- Product Data
- Samples
- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)
- Guarantees/Warranties (Ref. 1-05.10)

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

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

1-05.3(1) Submittal Schedule

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

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

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

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

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

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

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

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

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

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

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

When the submittal or resubmittal is marked “REVIEWED” no further correspondence is required. When the submittal is marked “REVIEWED WITH COMMENTS” the Contractor shall comply with any comments on the return submittal.

1-05.3(4) Resubmittals

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

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

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
2-03	Gravel Borrow
2-03.3(20)	Existing Reservoir Course or CSBC as Structural Fill
2-12	Construction Geotextile for Soil Separation

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	Stormwater Treatment Structure
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-17	Pipe materials
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
8-01	Dewatering Plan
8-02	Vegetation and Restoration Items
8-21	Permanent Signing Materials
8-22	Pavement Marking Materials

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.

A. Project Red Line Drawings:

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

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

B. Format:

Identify and date each print; include the designation “PROJECT RED LINE DRAWINGS” in a prominent location.

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
2. Identify cover sheets as follows:
   - Specification No.
   - Project Name
   - Date
   - “PROJECT RED LINE DRAWINGS”
   - Name of Engineer
   - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

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

1-05.3(8) Clarifications

Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The Contractor shall provide a clear and concise clarification question, specific project

document reference such as plan detail number or specification number, proposed solution to the clarification question, and provide any supporting documentation necessary to understand the clarification question.

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

Supplement this section with the following:

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

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

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

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

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the Contract.
Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)
Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.19 Project Management Communications (March 16, 2018 Tacoma GSP)

1-05.19(1) Summary

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

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

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

1-05.19(2) Training & Support

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

1-05.19(3) Authorized Users

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

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

1-05.19(4) Communications

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

1. Document Integrity and Revisions: Documents, comments, drawings and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.
2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the

contractual parties' communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**

3. Notifications and Distribution: Document distribution to project members may be accomplished both within the e-Builder® system and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.
    a. Large format documents may be transmitted by hardcopy and electronically via e-Builder® as otherwise agreed, or as otherwise noted in the specifications.
    b. Electronic processes and document types that shall be managed via e-Builder® include, but are not limited to:
        i. Request for Information (RFI)
        ii. Change Order (CO)
        iii. Submittals
        iv. Transmittals, including record of documents and materials delivered in hard copy
        v. Meeting Minutes
        vi. Application for Payments
        vii. Review Comments
        viii. Inspector's Daily Field Reports (IDR)
        ix. Construction Photographs
        x. Drawings
        xi. Supplemental Sketches
        xii. Schedules
        xiii. Specifications
        xiv. Inspection Reports
        xv. Survey Requests
        xvi. TV Inspection Requests

1-05.19(5) Record Keeping

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

1-05.19(6) Minimum Equipment Requirements

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

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

END OF SECTION

1-06 CONTROL OF MATERIAL

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

The first sentence is revised to read:

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

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

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

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;

2. Shall meet the requirements of the Contract and be approved by the Engineer;

3. May be inspected or tested at any time during their preparation and use; and

4. Shall not be used in the Work if they become unfit after being previously approved.

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

This section is revised in its entirety to read:

QPL's are not accepted by the City.

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

This section is deleted in its entirety.

END OF SECTION

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes
(January 6, 2015 TACOMA GSP)

Supplement this section with the following:

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 and APWA Standard Specifications for Road, Bridge, and Municipal Construction.

1-07.2(3) Services

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

1-07.9 Wages

1-07.9(5) Required Documents
(March 1, 2004 Tacoma GSP)

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

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

This section is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

1. Placing materials or equipment in staging or storage areas.

2. Refueling, washing, or maintaining equipment.

3. Stockpiling contaminated materials.

SPCC Plan Element Requirements

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

1. Responsible Personnel

   Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.

2. Spill Reporting

   List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

3. Project and Site Information

   Describe the following items:

   A. The project Work.
   B. The site location and boundaries.
   C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
   D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources

Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

A. Name of material and its intended use.
B. Estimated maximum amount on-site at any one time.
C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
D. Decontamination location and procedure for equipment that comes into contact with the material.
E. Disposal procedures.
F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

5. Pre-Existing Contamination

Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.

6. Spill Prevention and Response Training

Describe how and when all personnel (including refueling Contractors and Subcontractors) will be trained in spill prevention, containment, and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

7. Spill Prevention

Describe the following items:

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

8. Spill Response

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

Response procedures shall be outlined in the Spill Response section and shall include notification to the City of Tacoma Wastewater Treatment Plant

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

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

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment

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

"SPCC Plan," lump sum.

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

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

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

1. All costs associated with creating the accepted SPCC Plan.

2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.

3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.

5. All costs associated with updating the SPCC Plan as required by this Specification.

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

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

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

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

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

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

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

(******)
This section is supplemented with the following:

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

1-07.17 Utilities and Similar Facilities
(June 1, 2023 Tacoma GSP)
The first paragraph is supplemented with the following:

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

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

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

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

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

Garbage, recycling, and yard waste pick up within the project limits is on Thursdays.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(December 17, 2019 Tacoma GSP)

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

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

1-07.23 Public Convenience and Safety

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

This section is supplemented with the following:

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

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

- S 38th Street, between S Mason Ave and S Tyler 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.

Any potential encroachments into the adjacent arterial of S Tyler Street shall be limited to closure of the southbound bike lane or the closure of both bike lanes if the travel lanes must be shifted around the encroachment (and can be done so safely given the raised median present on the north leg of the intersection). The work creating the encroachments shall be limited to working hours only and shall not be left in place during non-working hours. At no time shall a vehicle travel lane be less than 10 feet wide (clear width).

Advance notice for this work shall take the form of notifying adjacent and impacted properties of the work schedule and access plan, which shall rely on publicly available roadways/accessways and other access concessions that are agreed to by the affected properties, if applicable. The minimum width of a public travel lane is 10 feet.

The Contractor shall stage work to maintain access to and egress from all properties at all times. Any road/lane closures shall be coordinated with the adjacent properties, businesses, other contractors working within the project vicinity, local transit agencies and the City. The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least five (5) working days in advance.

A safe pedestrian access shall be provided at all times through the project area. Project work at/near intersection corners that also preclude use of the sidewalk and/or pedestrian ramps shall allow for pedestrian passage to and through the corner (in a direction, or directions, commensurate with work zone allowances) through existing conditions or temporarily established conditions meeting or exceeding the level of accessibility that existed prior to the project. Additionally, spotters shall be provided during working hours (for conditions only present during working hours and not during non-working hours) to assist pedestrians as part of the temporary traffic control provisions.

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor at least seventy-two (72) hours in advance. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer through their inclusion in a submitted traffic control plan (provided at least 10 working days before work begins).

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

It is the intent of the Contract to effectively prevent the deposition of debris on streets in areas of public traffic or where such debris may be transported into a drainage system. When construction operations are such that debris from the work is deposited on the streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or debris which may accumulate on the roadway surface. Should daily removal be insufficient to keep the streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails to keep the streets free from deposits and debris resulting from the work, the Contractor shall, upon order of the Engineer, provide

facilities for and remove all deposits from the tires or between wheels before trucks or other equipment will be allowed to travel over paved streets. Should the Contractor fail or refuse to clean the streets in question, or the trucks or equipment in question, the Engineer may order the work suspended at the Contractor's risk until compliance with Contractor's obligations is assured, or the Engineer may order the streets in question cleaned by others and such costs incurred by the City in achieving compliance with these contract requirements, including cleaning of the streets, shall be deducted from moneys due or to become due the Contractor on monthly estimate. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor's work until compliance is achieved.

1-07.23(2) Construction and Maintenance of Detours
(April 1, 2018 Tacoma GSP)
This section is supplemented with the following:

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

The Contractor shall notify the Engineer five (5) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing, in addition to direct property notices, shall be placed a minimum of five (5) working days prior to implementation of any street closure/detour.

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

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

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

END OF SECTION

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

This section is deleted.

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

This section is deleted.

Replace 1-08.1(8) in its entirety with the following:
1-08.1(8) Subcontracting – Equity in Contracting
(August 8, 2023 Tacoma GSP)

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

1-08.4 Prosecution of Work
Delete this section and replace it with the following:

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

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

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

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

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

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

This project shall be physically completed within 60 working days.

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

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD = 0.15C/T

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

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

END OF SECTION

1-09 MEASUREMENT AND PAYMENT

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

Revise the third paragraph to read:

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

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

Revise item 4 of the fifth paragraph to read:

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

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)

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

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

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

Delete the first four paragraphs and replace them with the following:

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

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

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

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

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

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

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

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

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

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

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

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

1-09.9(1) Retainage
(May 10, 2006 Tacoma GSP)
The fourth paragraph is supplemented with the following:

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

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)
Revise the third paragraph to read:

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

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description
(July 22, 2019 Tacoma GSP)

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

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

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

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

This section is supplemented with the following:

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

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

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

1-10.2 Traffic Control Management

1-10.2(1) General
(January 10, 2022 Tacoma GSP)

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

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

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association

15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

K&D Services Inc.
2719 Rockefeller Ave. Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

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

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

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

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

1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)
(******)
Section 1-10.5(1) is supplemented with the following:

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

payment for obtaining and maintaining traffic control permits and shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

END OF SECTION

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP (******)

2-01.1 Description

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

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

This section is supplemented with the following:

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

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

2-01.2 Disposal of Usable Material and Debris

The second paragraph is revised to read:

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

2-01.3(1) Clearing

This section is revised to read:

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

2-01.3(2) Grubbing

Item e is revised to read:

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

2-01.3(3) Vacant

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

2-01.3(3) Special Tree Protection

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

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

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

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

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

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

Fill within the TPZ shall be limited to 1-foot depth maximum of uncompacted well-draining soil. In areas where fill is required, the Certified Project Arborist must review for acceptance. All fill materials must be kept 1-foot at a minimum away from the trunks of trees.

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

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

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

2-01.4 Measurement

This section is supplemented with the following:

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

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

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

2-01.5 Payment

This section is supplemented with the following:

“Special Tree Protection”, per each.

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

END OF SECTION

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

2-02.1 Description

This section is supplemented with the following:

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

The work to remove, retain, and reinstall existing planter strip landscape rocks and landscape fabric as impacted by construction shall additionally be included in “Removal of Structures and Obstructions.”

The work to remove and the work to replace the existing water hydrant’s concrete pad as needed to facilitate the adjacent curb construction shall additionally be included in “Removal of Structures and Obstructions.” If replaced, the concrete pad shall be air entrained Class 3000 having minimum dimensions of 7.5’ long, planter width wide, and 6” thick.

The Work described in this section shall also include the removal and disposal of existing speed bumps where identified on the Plans.

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

This section is deleted.

Section 2-02.3 is supplemented with the following:

2-02.4 Vacant

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

2-02.4 Measurement

This section is supplemented with the following:

No specific unit of measure will apply to the lump sum item “Removal of Structure and Obstruction”.

“Remove Speed Bump” will be measured per each.

Existing speed bump(s) at approximately STA 101+30 shall be measured as one (1) singular speed bump for the purposes of removal.

No separate measurement for payment will be made for all other tree protection as identified on the Plans.

2-02.5 Payment

This section is supplemented with the following:

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

The unit contract price for "Removal of Structure and Obstruction" shall be full compensation for all labor, tools, equipment, and materials necessary to remove, haul, and dispose of the material off-site at a Contractor-obtained legal disposal site, or retain items and reinstall where either noted on the Plans or when directed by the Engineer. In addition, all backfill and compaction of backfill, as defined in the Plans and these Specifications needed to fill the void left after the removal shall be included in the lump sum cost for "Removal of Structure and Obstruction."

"Remove Speed Bump", per each.

The unit contract price for "Remove Speed Bump" shall be full compensation for all labor, tools, equipment and materials necessary to remove, haul, and dispose of the speed bump material off-site at a Contractor-obtained legal disposal site.

END OF SECTION

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

2-03.1 Description

The last sentence of the first paragraph is deleted.

2-03.2 Vacant

Section 2-03.2, including title, is modified to read as follows:

2-03.2 Materials

This section is supplemented with the following:

Gravel Borrow	9-03.14(1)

Gravel Borrow shall additionally meet the following requirements:

- At least 30 percent of the material shall be gravel (retained on the U.S. No. 4 Sieve).
- The percentage of fines (the portion passing the U.S. No. 200 sieve) shall be less than 5 percent.
- The gradation shall have a coefficient of uniformity (Cu) greater than 4 and a coefficient of curvature (Cc) between 1 and 3.

2-03.3 Construction Requirements

2-03.3(5) Slope Treatment

This section is deleted.

2-03.3(14)E Unsuitable Foundation Excavation

This section is supplemented with the following:

Following roadway excavation and/or clearing and grubbing to expose the subgrade, unsuitable foundation material shall be removed from the subgrade and the void shall be backfilled and compacted with gravel borrow as directed by the Engineer to provide an unyielding base for roadway embankment.

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

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

This section is deleted.

Add the following new section:

2-03.3(20) Reuse of On-Site Material as Structural Fill

Existing AASHTO No. 57 reservoir course is anticipated to be encountered in the existing road section. Crushed surfacing base course material (9-03.9(3)) may also be encountered. Upon inspection and approval by the project geotechnical engineer, and a sieve analysis provided by the Contractor at their own expense, the Contractor may reuse this material in lieu of gravel borrow as structural fill in over excavated areas as

shown in the Plans. Contractor shall provide two (2) weeks advance notice to the project geotechnical engineer prior to inspection of the material. The Contractor shall not assume approval of reuse of any on-site material will be granted. On-site material not confirming to AASHTO No. 57 or 9-03.9(3) crushed surfacing base course shall be rejected.

All costs for hiring the project geotechnical engineer will be supplied by the Contracting Agency. All costs resulting from construction delay due to the Contractor not providing the aforementioned advanced notice to the geotechnical engineer, or delay due to the timing of the contractor provided sieve analysis will be the responsibility of the Contractor.

2-03.4 Measurement

This section is supplemented with the following:

No separate measurement for payment will be made for existing roadway geotextile excavation, removal, and disposal, but shall instead be incidental to other items in the Proposal.

2-03.5 Payment

This section is supplemented with the following:

"Extra Excavation and Dewatering", per force account.

Payment for "Extra Excavation and Dewatering" shall be made by force account as provided in Section 1-09.6. to include all additional excavation, subgrade compaction, and dewatering work as required by the onsite Geotechnical Engineer during construction, and not covered under another bid item within the Proposal. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for "Extra Excavation and Dewatering" to become a part of the total bid by the Contractor.

END OF SECTION

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

2-06.3 Construction Requirements

2-06.3(2) Subgrade for Pavement

This section is supplemented with the following:

After excavation to subgrade has been completed, and if earthwork is completed in dry weather, the roadway subgrade shall be thoroughly proof-rolled/compacted with multiple passes of a heavily loaded rubber-tired compaction construction equipment under the direct observation of the project geotechnical engineer.

In a situation of persistent wet weather conditions, the subgrade shall be evaluated by the project geotechnical engineer through hand probing. Contractor must use a smooth bucket excavator when excavating in wet weather to limit subgrade disturbance.

If soft, yielding or otherwise unsuitable areas are observed during proof-rolling/probing that cannot be compacted to a stable and uniformly dense condition as determined by the project geotechnical engineer, additional over excavation may be necessary. Contractor shall provide two (2) weeks advance notice to the project geotechnical engineer prior to inspection of the proof-rolling/probing.

Upon preparation and inspection of the subgrade surface, immediate placement of the nonwoven soil stabilization fabric per 2-12 is required. In wet weather conditions, the nonwoven soil stabilization fabric and gravel borrow layer are required to be placed in the same work shift as subgrade preparation and inspection for a given area of prepared subgrade. During wet weather, excavation of smaller sections of roadway subgrade is recommended.

All costs for hiring the project geotechnical engineer will be supplied by the Contracting Agency. All costs resulting from construction delay due to the Contractor not providing the aforementioned advanced notice to the geotechnical engineer, or construction delay due to construction techniques as directed by the geotechnical engineer in the field, will be the responsibility of the Contractor.

END OF SECTION

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

2-07.3 Construction Requirements

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

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

Section 2-07.3 is supplemented with the following:

2-07.3(1) Water Supplied from Hydrants

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

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

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

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

END OF SECTION

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

2-09.4 Measurement

This section is supplemented with the following:

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

The fourth paragraph is revised to read:

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

2-09.5 Payment

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

"Structure Excavation Class B", per cubic yard.

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

END OF SECTION

2-12 CONSTRUCTION GEOSYNTHETIC (******)

2-12.1 Description

This section is supplemented with the following:

This work shall consist of furnishing and installing geotextile fabric as shown in the Plans and directed by the Geotechnical Engineer in the field.

2-12.2 Materials

This section is supplemented with the following:

The geotextile shall be a non-woven geotextile for soil stabilization meeting the requirements of Section 9-33.2(1), Table 3.

2-12.3 Construction Requirements

This section is supplemented with the following:

The geomembrane liner shall be jointed / seamed as per the manufacture's recommendations.

2-12.4 Measurement

This section is replaced with the following:

Construction geotextile for soil stabilization shall be measured as "Construction Geotextile for Soil Stabilization", per square yard.

Add the following new section:

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

2-13.1 Description

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

2-13.2 Definition of Vegetation

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

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

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

2-13.3 Construction Requirements

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

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

2-13.4 Measurement

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

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

Trees and stumps will be classified as follows:

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

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

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

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

Add the following new section:

2-14 PAVEMENT REMOVAL (March 17, 2003 Tacoma GSP)

2-14.1 Description

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

2-14.2 Pavement Classification

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

Type I Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.

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

Type III Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.

Class A2 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.

Class A4 Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.

Class A8 Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.

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

Class C12 Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.

Class CA Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

Class H Class H pavement removal shall apply to early type pavement of a cement concrete base with a brick or cobblestone surface and potentially an additional layer of asphalt concrete pavement for which the total combined thickness of the pavement averages between ten inches and twenty inches.

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

Type I pavement removal will be measured in its original position through the use of survey techniques.

Areas of asphalt patches, within the extent of the pervious concrete removal on South 38th Street, shall be included in the measurement for “Remove Existing Pavement, Type I, Class C12.”

2-14.5 Payment

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

“Remove Existing Pavement, Type ___Class___”, per square yard

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

END OF SECTION

Add the following new section:

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

2-15.1 Description

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

2-15.2 Curb Classification

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

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

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

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

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

2-15.3 Construction Requirements

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

2-15.4 Measurement

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

2-15.5 Payment

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

“Remove Curb”, 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

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

2-16.1 Description

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

2-16.2 Vacant

2-16.3 Construction Requirements

Where the structures are removed, the excavation shall be backfilled with imported backfill material.

Payment will be made at the unit contract price of the item in the proposal. All pipe openings shall be plugged in accordance with 7-08.3(4) where noted in the Plans.

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

2-16.4 Measurement

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

2-16.5 Payment

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

“Remove Manhole”, per each

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

END OF SECTION

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

3-04.1 Description

The first and third paragraphs are deleted.

The fourth paragraph is revised to read:

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

3-04.3(1) General

The first sentence is revised to read:

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

3-04.3(4) Testing Results

This section is replaced with the following:

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

3-04.3(6) Statistical Evaluation

This section is deleted:

END OF SECTION

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

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

This section is supplemented with the following:

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

END OF SECTION

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

5-02.3(1) Equipment

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

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

END OF SECTION

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

This Section is revised according to the following overriding provisions:

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

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

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

5-04.1 Description
(******)

This section is supplemented with the following:

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

5-04.2 Materials

5-04.2(1) How to Get an HMA Mix Design on the QPL
(April 1, 2018 Tacoma GSP)

For Subsection 5-04.2(1) the term "Contracting Agency" is revised to read "WSDOT".

Add this new section:

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

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

Aramid fibers shall meet the following requirements:

Length	¾" (19mm)
Form	Monofilament
Acid/Alkali Resistance	Inert

Tensile Strength	400,000 psi
Specific Gravity	1.44
Operating Temperatures	-100° F to 800° F (-73° C to 427° C)

Polyolefin fibers shall meet the following requirements:

Length	¾" (19mm)
Form	Serrated
Acid/Alkali Resistance	Inert
Specific Gravity	0.91

5-04.2(2) Mix Design – Obtaining Project Approval
(April 1, 2018 Tacoma GSP)
This section is revised to read:

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

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

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

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

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

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

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

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

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

5-04.2(2)B Using HMA Additives
(April 1, 2018 Tacoma GSP)
This section is revised to read:

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

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(2) Paving Under Traffic
(April 1, 2018 Tacoma GSP)
The second paragraph is supplemented with the following:

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

5-04.3(3)C Pavers
(April 1, 2018 Tacoma GSP)
The second paragraph is deleted.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

None

5-04.3(4)C Pavement Repair
(April 1, 2018 Tacoma GSP)
This section is revised to read:

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

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

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

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

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

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

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

5-04.3(6) Mixing
(Aug 1, 2020 Tacoma GSP)
The first paragraph is revised to read:

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

5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

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

5-04.3(9) HMA Mixture Acceptance
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

5-04.3(9)A Test Sections
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

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

5-04.3(9)B Mixture Acceptance – Statistical Evaluation
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation

5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots
This section is revised to read:

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

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

5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof).

5-04.3(10)B HMA Compaction - Cyclic Density
(April 1, 2018 Tacoma GSP)
This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

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

5-04.3(17) Fiber Reinforced HMA
(******)

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

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

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

Fiber shall be mixed with the HMA in accordance with the fiber manufacturer’s recommendations.

5-04.4 Measurement
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

Speed Bump will be measured per each.

5-04.5 Payment
(April 1, 2018 Tacoma GSP)
Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are deleted.

This section is supplemented with the following:

"Fiber Reinforced HMA Cl. __ PG __", per ton.

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

"Speed Bump", per each.

The Unit Contract price per each for "Speed Bump" shall be full payment for all labor, equipment and materials required to construct the speed bump, including white plastic markings, as shown on the Plans.

END OF SECTION

7-04 STORM SEWERS
(March 17, 2003 Tacoma GSP)

This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.

END OF SECTION

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS (March 23, 2010 Tacoma GSP)

7-05.1 Description

This section is supplemented with the following:

All references to sanitary sewers shall be construed to also mean storm sewers.

This Work shall also include furnishing and installing a prefabricated stormwater treatment structure of the type and size detailed in the Plans.

7-05.2 Materials

This section is supplemented with the following:

Material for a foundation beneath the stormwater treatment structure shall be crushed surfacing top course per Section 9.03.9(3).

The Stormwater Treatment Structure shall be a precast catch basin structure as manufactured by Contech and as detailed in the Plans. Structure hatches shall have a HS-20 loading and shall be of the size and type as detailed in the Plans. Internal Stormwater Treatment Structure components shall be provided by Contech and shall be StormFilter components as detailed in the Plans.

7-05.3 Construction Requirements (******)

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

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

This section is supplemented with the following:

Unless otherwise directed by the Engineer, the Stormwater Treatment Structure shall be placed to grade upon 12 inches of crushed surfacing top course.

Backfill for the Stormwater Treatment Structure shall meet the requirements of Section 9-03.12(2) for Gravel Backfill for Walls. Recycled concrete shall not be used for backfill or extra excavation area backfill.

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

Tacoma Central Treatment Plant
2201 Portland Avenue E.

Tacoma, WA 98421

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

7-05.3(1) Adjusting Manholes and Catch Basins to Grade
This section is revised to read:

7-05.3(1) Adjusting Utility Structures to Grade

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

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

7-05.3(3) Connections to Existing Manholes
The first sentence is revised to read:

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

Add the following new section:
7-05.3(5) Stormwater Treatment Structure

The internal components of the stormwater treatment facility shall be installed in accordance with Manufacturer's recommendations. The Contractor shall provide shop drawings for the structure for review by the Engineer prior to procuring the system. Engineer shall have up to 15 working days for review of shop drawings prior to procurement/installation.

All inlet and outlet pipe connections shall be made in accordance with Section 7-05.3.

The Contractor shall be responsible for installing the filter cartridges as provided by the Manufacturer. The Contractor shall take appropriate action to protect the cartridges from sediment and other debris during construction and until final inspection of the facility. Filter cartridges shall not be placed in operation until the structure is clean and free of debris and the project site is stabilized. The project site includes any surface that contributes storm drainage to the system. All impermeable surfaces shall be clean and free of dirt and debris prior to filter cartridge installation. The Contractor shall work with the manufacturer to assist with system activation and/or inspect the system for proper installation once site is clean and stabilized. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense to the Contracting Agency. A minimum of 2-week notice shall be provided to the manufacturer prior to their performance of the services included under this subsection. All costs and delays associated with Contractor coordination with the manufacturer will be the responsibility of the Contractor.

Backfilling of the Stormwater Treatment Facility shall be accomplished in such a manner that the facility will not be damaged by impact or overloading. Backfill above the Stormwater Treatment Facility shall be placed in accordance with Section 2-03.3(14)C, Method C. All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D.

7-05.4 Measurement

The sixth paragraph is revised to read:

Connections to existing structures will be measured per each.

This section is supplemented with the following:

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

Adjust existing utility to grade will be measured per each.

Stormwater Treatment Structure will be measured per each.

7-05.5 Payment

The first paragraph is supplemented with the following:

The pay item for "Connection to Drainage Structure" is revised to read:

"Connect New Sewer Pipe ___ In. Diam. to Existing Structure", per each

This section is supplemented with the following:

"Reconnect Existing Sewer Pipe, ___ In. Diam., to New Structure", per each.

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

''Adjust Existing Manhole, Install New Frame and Cover'', per each

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

"Adjust Existing Utility to Grade", per each

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

"Stormwater Treatment Structure", per each

The unit Contract price for "Stormwater Treatment Structure" shall be full compensation for furnishing all labor, tools, materials, and equipment necessary for complete installation of the structure, including but not limited to, foundation and crushed surfacing backfill material, internal components, compaction, adjustment to grade, disposal of excess backfill material, frame and grate installation, grout application, cleaning, television inspection, training and testing.

All costs for television inspection meeting the requirements of 7-17.3(2)H for the full length of 12-inch pipe directly upstream (west) of the Stormwater Treatment Structure shall be included in the cost of "Stormwater Treatment Structure."

END OF SECTION

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

7-07.3 Construction Requirements

Item three of paragraph two is revised to read:

3. If sediment and water from structures does not meet the conditions described in 1 or 2 above, the Contractor shall collect and dispose of all water used and all debris generated in cleaning operations. No cleaning water or debris shall be flushed downstream beyond the limits of the work.

This section is supplemented with the following:

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

7-07.5 Payment

This section is revised to read:

All costs for cleaning existing drainage structures shall be included in the per each unit price for “Connect New __ In. Diam. Sewer Pipe to Existing Structure.”

END OF SECTION

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS (******)

7-08.3 Construction Requirements

7-08.3(1)A Trenches

The tenth paragraph of this section is deleted. All dewatering requirements are found in section 8-01.3(1)C.

7-08.3(1)C Bedding the Pipe

This section is supplemented with the following:

Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma Standard Plan No. SU-16.

7-08.3(2) Laying Pipe

7-08.3(2)F Plugs and Connections

This section is supplemented with the following:

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

7-08.3(2)G Jointing of Dissimilar Pipe

This section is revised to read:

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

7-08.3(3) Backfilling

The second paragraph is revised to read:

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

The fourth paragraph is revised to read:

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

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

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

7-08.3(4) Plugging Existing Pipe

This section is supplemented with the following:

The commercial concrete used to abandon and plug the existing pipes connection at storm manhole STA 100+82.63 as shown in the Plans shall be flush with the edge of the existing PVC pipe on the manhole side. The Contractor shall take care to contain the concrete to the connection being abandoned and to maintain the condition of the existing manhole.

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

7-08.3(5)A General Requirements

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

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

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

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage or stormwater shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall be redirected into the appropriate sewer system. The discharge of storm water to private property, city streets, sidewalks, sanitary sewer, or any location other than an approved storm sewer is prohibited. The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer is

prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines should the Contractor's operation cause any backups, overflows, or property damage.

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

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

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

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

7-08.3(5)B Backup Equipment and Monitoring

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

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

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

7-08.3(5)D Bypass Pumping Plan

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

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

1. Location of pumps and generators
2. Method, type, and size of plugs
3. Size, material, location, and method of installation of suction piping

4. Size, material, location, and method of installation of discharge piping
5. Bypass pump sizes, capacity, number of each to be on site
6. For pipes sized 12-inches and greater (excluding catch basins), calculations of static lift, friction losses, and flow velocity, including pump performance curves showing pump operating range
7. Power generator and standby size and location
8. Method of noise control for pumps and generators to comply with the City's noise ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
9. Calculations for selection of bypass pumping pipe sizes
10. Method of protecting discharge manholes from erosion or damage
11. All backup equipment including pumps, hoses, generators, and pipe
12. Contractor's 24-hour emergency contact name and phone number
13. Description of proposed contingency plan and clean up method for any spills that may occur.
14. Temporary traffic control plan to be in place for duration of temporary bypass pumping as necessary.

7-08.4 Measurement

This section is supplemented with the following:

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

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

No separate measurement for payment will be made for Contractor testing of native material for possible use as backfill above the pipe zone, but shall instead be incidental to other items in the Proposal.

7-08.5 Payment

This section is supplemented with the following:

"Temporary ___ Sewer Bypass", per lump sum.

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

"Temporary ___ Sewer Bypass Plan", per lump sum

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

END OF SECTION

7-17 SANITARY SEWERS
(******)

7-17.1 Description
This section is supplemented with the following:

All references to sanitary sewer shall also mean storm sewers.

7-17.2 Materials
The first paragraph is revised to read:

Pipe materials used for storm and sanitary sewers shall be as shown on the plans. All references to PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be permitted.

7-17.3 Construction Requirements

7-17.3(2)A General
The first paragraph is revised to read:

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

7-17.3(2)H Television Inspection
The first sentence is revised to read:

General

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

Schedule & Review Requirements

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

The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the Engineer may be present during the inspection if so elected. The inspection video and associated database file for each pipe segment, including all side sewers (if applicable), shall be submitted to the Contracting Agency for review and approval within ten (10) working days of the installation. The Engineer may take up to ten (10) working days to review the files. If more than ten(10) working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with Section 1-08.8. No claim will be allowed for damages and no extension of time will

be granted resulting from the rejection of a video or database due to not meeting the technical requirements or construction defects identified in the video.

Inspection and Video Criteria

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

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

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

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

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

The Contractor shall maintain sufficient light levels within the main to allow for visual inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impeded.

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

- Date of Inspection
- Main segment number (SAP)
- Upstream and Downstream Manhole Numbers (SAP)
- Street Location
- Setup (Normal or Reverse Flow)
- Pipe size and material
- Status (Active or Inactive) of all side sewers
- Location, length, and depth of water of sags
- Location and description of all other defects

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

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

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

7-17.4 Measurement

This section is supplemented with the following:

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

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

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

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

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

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

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

No specific unit of measurement will apply for Contractor provided Television Inspection. All costs shall be included in the per foot price of pipe installed.

7-17.5 Payment

The first paragraph is supplemented with the following:

"PVC Storm Sewer Pipe ___In. Diam.", per linear foot.

The second paragraph is revised to read:

The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full pay for the furnishing, hauling, and assembling in place the complete installation, including but not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe bedding and backfill material within the pipe zone, and all wyes, tees, special fittings, rigid couplings, joint materials, and other appurtenances, including Ethafoam for separation, necessary for the completion of the installation to the required line and grade, unless proposal items are included for these specific items of work, and shall also include all costs associated with cleaning the pipe and performing and submitting television inspection videos. Sewer pipe per linear foot shall not be paid until the Contracting Agency has reviewed and approved the CCTV inspection video and database.

The pay item "Removal and Replacement of Unsuitable Material" is revised to read:

"Removal and Replacement of Unsuitable Material", per cubic yard.

The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable Material" shall be full pay for all work required to haul and dispose of unsuitable material as specified in Section 7-08.3(1)A, including all tipping fees, material testing, and all other associated disposal fees established at the disposal site; and the furnishing of suitable backfill material as specified in Section 7-08.3(3).

All material excavated from the trench shall be considered unsuitable for backfill above the pipe zone and shall be removed and replaced with imported backfill, meeting the requirements of Section 9-03.12(2).

END OF SECTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL (******)

8-01.1 Description

This section is supplemented with the following:

The City of Tacoma Stormwater Management Manual is available on the City's website at www.cityoftacoma.org/stormwatermanual.

8-01.3 Construction Requirements

8-01.3(1)A Submittals

This section is revised to read:

The Contractor shall prepare and implement a project-specific Construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater Management Manual (SWMM), Volume 2. The SWPPP is a document that describes the potential for pollution problems on a construction site and explains and illustrates the measures to be taken on the construction site to control those problems.

The Construction SWPPP shall be prepared as a stand-alone document consisting of two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary Erosion and Sediment Control (TESC) Plans.

The Contracting Agency has prepared the Construction Stormwater Pollution Prevention Plan Checklist to aid the Contractor in development of the SWPPP. This checklist provides the Contractor with a tool to determine if all the major items are included in the Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2 of the SWMM. Contractors are encouraged to complete and submit this checklist with the Construction SWPPP.

The Department of Ecology has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Ecology's website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html. The Contractor developing the SWPPP must ensure that all references are appropriate for the City of Tacoma.

The SWPPP is considered a "living" document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP and TESC Plan shall remain on-site at all times and an additional copy shall be forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and TESC Plan may be forwarded to the Engineer rather than submitting a complete document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along with the original SWPPP document.

The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working day following the inspection.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and Sediment Control (CPESC) certificate from a course approved by the Washington State Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP and as shown on the TESC plan. Implementation shall include, but is not limited to the following:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.
2. Performing monitoring as required by the NPDES Construction Stormwater General Permit.
3. Inspecting all on-site erosion and sediment control BMPs at least once every calendar week and within 24 hours of any discharge from the site. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
    a. When, where, and how BMPs were installed, maintained, modified, and removed.
    b. Observations of BMP effectiveness and proper placement.
    c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
    d. Approximate amount of precipitation since last inspection and when last inspection was performed.
4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
    a. SWPPP Inspection Reports or Forms.
    b. SWPPP narrative.
    c. National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
    d. All documentation and correspondence related to the NPDES Construction Stormwater General Permit.
    e. Other applicable permits.

Upon request, the file shall be provided to the Engineer for review.

8-01.3(1)C Water Management

This section is revised to read:

The Contractor is responsible for keeping excavations and roadway subgrade free from standing water during construction and disposing of the water in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public. Groundwater flowing toward, into, or within excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

Dewatering Requirements. The Contractor shall design, construct, and operate a dewatering system in accordance with this Section and the SAD Authorization. The Contractor shall have competent workers available at all times for the continuous and successful operation of the dewatering and monitoring system.

Dewatering Plan. The Contractor shall submit Type 2 working drawings consisting of a dewatering plan to the Engineer for review in accordance with Section 1-05.3 prior to the start of construction. Review of the dewatering plan submitted by the Contractor shall not relieve the Contractor from full responsibility for adequate design and performance of the system. The Contractor shall be solely responsible for the proper design, installation, operation and maintenance of the dewatering system. The Contractor shall be liable for any damages caused by system failure. The review of the dewatering plan and equipment by the Engineer shall in no way relieve the Contractor of his responsibility and public liability.

The dewatering plan shall include the following components:

1. System Components – Describe the method and equipment proposed for dewatering the excavation. The Contractor shall have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding.
2. Treatment Method – Describe how dewatering water that is to be discharged to the City's sanitary sewer system will be treated to meet the applicable discharge limits of the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08. Provide applicable calculations.
3. Point of Discharge – Describe the point of discharge of the dewatering water. Any discharges to private property will require written documentation from the property owner that this point of discharge is permitted. The Contractor shall provide all proposed points of discharge as part of the Special Approved Discharge Authorization Application.
4. Maintenance Plan – Describe how the designed system will be maintained over the course of the project.
5. Monitoring Plan – Describe how discharge will be monitored to ensure compliance with all discharge requirements.
6. Special Approved Discharge (SAD) Authorization Application – The Contractor shall apply for a SAD Authorization as part of the dewatering plan. No discharge of dewatering water to the City's sewer systems will

be permitted without obtaining this authorization. The City Construction Manager will provide the SAD authorization application to the Contractor after award of the contract.

Requirements for Dewatering Water Discharge to the Storm Sewer System. Dewatering water will not be permitted to be discharged into the stormwater system on this project.

Requirements for Dewatering Water Discharge to the Sanitary Sewer System. Prior to discharge of dewatering water to the City's sanitary sewer system, sediment control BMPs must be employed. Groundwater discharges to the sanitary sewer system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

In addition to the TSS Requirements, the water shall contain no visible oil sheen or chemical odors. If the Contractor encounters any signs of oil within the soil or dewatering water, including any sheen on the water, and/or any chemical odor in the water or soils, the Engineer and Source Control shall be notified immediately and all discharges to the sanitary sewer system shall be stopped immediately.

In the presence of oil sheens and/or chemical odors, the Contractor shall test the dewatering water prior to discharge for contaminants referenced in the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the City's sanitary sewer system shall not exceed the limits of the Special Approved Discharge Authorization or TMC 12.08.020, whichever is most stringent.

The Contractor shall control the flow of water into the downstream system to ensure that the capacity of the City's sanitary sewer system is not exceeded as a result of the additional flows caused by the dewatering water. The Contractor shall contact the Engineer to request pipe capacity information for the Contractor's proposed discharge points.

The Contractor shall measure and record in gallons the total quantity of dewatering water discharged to the sanitary sewer system. This can be done by metering the flow or calculating batch discharges based on the volume of tanks used. In accordance with the SAD Authorization, the Contractor shall report the discharge quantities with the associated test results to Source Control.

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding

The first paragraph is supplemented with the following:

All temporary seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Chewings or Annual Bluegrass *Festuca rubra var. commutate or Poa anna*	40

Perennial Rye *Lolium perenne*	50
Redtop or Colonial Bentgrass *Agrostis alba or Agrostis tenuis*	5

The rate of application shall be 120 lbs. per acre.

The fourth paragraph is supplemented with the following:

Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown with the sower moving in one direction, and the remainder with the sower moving at right angles to the first sowing.

8-01.3(2)D Temporary Mulching

The first paragraph is supplemented with the following:

Moderate-Term Mulch shall be applied at a rate of 3,500 lbs. per acre.

8-01.3(2)E Tackifiers

This section is supplemented with the following:

Organic Tackifier shall be applied at a rate per manufacturer's instructions.

8-01.3(8) Street Cleaning

The third paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9) Sediment Control Barriers

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an internal device or 1/3 the height of the external device (or less when so specified by the manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

The section is supplemented with the following:

Only bag-type filters are allowed for use in the public right of way.

8-01.4 Measurement

8-01.4(2) Item Bids

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

No specific unit of measurement shall apply to the lump sum item “Dewatering Control.”

8-01.5 Payment

8-01.5(2) Item Bids

The pay item “Erosion/Water Pollution Control”, by force account as provided in Section 1-09.6 is revised to read:

Installation, maintenance, and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities and any additional Work deemed necessary by the Engineer to control erosion and water pollution, including street cleaning, will be paid by force account in accordance with Section 1-09.6. Directing implementation by ESC Lead of the measures identified in the SWPPP, shown on the TESC plan, and all other work as included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-09.6.

This section is supplemented with the following:

“Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum.

The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan. Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or according to these specification and the plans, removal shall be included in the lump sum or unit cost for these respective BMPs.

“Dewatering Plan”, per lump sum.

The lump sum Contract price for “Dewatering Plan” shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Dewatering Plan.

“Dewatering Control” per lump sum.

The lump sum Contract price for “Dewatering Control” shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 8-01.3(1)C, including contaminant testing, furnishing, transporting, assembling, operating, monitoring, inspecting, maintaining and removing all dewatering equipment in accordance with the SAD Authorization.

END OF SECTION

8-02 ROADSIDE RESTORATION (******)

8-02.1 Description

This section is supplemented with the following:

The Work included in "Landscape Restoration" shall include restoration of all landscaped areas within the "Clearing and Grubbing" limits, as shown on the Plans. "Landscape Restoration" shall also include reinstallation of all property landscaping elements necessary to restore surface areas which were removed and retained, which are not included in other Bid items.

This Work shall also include roadside maintenance and construction cleanup in accordance with the Specifications.

8-02.3 Construction Requirements

This section is supplemented with the following:

Soil excavated in connection with this Work shall be included in the measurements and payments for "Roadway Excavation ____ Incl. Haul" in accordance with Section 2-03, Roadway Excavation and Embankment.

The Contractor shall haul and dispose of all soil material excavated from the Project site in accordance with Section 2-03.

8-02.3(1) Responsibility During Construction

The third paragraph is revised to read:

The Contractor shall protect existing trees, grass and vegetation in accordance with the Plans and Section 2-01.3(3). The Contractor shall protect existing planting beds, lawn and grass areas as shown per Plans in accordance with City of Tacoma Standard Plan GSI-01a. The Contractor shall protect existing trees in accordance with City of Tacoma Standard Plans LS-08, LS-09, LS-10, and LS-11, unless these are to be removed per Plans and Specifications.

This section is supplemented with the following:

The Contactor shall not dump or stockpile topsoil, compost, mulch, or any other landscape materials directly on roadway surfaces and shall employ the appropriate BMPs for stockpiling at a stockpile site out of the right-of-way. The Contractor shall place landscape materials such as Topsoil, Compost or Mulch immediately upon delivery to the jobsite. The Contractor may request to stockpile these materials in writing by submitting a Roadside Work Plan. Stockpiling in the public right-of-way shall only be permitted as approved in writing by the Engineer.

The Contractor shall notify the Engineer of any conflict between the proposed work and any obstructions, and shall repair damage in accordance with Section 1-07.16, Protection and Restoration of Property.

Prior to starting work, the Contractor shall locate and protect all underground utilities in accordance with Section 1-07.17, Utilities and Similar Facilities.

8-02.3(2)A Roadside Work Plan

Item 1.b. is revised to read:

Means and Methods for vegetation protection in accordance with City of Tacoma Standard Plans GSI-01a, LS-08, LS-09, LS-10, and LS-11; and Section 1-07.16(2).

8-02.3(8)C Pruning, Staking, Guying, and Wrapping

This section is supplemented with the following:

Under no circumstances shall tree or shrub pruning be done prior to inspection and approval by the Engineer. Pruning cuts shall only be made to remove dead, damaged, diseased, or broken branches, and in no case shall remove the leader of the tree. If approved, all cuts shall be made in accordance with the ANSI A300 pruning standards at the point of connection with the parent stem, outside of the branch collar, leaving no stubs.

Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large (greater than 1.5") wounds or weaken the tree will not be acceptable. All pruning shall produce a clean cut without bruising or tearing the bark.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous or evergreen trees will not be permitted. All trimmings and other debris left over from the planting operations shall be collected and disposed of off the site. All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or cables.

8-02.3(16) Roadside Maintenance Under Construction

This section is supplemented with the following:

Construction Cleanup

Where staining, dust or other material has visibly accumulated on the adjoining buildings and sidewalks as a result of the Contractor's Work, the Contractor shall clean these off as directed by the Engineer. The Contractor shall remove all siltation, spoils, debris and solid waste resulting from the Contractor's activities along the project right of way and dispose of it in accordance with the Contract. The cost for any cleanup described in Section 8-02 shall be included in the lump sum Contract price for "Roadside Restoration".

Section 8-02.3 is supplemented with the following:

8-02.3(17) Tree Protection

The Contractor shall adhere to the requirements in City of Tacoma Standard Plans LS-08 through LS-11 and the arborist monitoring during construction requirements as detailed in 2-01.3(3). Tree protection signs can be found in Appendix 5 of the Urban Forest Manual, which is available for download on the City of Tacoma's website.

8-02.4 Measurement

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item “Landscape Restoration”.

8-02.5 Payment

This section is supplemented with the following:

“Landscape Restoration”, per lump sum.

The lump sum contract price for “Landscape Restoration” shall include any restoration of landscape (and associated items not covered under a bid item) necessary to restore surface areas as shown on the Plans where pavement has been removed or where excavation has occurred in construction of storm, sewer, and side sewers, pavement, sidewalks and curb ramps. Payment for “Landscape Restoration” shall be full pay for all materials, labor, tools, equipment and supplies necessary for complete restoration and necessary for weed control within planting areas, seeding, fertilizing and mulching, soil amendment, installation of bark or wood chip mulch, installation of topsoil, planting area preparation, fine grading, planting, cultivating, and clean-up for the particular items called for in the Plans until the physical completion date of the contract. Any restoration needed due to damage or disturbance caused by Contractor beyond the limits of work shall be performed at the Contractor’s expense.

END OF SECTION

8-04 CURBS, GUTTERS, AND SPILLWAYS (******)

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

The first paragraph is revised to read:

Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.

Section 8-04.3 Construction Requirements is supplemented with the following:

8-04.3(6) Cold Weather Work

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

- 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.

8-04.5 Payment

This section is supplemented with the following:

The unit Contract price per linear foot for “Cement Conc. Traffic Curb and Gutter” shall be full payment for all costs incurred to carry out the requirements of Section 8-04, including curb drains, gutter pan widening around structures where detailed in the Plans, and connection to existing roof drains in accordance with the Contract.

END OF SECTION

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (******)

8-06.3 Construction Requirements

The first paragraph is revised to read:

Cement concrete driveway approaches shall be constructed with Class 4000, 3 day high early strength air entrained concrete conforming to the requirements of Section 6-02 of the Standard Specifications.

This section is supplemented with the following sub-section:

8-06.3(1) Cold Weather Work

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

- 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.

8-06.5 Payment

The third paragraph is revised to read:

Excavation required for the construction of the driveway entrance, including costs associated with excavating such as haul and disposal, shall be included in the unit Contract price for “Cement Conc. Driveway Entrance Type ___” regardless of depth.

END OF SECTION

8-21 PERMANENT SIGNING
(******)

8-21.1 Description

This section is supplemented with the following:

This Work shall include removing existing signs and posts, installing new signs and posts, and re-installing existing signs as impacted during construction, in accordance with the Plans and as directed by the Engineer.

This Work also consists of providing, placing, and maintaining temporary signage throughout the project, and removal of temporary signage at the completion of the project as detailed on the Plans.

8-21.5 Payment

Section 8-21.5 is supplemented with the following:

The lump sum contract price for “Permanent Signing” shall include all costs for removal of existing signs and posts, installation of new signs and posts, and re-installation of existing signs.

END OF SECTION

8-22 PAVEMENT MARKING
(April 1, 2018 Tacoma GSP)

8-22.2 Materials
This section is supplemented with the following:

All legends and arrows including speed bump markings shall be a Preformed retro-reflective thermoplastic pavement marking material incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and Portland Cement Concrete pavements by means of heat fusion. All pavement markings shall be hot applied thermoplastic. The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

8-22.3 Construction Requirements

8-22.3(3)E Installation
This section is supplemented with the following for applying Type B material:

Effective Performance Life: When properly applied, in accordance with manufacturer's instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

Material Replacement Provisions: Any properly applied preformed marking materials that shall smear or soften independent of pavement movement or condition within a period of one year from date of application shall be replaced by the supplier.

Installation: The preformed marking materials shall be applied in accordance with the manufacturer's recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the "Manual on Uniform Traffic Control Devices," where applicable.

New Surfaces: Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

Technical Services: The supplier shall provide technical services as may be required.

8-22.3(4) Tolerances for Lines

The allowable tolerance for "Length of Line" is revised to read:

Length of Line: The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

8-22.4 Measurement

This section is supplemented with the following:

Painted curb will be applied to the top and face of the curb line and measured by the linear foot of curb line as "Painted Curb."

8-22.5 Payment

This section is supplemented with the following:

"Painted Curb", per linear foot.

END OF SECTION

9-03 AGGREGATES
(September 20, 2018 Tacoma GSP)

9-03.1 Aggregates for Concrete
The title of Section 9-03.1 is revised to read as follows:

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)
The seventh paragraph is deleted

9-03.21 Recycled Material

9-03.21(1) General Requirements
(Jun 16, 2016 Tacoma GSP)
This section is supplemented with the following:

Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra excavation area backfill material.

END OF SECTION

9-28 SIGNING MATERIALS AND FABRICATION
(April 1, 2012 Tacoma GSP)

9-28.1 General

The second sentence of the first paragraph is hereby revised to read:

Permanent signs which measure 36 inches or less on a side and are to be mounted on a single post shall be constructed of single 0.080-inch aluminum panels.

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

Sign overlay panels shall be 0.050-inch aluminum panels.

9-28.9 Fiberglass Reinforced Plastic Signs

This section is deleted in its entirety.

END OF SECTION

9-34 PAVEMENT MARKING MATERIAL (******)

9-34.2 Paint

The second paragraph is supplemented with the following:

Red paint shall have the same requirements and exceptions as blue and black paint.

9-34.2(2) Color

This section is supplemented with the following:

For red, the color shall match SAE AMS Standard 595, color number 11105, and the tolerance of variation shall match that shown in the FHWA “Highway Red Color Tolerance Chart”.

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

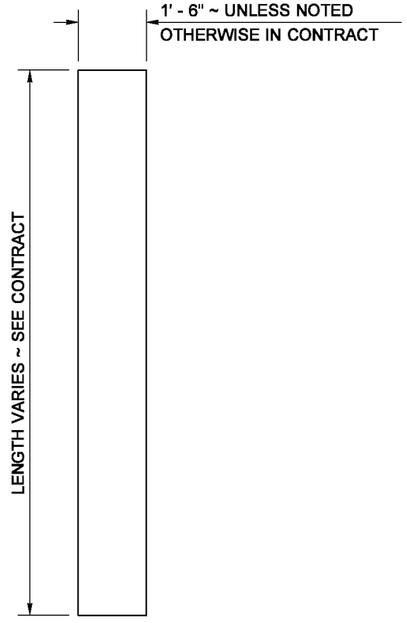
CITY OF TACOMA

WSDOT

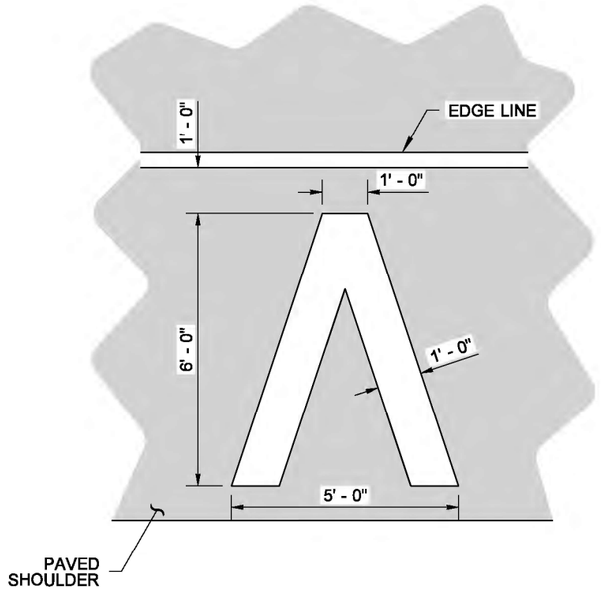
AND CONTECH

STANDARD PLANS

DRAWN BY: LISA CYFORD

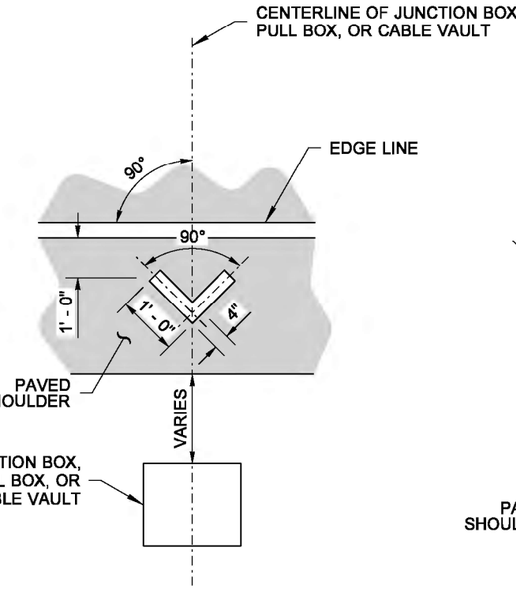


STOP LINE



MARKING AREA = 11.73 SQ.FT.

HALF-MILE MARKER

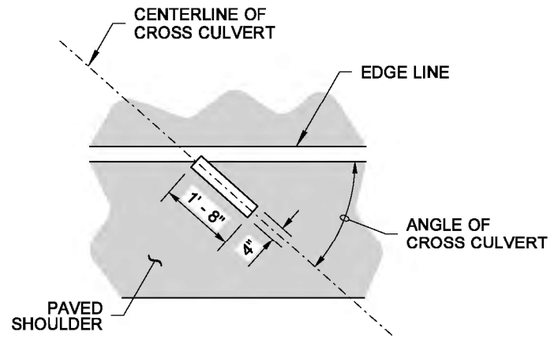


MARKING AREA = 0.56 SQ. FT.

JUNCTION BOX, PULL BOX, OR CABLE VAULT MARKINGS

NOTE

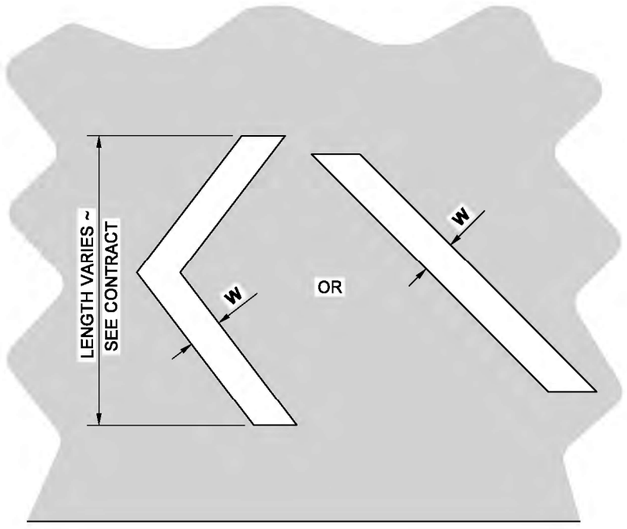
1. If Rumble Strips are present, install marking outside of the Rumble Strip.



MARKING AREA = 0.56 SQ.FT.

CROSS CULVERT

DRAINAGE MARKING

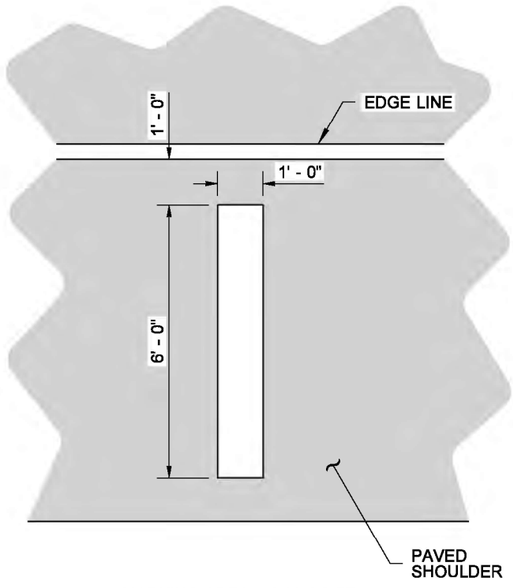


WHITE OR YELLOW ~ SEE CONTRACT

CHEVRON OR DIAGONAL

CROSSHATCH MARKING

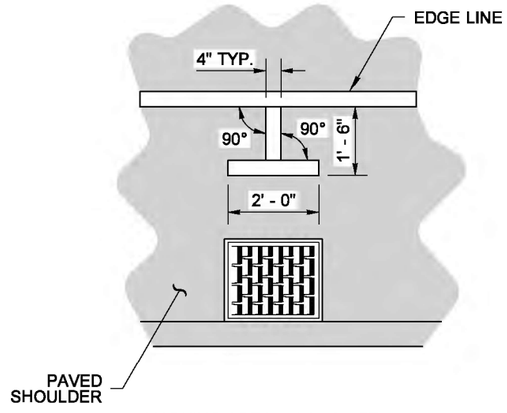
W = 8" (IN) FOR POSTED SPEED LIMIT OF 40 MPH OR LOWER
W = 12" (IN) FOR POSTED SPEED LIMIT OF 45 MPH OR HIGHER



MARKING AREA = 6.00 SQ.FT.

FULL MILE MARKER

AERIAL SURVEILLANCE MARKERS



MARKING AREA = 1.06 SQ.FT.

DRAINAGE STRUCTURE INLET

DRAINAGE MARKING

BRIAN J. WALSH
STATE OF WASHINGTON
36103
REGISTERED
PROFESSIONAL ENGINEER

Walsh, Brian
Jun 24 2014 2:35 PM

SYMBOL MARKINGS MISCELLANEOUS

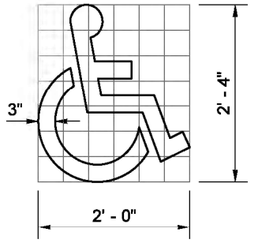
STANDARD PLAN M-24.60-04

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION
Bakotich, Pasco
Jun 24 2014 4:43 PM
STATE DESIGN ENGINEER

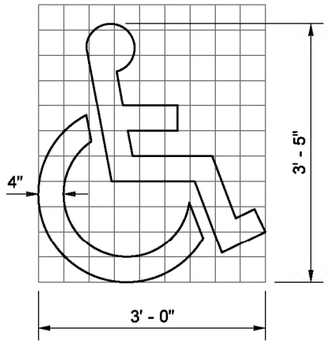
Washington State Department of Transportation

DRAWN BY: LISA CYFORD



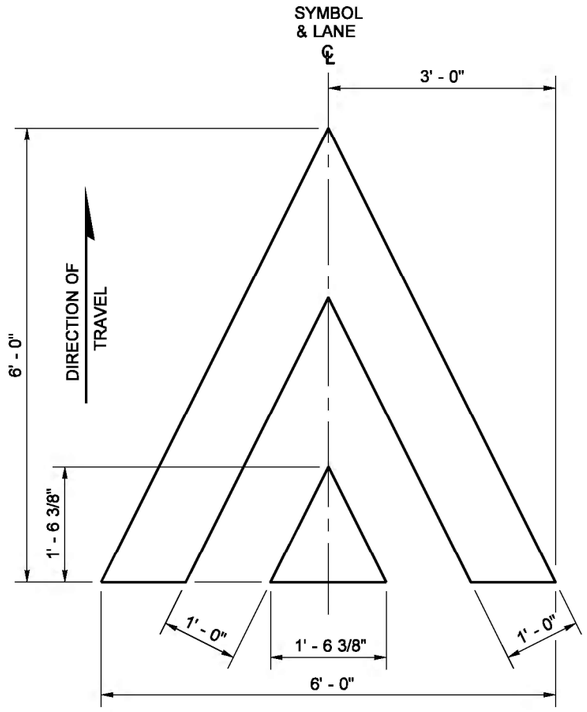
GRID IS 4" (IN) SQUARE MARKING AREA = 1.41 SQ.FT.

ACCESS PARKING SPACE SYMBOL (MINIMUM)



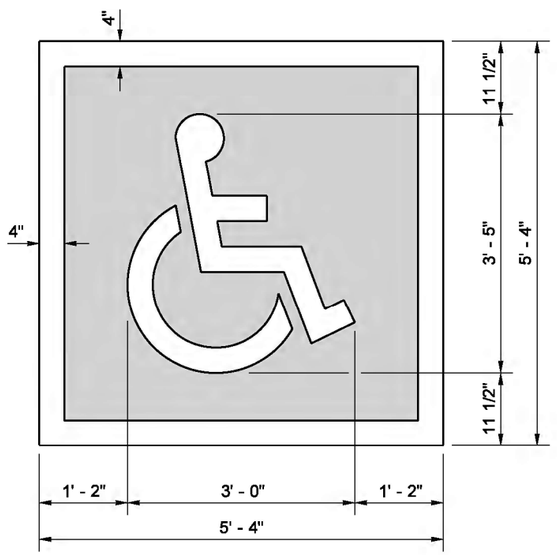
GRID IS 4" (IN) SQUARE MARKING AREA = 3.09 SQ.FT.

ACCESS PARKING SPACE SYMBOL (STANDARD)



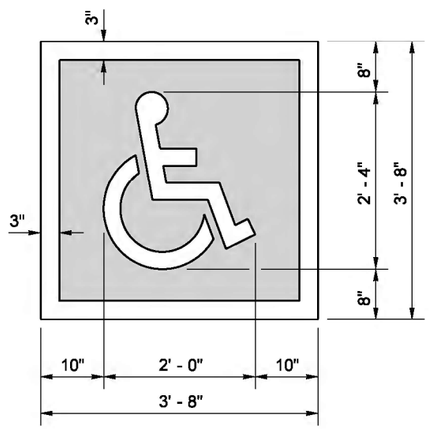
MARKING AREA = 12.08 SQ.FT.

SPEED BUMP SYMBOL



TOTAL MARKING AREA = 28.44 SQ.FT.
WHITE = 9.76 SQ.FT. BLUE = 18.69 SQ.FT.

ACCESS PARKING SPACE SYMBOL (STANDARD)
WITH BLUE BACKGROUND AND WHITE BORDER
(REQUIRED FOR CEMENT CONCRETE SURFACES)

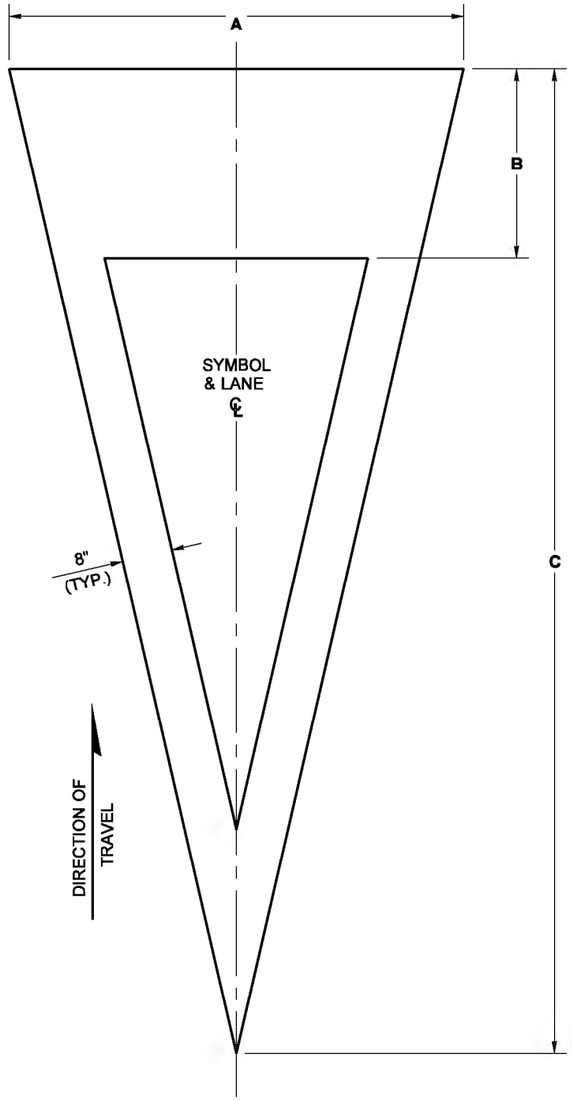


TOTAL MARKING AREA = 13.44 SQ.FT.
WHITE = 4.82 SQ.FT. BLUE = 8.62 SQ.FT.

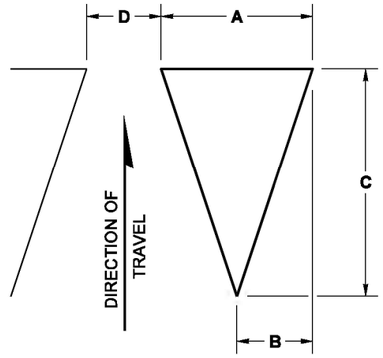
ACCESS PARKING SPACE SYMBOL (MINIMUM)
WITH BLUE BACKGROUND AND WHITE BORDER
(REQUIRED FOR CEMENT CONCRETE SURFACES)

SYMBOL MARKING		A	B	C	D	USE	MARKING AREA
YIELD AHEAD SYMBOL	TYPE 1	6' - 0"	2' - 6"	13' - 0"	N/A	LESS THAN 45 MPH	25.90 SQ.FT.
	TYPE 2	6' - 0"	3' - 0"	20' - 0"	N/A	45 MPH OR GREATER	36.54 SQ.FT.
YIELD LINE SYMBOL	TYPE 1	1' - 0"	6"	1' - 6"	6"	LESS THAN 45 MPH	0.75 SQ.FT.
	TYPE 2	2' - 0"	1' - 0"	3' - 0"	1' - 0"	45 MPH OR GREATER	3.00 SQ.FT.
	TYPE 2	2' - 0"	1' - 0"	3' - 0"	1' - 0"	ROUNDABOUT ENTRY *	3.00 SQ.FT.

* MINIMUM OF 4 IN LANE



YIELD AHEAD SYMBOL



YIELD LINE SYMBOL
(MULTIPLE SYMBOLS REQUIRED FOR TRANSVERSE YIELD LINE ~ SEE CONTRACT)

BRIAN J. WALSH
STATE OF WASHINGTON
36103
REGISTERED
PROFESSIONAL ENGINEER

Walsh, Brian
Jun 24 2014 2:37 PM

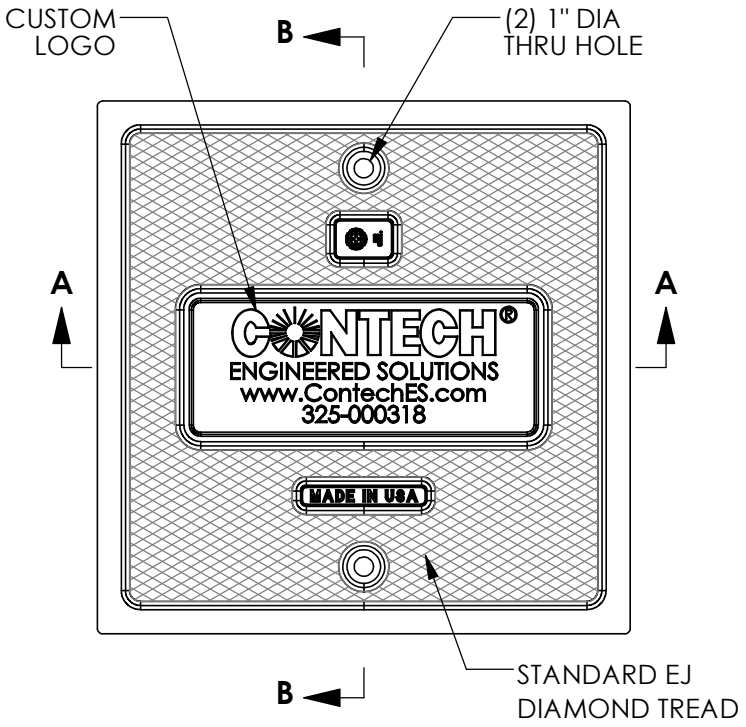
SYMBOL MARKINGS MISCELLANEOUS

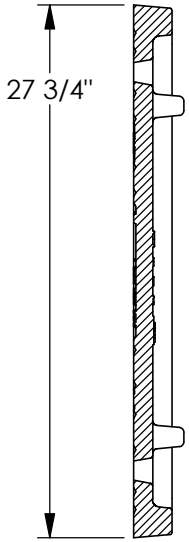
STANDARD PLAN M-24.60-04

SHEET 2 OF 2 SHEETS

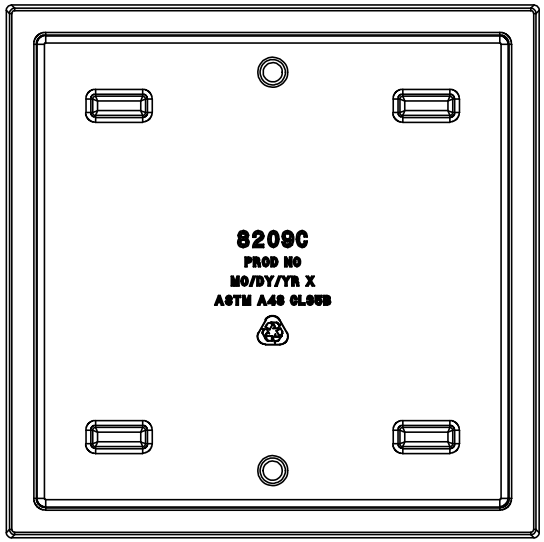
APPROVED FOR PUBLICATION
Bakotich, Pasco
Jun 24 2014 4:43 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

8209C Cover

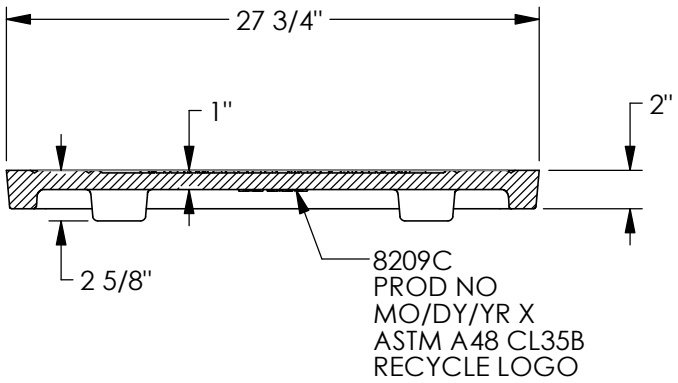




SECTION B-B



BOTTOM VIEW



SECTION A-A

Product Number

00820920

Design Features

-Materials
  Gray Iron (CL35B)
-Load Rating
  Heavy Duty HS25
-Open Area
  n/a
-Coating
  Undipped
-√ Designates Machined Surface

Certification

-ASTM A48
-
-
-Country of Origin: USA

Drawing Revision

05/02/2019 Designer: DJH
07/22/2019 Revised By: DJH

Disclaimer

Weights (lbs/kg), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

Contact

800 626 4653
ejco.com

TREE PROTECTION ZONE (TPZ)

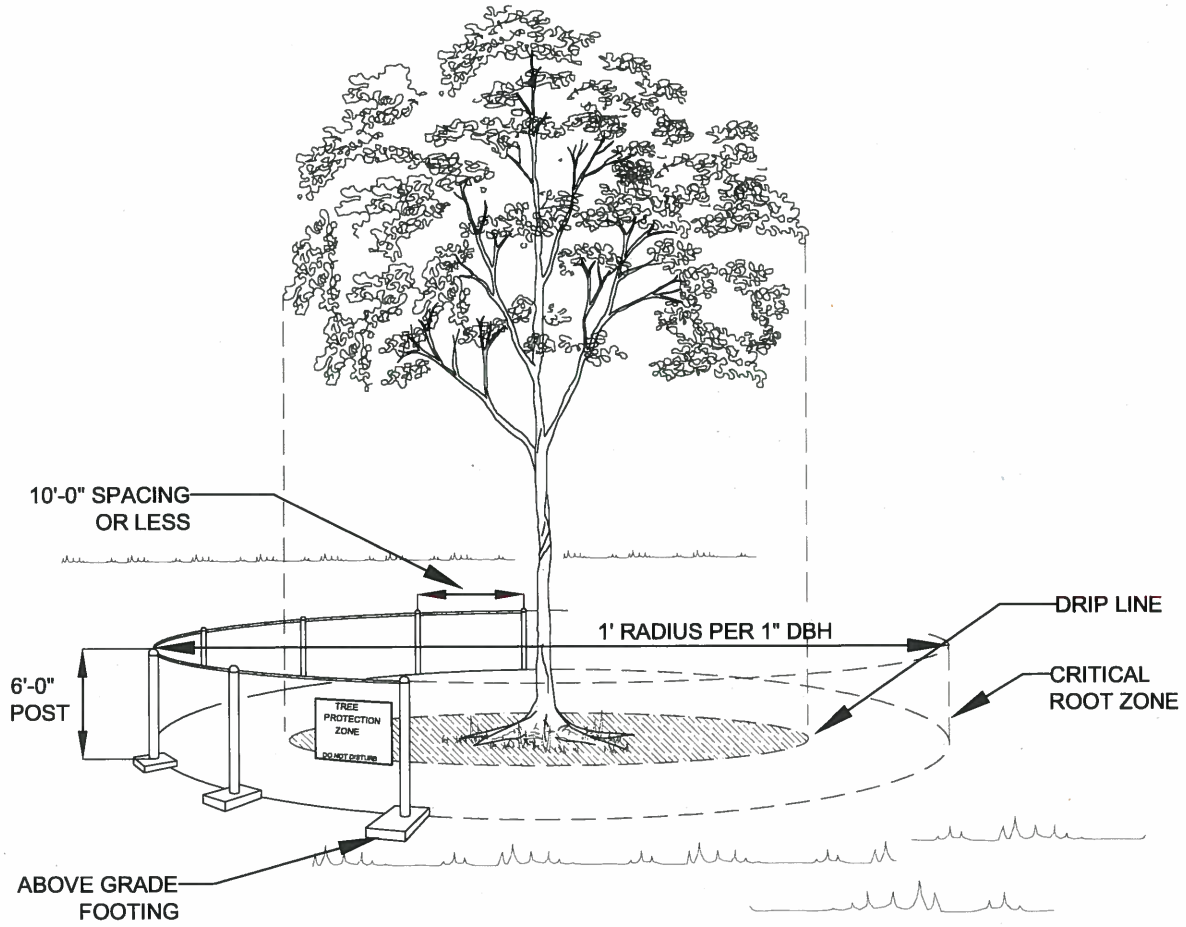
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

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

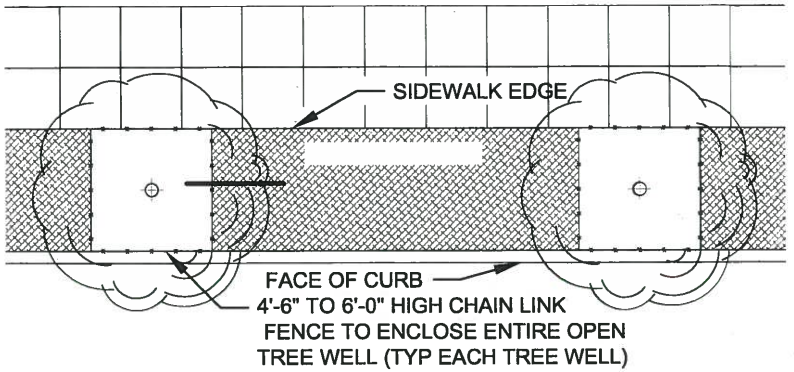
1. Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's 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



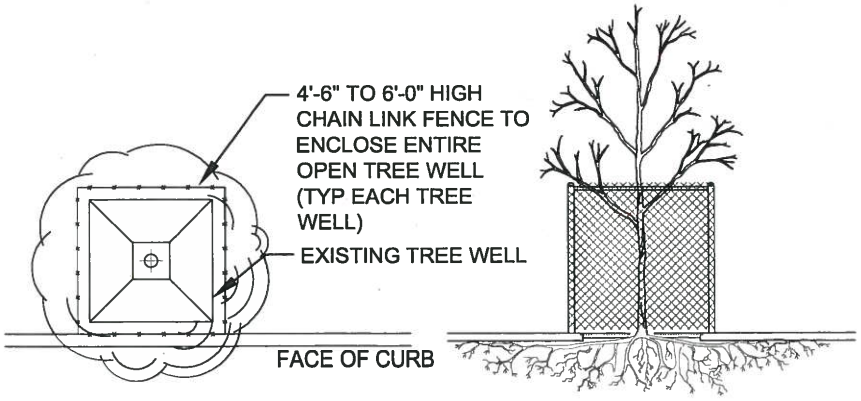
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION CITY ENGINEER — DATE 7/6/15	TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-09

NOTES:

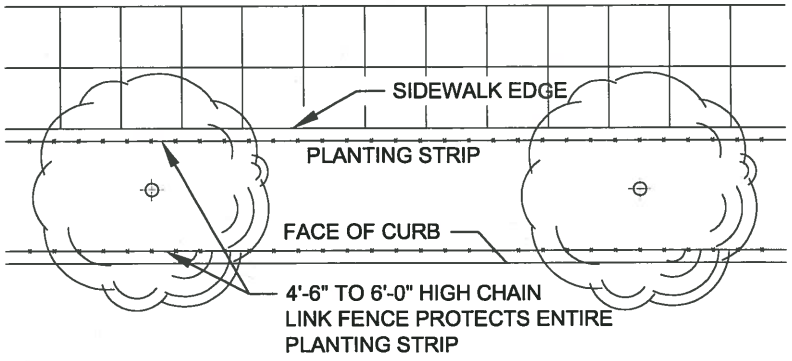
1. Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
2. Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION 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

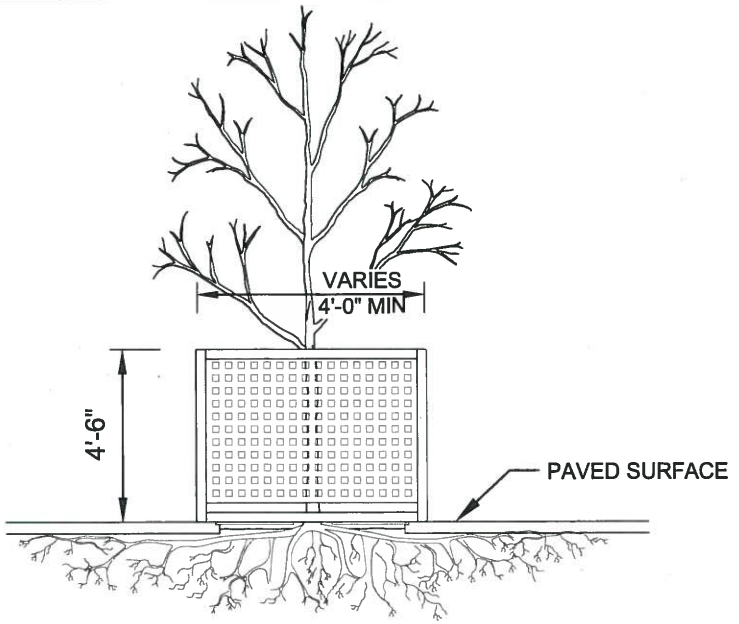


TREE IN TREE WELL

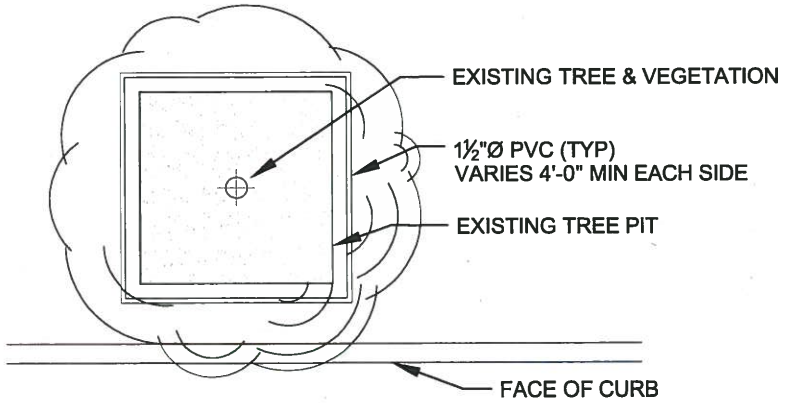


TREE IN PLANTING STRIP-OPTION 2

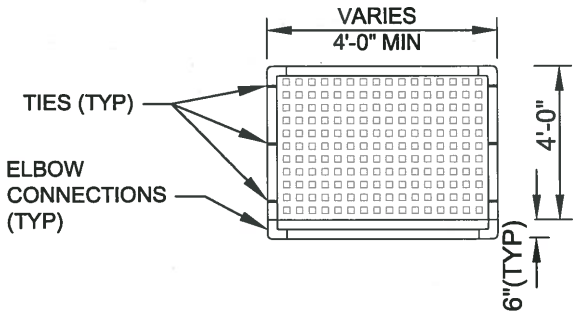
CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**	**APPROVED FOR PUBLICATION** CITY ENGINEER — DATE 7/6/16	**TREE PROTECTION FENCING FOR TREES IN PAVED AREAS** **STANDARD PLAN NO. LS-10**



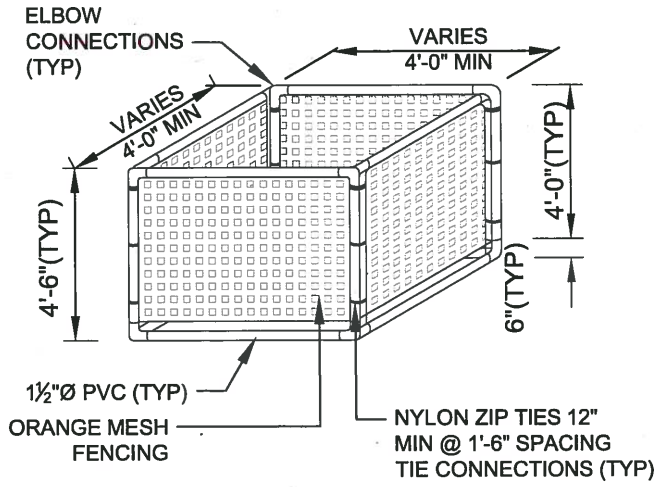
TYPICAL TREE GUARD RAIL



PLAN VIEW



TYPICAL PANEL



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER

7/6/15
DATE

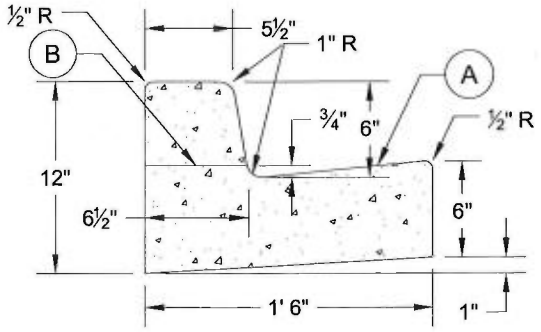
REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS

STANDARD PLAN NO. LS-11

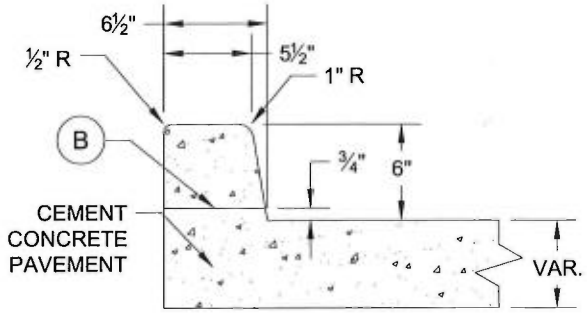
NOTES:

(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.

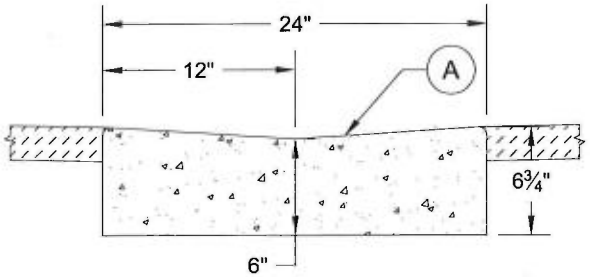
(B) Flush with gutter pan at curb ramp entrance or ¾" vertical lip at driveway entrance.



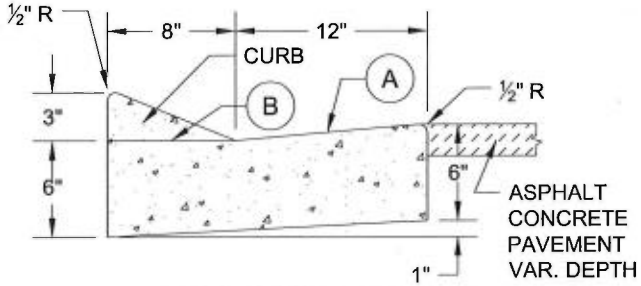
CEMENT CONCRETE TRAFFIC CURB & GUTTER



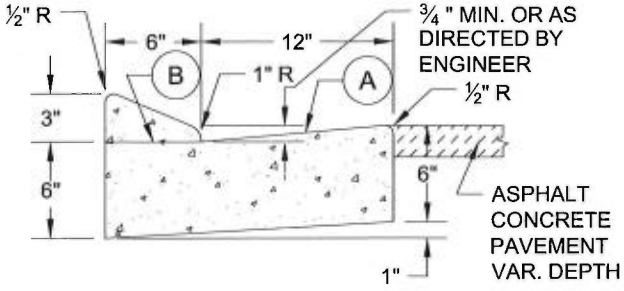
INTEGRAL CEMENT CONCRETE TRAFFIC CURB



CEMENT CONCRETE VALLEY GUTTER



TYPE "C" MOUNTABLE CEMENT CONCRETE CURB & GUTTER



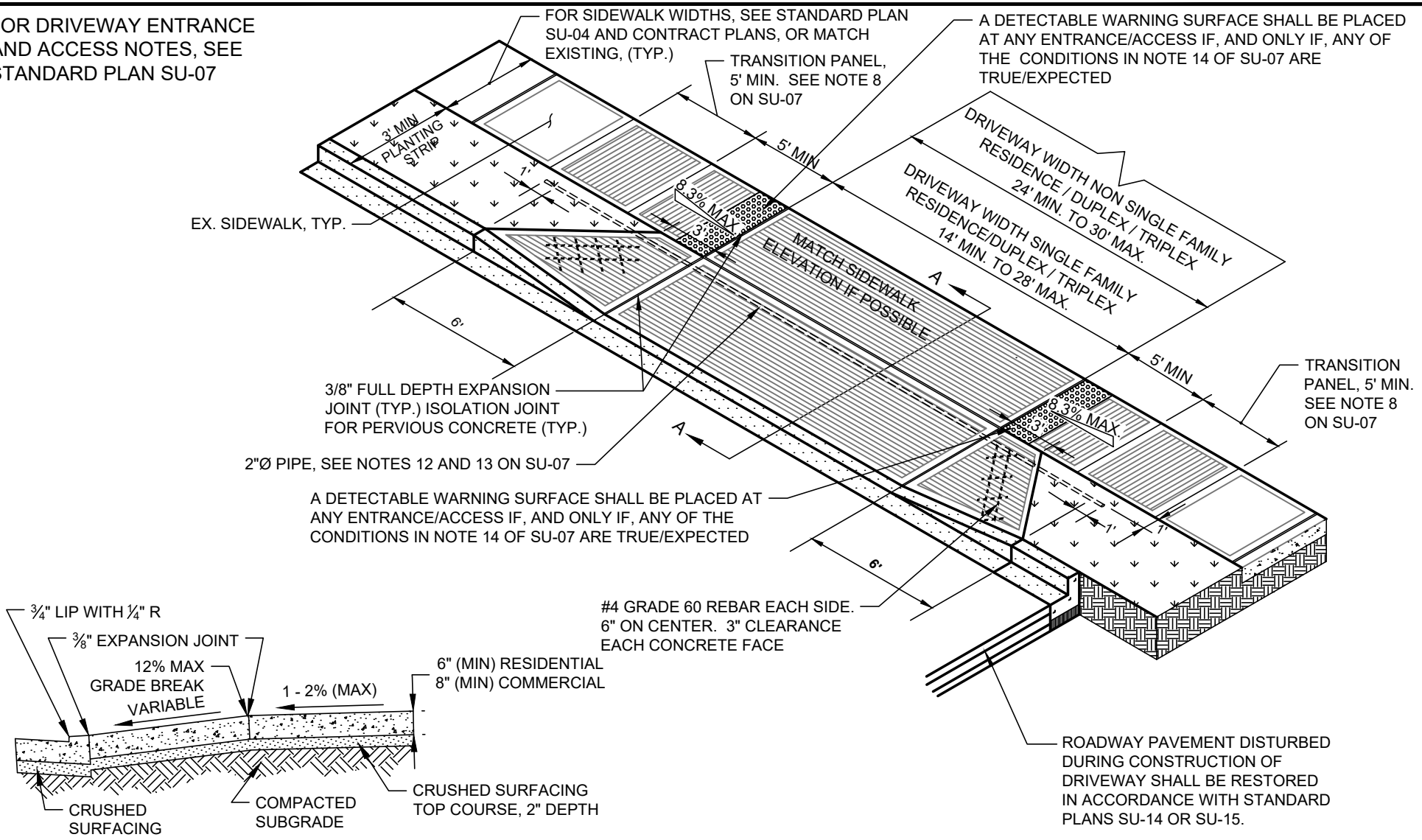
TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

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 ⅜" 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 ⅝" crushed surfacing top course.

REVIEWED BY			APPROVED FOR PUBLICATION	CITY OF TACOMA
DCS	GMS	KURTIS DEAN KINGSOLVER STATE OF WASHINGTON 31220 REGISTERED PROFESSIONAL ENGINEER		CEMENT CONCRETE CURB AND GUTTER
PUBLIC WORKS	ENVIRONMENTAL SERVICES		CITY ENGINEER	STANDARD PLAN NO. SU-03
NA	NA		8/16/16	
TACOMA POWER	TACOMA WATER		DATE	

FOR DRIVEWAY ENTRANCE AND ACCESS NOTES, SEE STANDARD PLAN SU-07



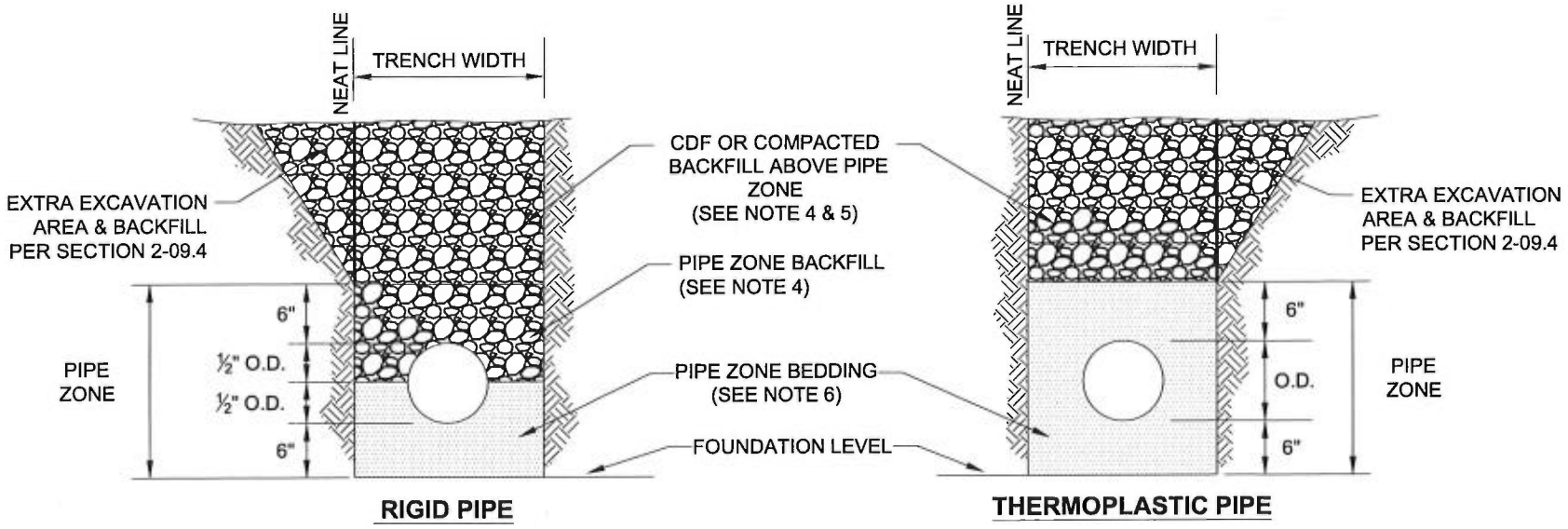
NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE SURFACING. SEE NOTES 10 AND 11 ON SU-07.

STANDARD CONCRETE SECTION DETAIL A-A

NTS

REVIEWED BY DS RVDR	REVIEWED BY DS EW	APPROVED FOR PUBLICATION	CITY OF TACOMA CEMENT CONCRETE DRIVEWAY ENTRANCE AND ACCESS TYPE 1
PUBLIC WORKS	ENVIRONMENTAL SERVICES	DocuSigned by: 10/02/2022	STANDARD PLAN NO. SU-07A
DS TACOMA POWER	DS TS TACOMA WATER	CITY ENGINEER DATE	

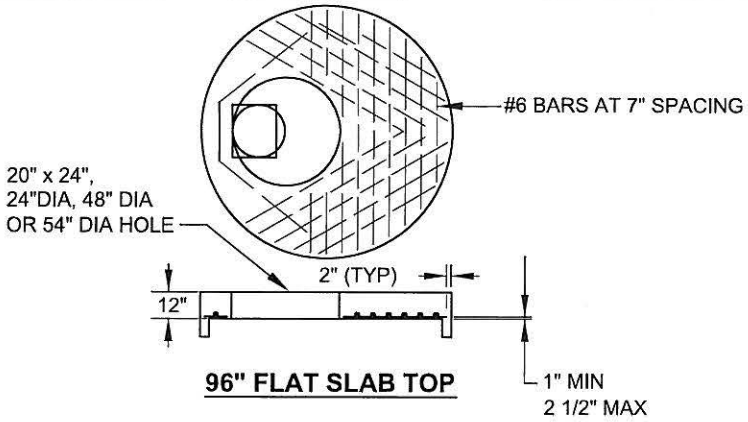
JOSHUA JAMES DIEKMANN STATE OF WASHINGTON 41361 REGISTERED PROFESSIONAL ENGINEER



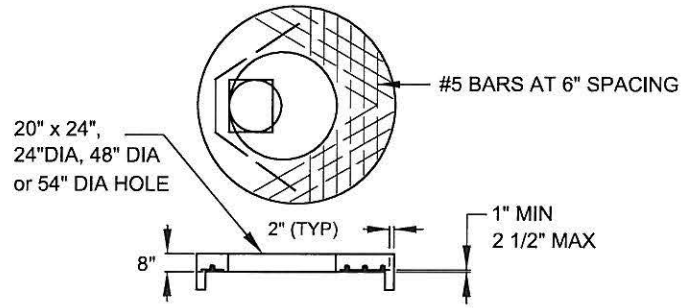
NOTES:

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.

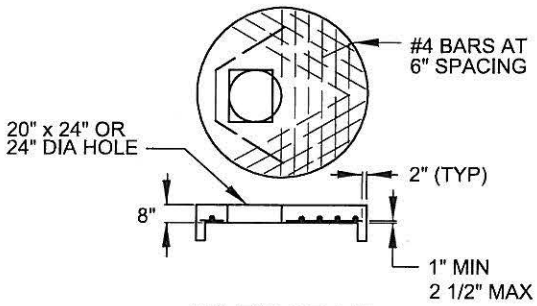
REVIEWED BY			APPROVED FOR PUBLICATION	CITY OF TACOMA PIPE ZONE BEDDING AND BACKFILL FOR SANITARY AND STORM SEWERS
DCS PUBLIC WORKS	GMS ENVIRONMENTAL SERVICES	KURTIS DEAN KING SOLVER STATE OF WASHINGTON 31229 REGISTERED PROFESSIONAL ENGINEER	8/16/16 CITY ENGINEER — DATE	STANDARD PLAN NO. SU-16
NA TACOMA POWER	NA TACOMA WATER			



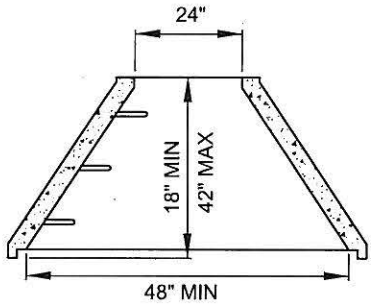
96" FLAT SLAB TOP



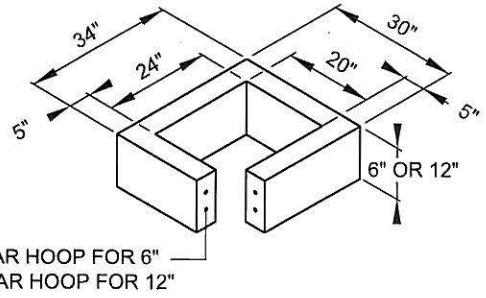
72" FLAT SLAB TOP



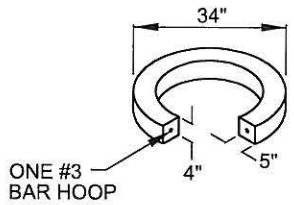
**48", 54" OR 60"
FLAT SLAB TOP**



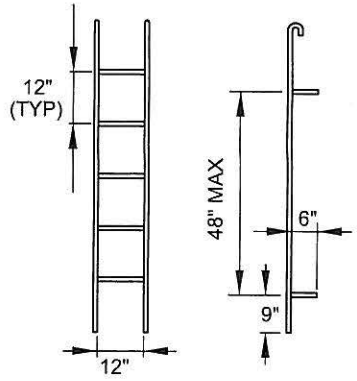
CONCENTRIC CONE SECTION



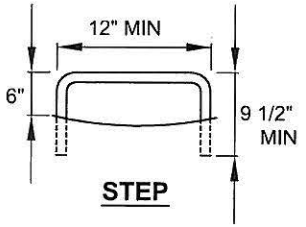
**RECTANGULAR ADJUSTMENT
SECTION**



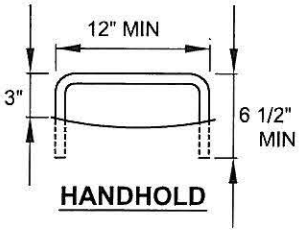
**CIRCULAR ADJUSTMENT
SECTION**



PREFABRICATED LADDER



STEP

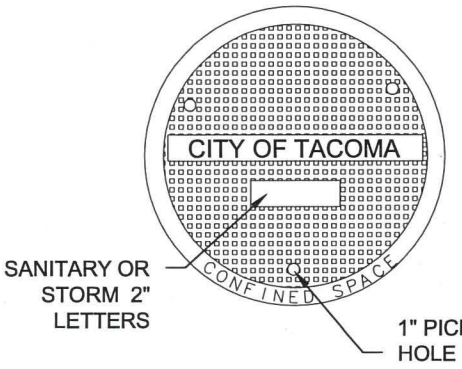


HANDHOLD

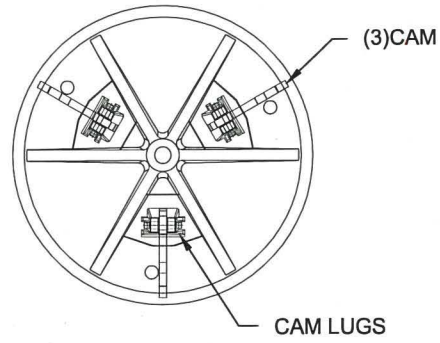
NOTE:

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.

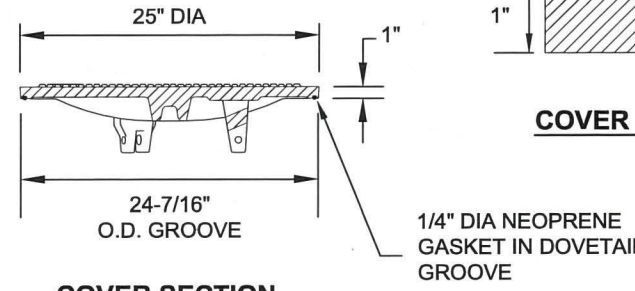
CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**	**APPROVED FOR PUBLICATION** James Parvey 12 Jun 2009 CITY ENGINEER DATE	**MISCELLANEOUS DETAILS FOR MANHOLES AND CATCH BASINS** **STANDARD PLAN NO. SU-21**



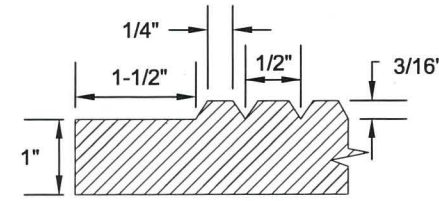
PLAN VIEW



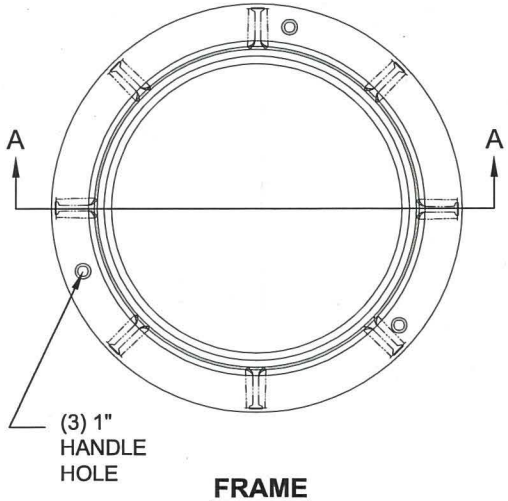
BOTTOM VIEW



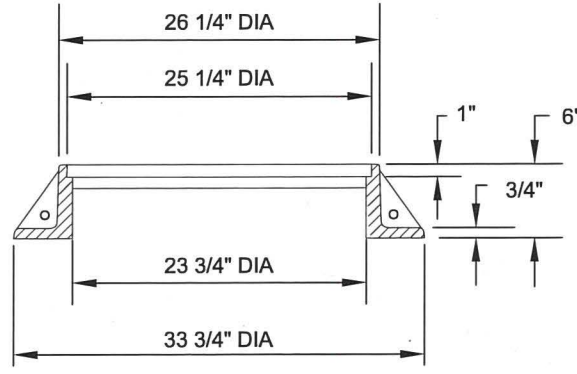
COVER SECTION



COVER SKID DESIGN



FRAME

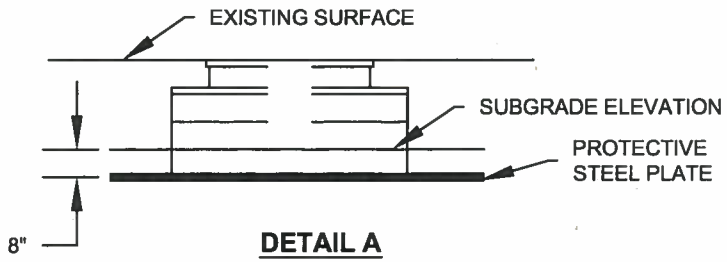


SECTION A-A

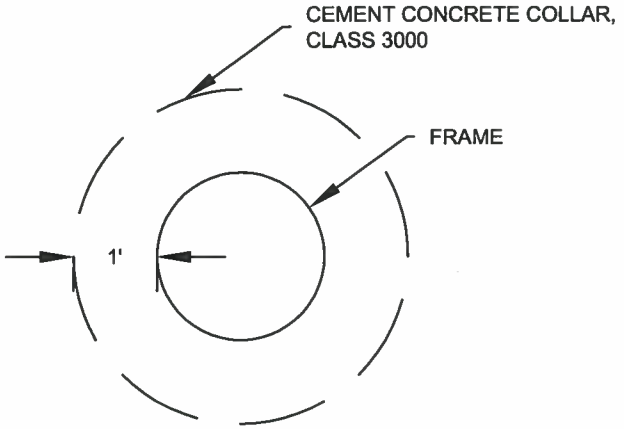
NOTES:

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.

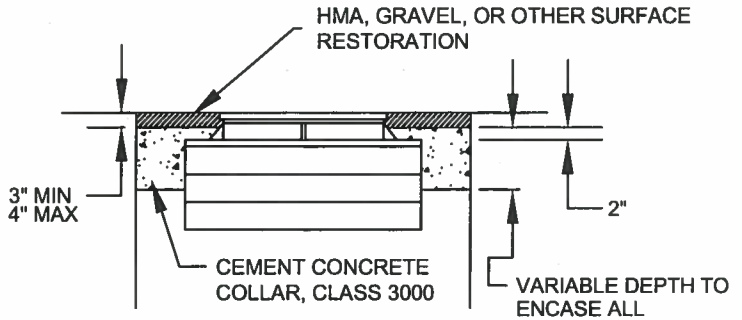
CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**	**APPROVED FOR PUBLICATION** CITY ENGINEER DATE 1/17/24	**MANHOLE FRAME AND COVER** **STANDARD PLAN NO. SU-22**



DETAIL A



DETAIL B



DETAIL C

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.

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER — DATE 4/25/14

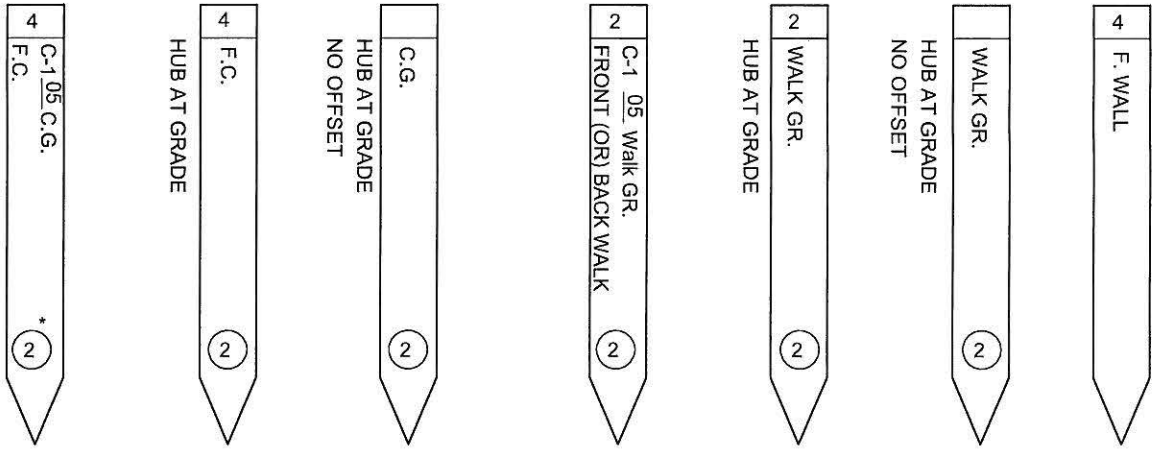
UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

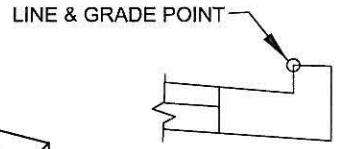
ABBREVIATIONS

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

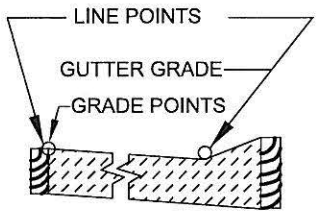
* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)



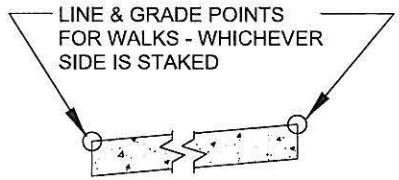
STAKES SHALL HAVE STATIONS ON BACK SIDE



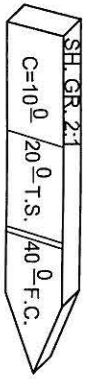
CURBS



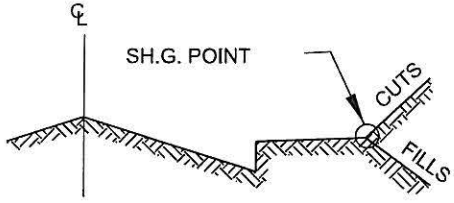
ALLEY SLABS

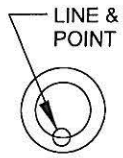


WALKS

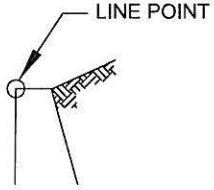


SLOPE STAKES



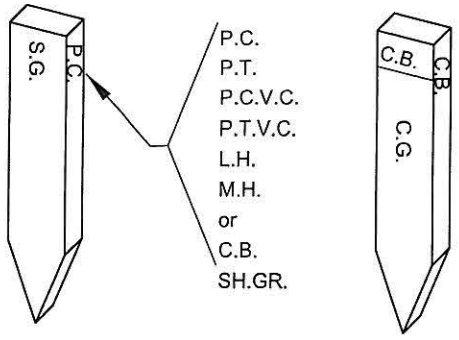


SEWERS



WALLS

SIDE OR BACK



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

James Ponzy 12 Jun 2009

CITY ENGINEER — DATE

STANDARD PROCEDURE FOR MARKING CONSTRUCTION STAKES

STANDARD PLAN NO. SU-26

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 COMPACTED 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.

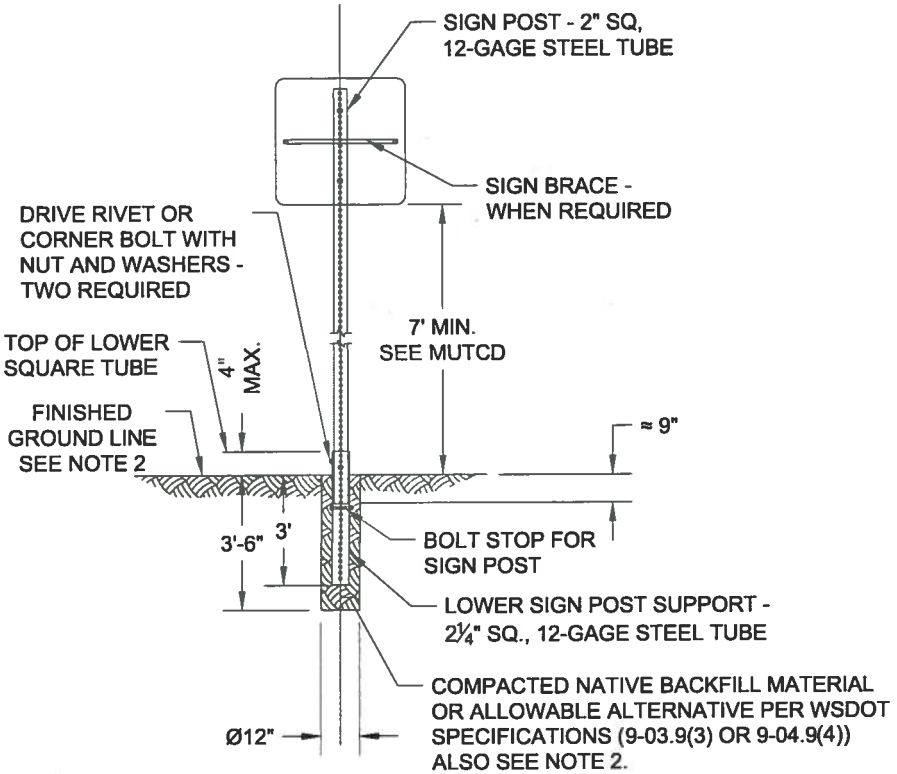
NOTES:

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.

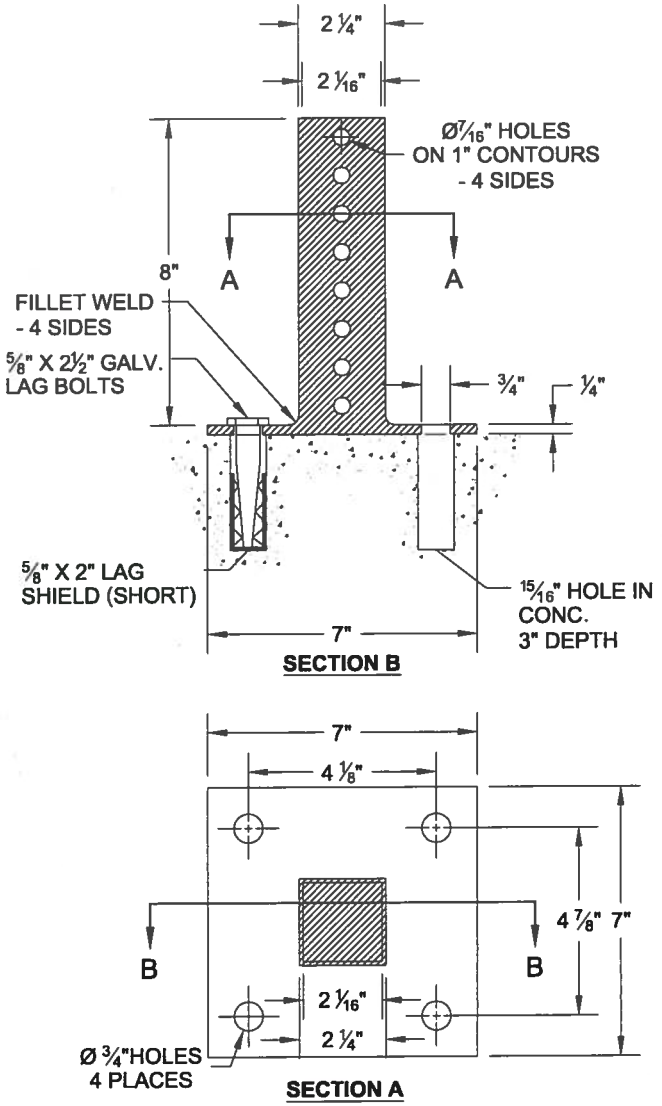
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION  CITY ENGINEER 11/30/16 DATE	TRENCH BACKFILL COMPACTION REQUIREMENTS STANDARD PLAN NO. SU-28

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)

REVIEWED BY		APPROVED FOR PUBLICATION	CITY OF TACOMA
DCS — PUBLIC WORKS	Gms — ENVIRONMENTAL SERVICES	KURTIS DEAN KINGSOLVER, STATE OF WASHINGTON, 31229, REGISTERED PROFESSIONAL ENGINEER	SIGN POST INSTALLATION
NA — TACOMA POWER	NA — TACOMA WATER	CITY ENGINEER — DATE 4/4/13	STANDARD PLAN NO. SU-34

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

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

1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.

1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

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.

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

GEOTECHNICAL LETTER

GeoEngineers
1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
253.383.4940

July 19, 2024

City of Tacoma
Environmental Services Department
326 East D Street
Tacoma, Washington 98421

Attention: Kirk Myklestad, PE

Subject: Revised Letter Report
Geotechnical Engineering Services
South 38th Street Pavement Repair
Tacoma, Washington
File No. 0570-195-00

Introduction and Project Description

GeoEngineers, Inc. (GeoEngineers) is pleased to provide this revised geotechnical letter report summarizing our geotechnical engineering services for supporting pavement reconstruction for a segment of South 38th Street between South Tyler Street and the Mason Avenue right-of-way (ROW) (project corridor) for the City of Tacoma, Washington (City). The project location is shown in the attached Vicinity Map, Figure 1. Our services have been completed in accordance with our revised proposal dated June 7, 2024, and authorized by Task Authorization 2022-07 dated June 13, 2024, through our On-call Professional Services Agreement with the City #CW2246724.

The roadway section was constructed as a permeable pavement during the development of the Mason Avenue Apartments, located at the west end of the project corridor. The portion of South 38th Street between South Tyler Street and Mason Avenue has settled and exhibits severe distress. Most of the settlement distress is occurring in the southern half of the roadway. The City is planning to remove the entire pavement section within the project corridor and replace it with a standard hot-mix asphalt (HMA) pavement section. Our scope of services for this phase of the project includes reviewing previous plans and previous geotechnical reporting for the South 38th Street development, completing a site reconnaissance, reviewing preliminary new design plans for current redevelopment of the street, and providing geotechnical conclusions and recommendations for design and reconstruction of the roadway.

Roadway Stationing Reference

Roadway stationing referenced in this report is based on stationing provided in the SW South 38th Street & South Tyler Street Pervious Concrete Replacement, 60% Design Submittal, dated May 2024.

Document Review

REVIEW OF PREVIOUS PROJECT PLANS

We reviewed the Mason Avenue Apartments, Site Development Plan Set prepared by Apex Engineering dated August 29, 2013, which included plans for the development of South 38th Street between South Tyler Street and the Mason Avenue Apartments.

Based on review of these plans we understand the pervious concrete sections consist of 8 inches of pervious concrete overlying a 12-inch-thick layer of reservoir course material consisting of American Association of State Highway and Transportation Officials (AASHTO) No. 57 graded crushed rock. A non-woven geotextile fabric was called for between the reservoir course and the subgrade. Imported fill with less than 2 percent fines content was called for underlying the reservoir course layer in the eastern 70 feet of the pervious pavement section abutting South Tyler Street.

REVIEW OF PROPOSED REPAIR PLANS

We reviewed the SW South 38th Street & South Tyler Street Pervious Concrete Replacement, 60% Design Submittal, dated May 2024.

The City is seeking to replace the existing permeable pavement section with a standard asphalt concrete residential street per City Pavement Design Standard PD-01 consisting of 4 inches of fiber reinforce HMA, 2 inches of crushed surfacing top course (CSTC) and 10 inches of crushed surfacing base course (CSBC).

GEOLOGIC MAPPING

We reviewed a Washington State Department of Natural Resources (DNR) map for the project area, "Geologic Map of the Tacoma 1:100,000-scale Quadrangle, Washington" by Schuster, et al. (2015). The site is mapped as Vashon stade glacial outwash (Qgo) but is mapped near a contact with glacial till (Qgt) to the immediate south of 38th Street. Glacial outwash was deposited by meltwater of an advancing glacier and is typically described as sand and gravel with a relatively low percentage of silt- and clay-sized particles. Vashon till was deposited below glacial ice during glacial advance and consists of an unsorted mixture of silt, sand and gravel. These deposits were consolidated by the weight of the advancing glacier and are therefore very dense. Both glacial outwash and glacial till units typically exhibit high shear strength and low compressibility characteristics. Due to composition, glacial outwash often has moderate to high permeability whereas glacial till typically has low permeability.

REVIEW OF PREVIOUS GEOTECHNICAL REPORT

We reviewed the geotechnical report "Revised Geotechnical Engineering Report, Proposed Multi-Family Residential Development, 3808 South Mason Avenue, Tacoma, Washington" prepared by GeoResources, LLC and dated September 11, 2013.

Explorations were completed in the South 38th Street ROW as part of this report and included test pits TP-101a, TP-101b, TP-102 and TP-103, and a previous monitoring well TL-14A, completed by others in 1989.

Subsurface conditions in the South 38th Street ROW consisted of crushed surfacing material overlying fill with one test pit encountering native glacial outwash. Subsurface conditions are summarized as follows:

- Crushed Surfacing: The ROW area previously had 1 to 1½ feet of crushed surfacing in all test pits, with the exception of TP-103 located in the east end of the project corridor.
- Fill: Fill material consisted of loose to medium dense silty sand with variable gravel content. In all test pits except TP-101a, the fill depth was reported to extend to the full depth explored, up to 12 feet below the previous ground surface (bgs). Fill was only documented to approximately 2½ feet bgs in TP-101a, located at the west end of the South 38th Street ROW.
- Glacial Outwash: Native glacial outwash was documented at 2½ feet bgs in test pit TP-101a and was encountered to the full depth explored in that test pit. The glacial outwash was reported to consist of medium dense gravelly sand.
- Groundwater seepage was not reported in the test pit explorations. The TL-14A monitoring well log does not state a groundwater elevation.

Site Reconnaissance Results

GeoEngineers completed a visual site reconnaissance on June 20, 2024. A summary of our observations is presented in this section.

The current permeable concrete section of South 38th Street extends west from South Tyler Street to the Mason Avenue Apartments development. This segment of road in the public ROW is approximately 240 feet, with about 220 feet being paved with pervious concrete. A speed bump is located between about Station 101+25 and Station 101+35. A second speed bump is located at the far west end of the alignment, which appears to be outside of the ROW and part of the Mason Avenue Apartments development. Single- and multi-family residence properties are located adjacent to the street in this segment. Underground utilities in the project area consist of water, sanitary sewer and storm sewer, power and communications.

We made the following pavement observations during our site reconnaissance:

- The pervious concrete pavement is exhibiting severe distress primarily in the southern half of the roadway. Distressing includes settlement and severe spalling in places. The northern half of the roadway is performing better and appears to only be exhibiting minor spalling. The speed bump located at Station 101+25 has also settled in the southern half of the road.
- The severe distressing in the southern half of the roadway is longitudinally limited to the area between the storm sewer manholes located at Station 100+83 and extending east to where the pavement transitions to asphalt concrete at the Tyler Street intersection.
- A portion of the roadway was patched with asphalt concrete in the vicinity of Station 100+75. The patch is approximately 37 feet long by 11 feet wide. This patch appeared to have settled some but could have also been shaped to match the settled speed bump noted above. We did not observe cracking in the patched area.
- The traditional asphalt concrete at the South 38th Street and Tyler Street intersection appears to be performing well with limited to no distressing.

- The pervious concrete pavement west of the storm sewer manholes is exhibiting only minor spalling.
- We made limited visual observations of the permeable concrete at the Mason Avenue Apartments. We only observed areas of minor spalling, and no notable areas of severe distress were observed. The concrete speed bump located at the west end of South 38th Street appears to be in good condition.

Figure 2, Site Photographs are attached at the end of this report.

Conclusions and Recommendations

GENERAL

The severe pavement distressing appeared limited to the southern half of the roadway between the existing storm sewer drains near Station 100+80 and the HMA pavement tie-in at Tyler Street (near Station 102+29). The remaining distressing in other areas appears to be limited minor concrete spalling only.

In our opinion, replacement of the pervious concrete pavement section with a HMA section is feasible, with special consideration for pavement subgrade preparation, specifically in the southern half of the roadway. Pavement subgrade preparation, earthwork and materials recommendations are presented in the following sections.

PAVEMENT SUBGRADE SUPPORT AND OVEREXCAVATION

We considered two repair sections, one for the north half of the roadway and one for the south half, with the recommended sections extending the entire length of South 38th Street between the Mason Avenue Apartments and South Tyler Street. We recommend the entire south half of the roadway be overexcavated 24 inches below the planned pavement and crushed rock base layers. This recommended approach would remove the entirety of the existing pervious concrete, reservoir course and geotextile. Upon overexcavation, the subgrade should be evaluated by GeoEngineers. Depending on the subgrade and weather conditions, proof-compaction of the subgrade may be recommended. The overexcavated material should be replaced with a granular structural fill, as defined in the “Earthwork and Materials” section below. Special considerations and backfill will be required at the locations of shallow utilities, including the 8-inch-diameter water main within the project corridor. The contractor should use care in exposing and placing backfill around utilities.

We recommend the north half of the road be excavated to the planned depth below the new pavement and crushed rock layers. Upon excavation to the planned subgrade, the subgrade should be evaluated by GeoEngineers and additional overexcavation recommendations can be provided at the time. The pervious concrete pavement and a portion of the reservoir course should be expected to be removed to accommodate the thickness of the new HMA pavement section. For budget and planning purposes, the City could assume a 2-foot overexcavation for the entire roadway, with the anticipation that actual overexcavation will be less. Further discussion of subgrade preparation is discussed in the “Site Preparation” section of this report.

We recommend at least 6 inches of CSBC or CSTC be placed under new curbs and gutters.

EARTHWORK AND MATERIALS

Pavement and Crushed Surfacing Material

Asphalt concrete pavement, CSTC and CSBC should conform to City pavement design standards. A ½-inch class, PG 58H-22 HMA is currently proposed in the project plans, which is an appropriate asphalt standard in our opinion.

Site Preparation

The proposed improvements will be completed in currently pervious concrete paved areas of South 38th Street, with some additional curb and gutter replacement. As recommended above, the existing pervious pavement layer should be demolished and removed. The entire reservoir base course layer should be removed in the south lane as part of the recommended overexcavation. In the north lane, upon excavating to the base of the pavement section, any existing reservoir base layer remaining can be left in place if it can be thoroughly proof-rolled/compacted to a uniformly firm condition, as discussed further in the next paragraph. The earthwork contractor will need to exercise caution excavating to the required depth adjacent to existing site features (driveways, stormwater manholes, valves, shallow utility lines, etc.).

After excavation to subgrade has been completed, and if earthwork is completed in dry weather, we recommend that the roadway subgrade be thoroughly proof-rolled/compacted with multiple passes of a heavily loaded rubber-tired/compaction construction equipment. The proof-rolling should be observed by one of our geotechnical engineers, who will evaluate the subgrade; **careful evaluation and remediation of the subgrade will be critical to the longevity of the reconstructed pavement section.** If soft, yielding or otherwise unsuitable areas are observed during proof-rolling that cannot be compacted to a stable and uniformly dense condition, additional overexcavation could be recommended.

We do not recommend proof-rolling during periods of wet weather or when the subgrade is wet due to the potential for subgrade moisture wicking and subsequent pumping to occur. Further evaluation should be completed by the geotechnical engineer to observe soil type and assist with determination of additional compaction efforts. During wet weather, the site should be stripped where necessary with lightweight equipment, and construction traffic kept off the exposed surface. Smooth buckets should be used for excavation in this condition.

Upon preparation of the subgrade surface, we recommend placement of a nonwoven soil stabilization geotextile fabric meeting the requirements of Table 3 of Section 9-33.2(1) of the *Washington State Department of Transportation (WSDOT) Standard Specification for Road, Bridge and Municipal Construction* (WSDOT Standard Specifications) over the subgrade.

Structural Fill

We recommend structural fill to replace overexcavated subgrade material consist of a material conforming to gravel borrow per Section 9-03.14(1) of the WSDOT Standard Specifications with additional recommendations as follows:

- At least 30 percent of the material is gravel (retained on the U.S. No. 4 Sieve).

- If placed during wet weather, the percentage of fines (the portion passing the U.S. No. 200 sieve) should be less than 5 percent. The percentage of fines should be determined based on the fraction of aggregate smaller than ¾-inch.
- A crushed product is recommended, but not required.
- Poorly graded sand or gravel is not recommended.

Other import soils may be submitted and approved by the geotechnical engineer.

Reuse of On-site Soil as Structural Fill

Based on the previous project plans, the existing reservoir course should consist of AASHTO No. 57 grading. As such, this material should be a crushed product. This material will likely be suitable for reuse as structural fill in overexcavated areas. Other onsite soil should not be assumed for reuse in overexcavated areas due to moisture sensitivity and the potential for difficult compaction to the standards discussed in this report. GeoEngineers can provide further guidance for reuse of onsite soil during construction.

Compaction Criteria

Structural fill should be placed in horizontal lifts and uniformly compacted. The appropriate lift thickness will depend on the material and the compaction equipment being used. Loose lift thicknesses of 8 to 12 inches are typical when using heavy self-propelled vibratory equipment. All excavations should be wide enough to accommodate the appropriate compaction equipment for the thickness of the fill. The structural fill should be compacted to at least 95 percent of the maximum dry density (MDD) in accordance with ASTM International (ASTM) D 1557. We recommend sufficient monitoring of fill placement and in-place density tests to verify that adequate compaction is being achieved.

Temporary Excavations

We do not anticipate that roadway excavations will need to extend deeper than 4 feet bgs. Excavations deeper than 4 feet should be shored or laid back at a stable slope if workers are required to enter. All excavations, shoring and temporary slope inclinations must conform to applicable provisions of Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA), Title 296 Washington Administrative Code (WAC) Part N "Excavation, Trenching and Shoring," and other appropriate regulations. In our opinion, all site soils should be considered an OSHA Soil Type C for planning, provided there is no groundwater seepage present, and excavations occur during periods of dry weather. Regardless of the soil type encountered in the excavation shoring, trench boxes or sloped sidewalls will be required under WISHA. We recommend contract documents specify that the contractor is responsible for selecting excavation and dewatering methods, monitoring the excavations for safety and providing shoring, as required, to protect personnel and structures. In cases where excavations are less than 4 feet deep, we anticipate these shallow excavations could experience caving and/or sloughing along the edge of the excavation.

We understand the City is desiring to protect some of the existing concrete curbs. Where excavations do not extend deeper than 4 feet at these curbs, for preliminary planning, we recommend a 1H:1V (horizontal to vertical), minimum 1-foot-tall slope extending from the edge of the curb to limit undermining. The temporary cut slope could transition to a vertical cut below the 1H:1V slope depending on soil conditions. GeoEngineers can provide further guidance during construction.

The recommendations above assume all surface loads are kept a minimum distance of at least one-half the depth of the cut away from the top of the slope and seepage is not present on the slope face. Flatter cut slopes will be necessary where seepage/groundwater occurs, or if surface surcharge loads are anticipated. Temporary covering with heavy plastic sheeting should be used to protect these slopes during periods of wet weather. Due to the granular nature of the site soils, excavation sidewalls should be expected to ravel and show some signs of sloughing during construction. Management of sloughing or raveling slopes should be expected.

Groundwater Handling Considerations

SURFACE WATER RUNOFF

Surface water inflow to construction areas and open excavations can be problematic. Proactive handling of surface water can reduce groundwater handling needs. Provisions for surface water control and temporary dewatering during earthwork activities and excavations should be included in the project plans and should be installed prior to commencing earthwork. Surface water should be collected, controlled and directed away from construction areas. Appropriate measures such as sloping ground, berms/curbs, diversion trenches, and sumps and pumps should be used, as necessary. Protective measures should be implemented for erosion sensitive areas, such as exposed slopes, excavations behind retaining structures and open excavations. We recommend the ground surface be sloped away from structures.

TEMPORARY GROUNDWATER HANDLING

Based on review of geotechnical information, we do not anticipate excavations for proposed roadway redevelopment will extend below static groundwater levels. The presence, quantity and location of perched groundwater (if encountered) is expected to be dependent on infiltration of surface water that slows or terminates atop the underlying finer grained fill or glacial deposits, or within these units. We anticipate perched groundwater could be present within excavations and likely to be discontinuous, intermittent and will vary depending on a variety of conditions including time of year during which construction is conducted, rainfall, irrigation activities and excavation depths. Groundwater handling needs will typically be lower during the summer and early fall months. Site grading can also affect the quantity and location of perched groundwater. For the anticipated construction, we estimate slow to moderate groundwater seepage (on the order of 1 to 3 gallons per minute) could occur during the wet season or if earthwork occurs during wet weather. We anticipate controlling groundwater with sumps, pumps and/or diversion ditches will be adequate for excavations expected at this site; relatively shallow excavations that are only open for a short amount of time. Ultimately, we recommend the contractor performing the work be made responsible for developing a plan to control and collect groundwater encountered.

Weather Earthwork Considerations

The excavation to roadway subgrade will create a low area for surface water to pool during construction. Subgrade soils with higher fines content may be come unstable in wet weather and could pump/yield under compactive efforts. We provide the following wet weather considerations:

- The contractor should limit the amount of roadway subgrade directly exposed during wet weather at a given time before placing geotextile and structural fill (or CSTC).
- The ground surface in and around the work area should be sloped so that surface water is directed to a sump or discharge location. The ground surface should be graded such that areas of ponded water do not develop.

- Providing upgradient low earthen berms and using temporary sumps to collect runoff and prevent water from ponding and damaging exposed subgrades.
- Slopes with exposed soils should be covered with plastic sheeting or similar means.
- Earthwork activities should not take place during periods of heavy precipitation.
- The contractor should cover all soil stockpiles that will be used as structural fill with plastic sheeting.
- Site soils should not be left uncompacted and exposed to moisture. Sealing the surficial soils by rolling with a smooth-drum roller prior to periods of precipitation will reduce the extent to which these soils become wet or unstable.
- Construction traffic should be restricted to specific areas of the site, preferably areas that are surfaced with the existing gravel or structural fill materials not susceptible to wet weather disturbance.
- During periods of wet weather, CSBC, CSTC and HMA should be placed as soon as practical after preparing excavations and bearing surfaces.

Limitations

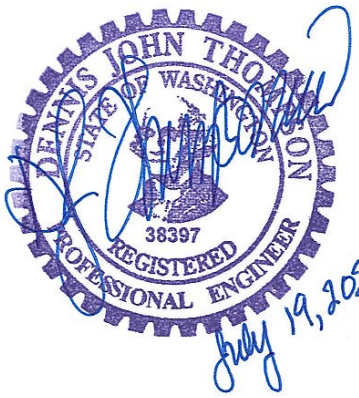
We have prepared this letter report for use by the City of Tacoma and other members of the design team for use in design of the South 38th Street Pavement project in Tacoma, Washington.

Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted practices for geotechnical engineering in this area at the time this report was prepared. Please refer to Appendix A, Report Limitations and Guidelines for Use for additional information pertaining to use of this document.

Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

We appreciate the opportunity to work with you on this project. Please call if you have any questions regarding this report.

Sincerely,
GeoEngineers, Inc.



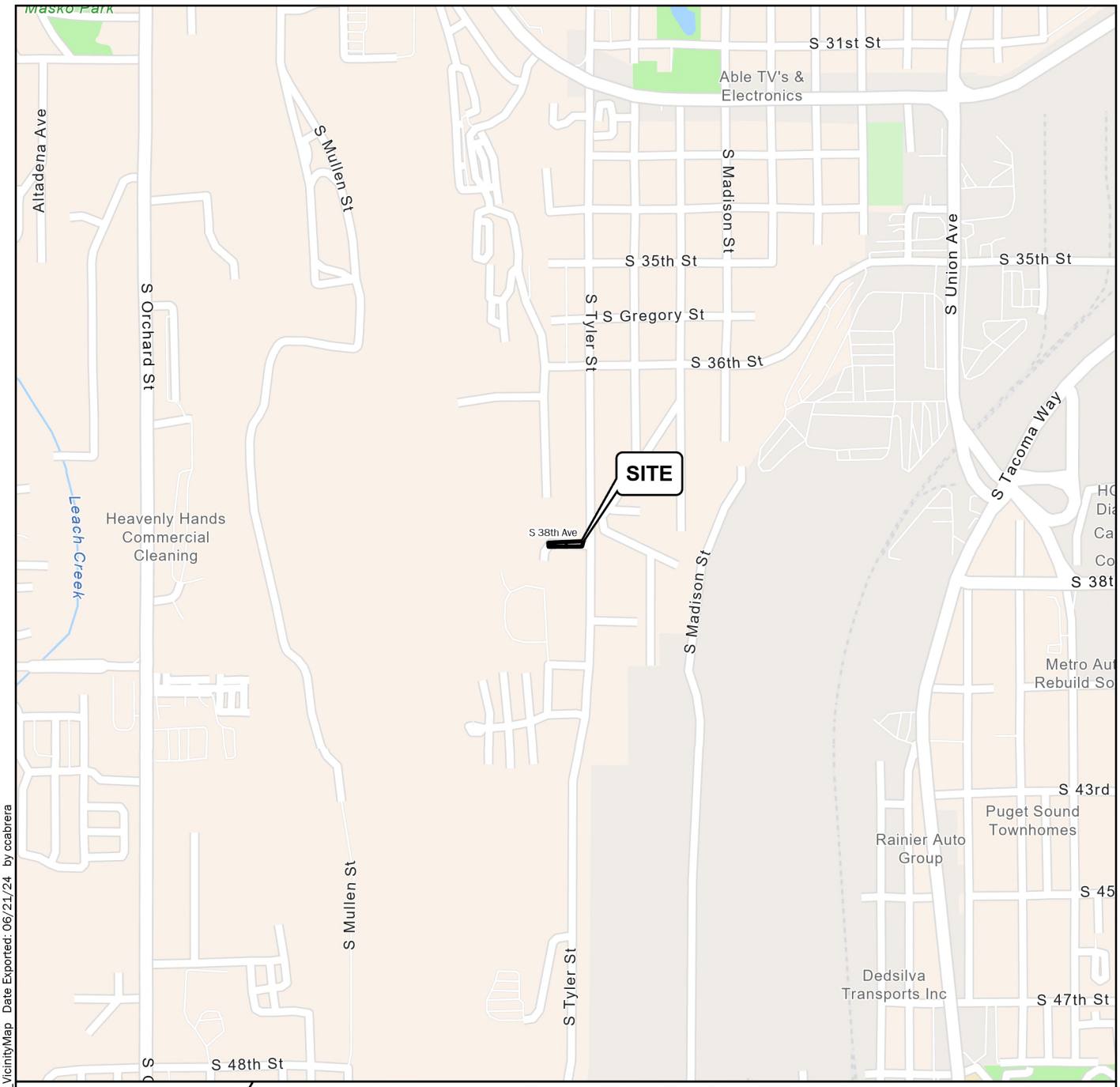
Mark W. Rose, PE
Senior Geotechnical Engineer

Dennis J. Thompson, PE
Associate Geotechnical Engineer

MWR:DJT:she:tlm:mce

Attachments
Figure 1. Vicinity Map
Figure 2. Site Photographs
Appendix A. Report Limitations and Guidelines for Use

One electronic copy submitted



P:\0\0570195\GIS\0570195_Project\0570195_Project.aprx\057019500_F01_VicinityMap Date Exported: 06/21/24 by ccabrera

Source(s):
- ESRI

Coordinate System: NAD 1983 UTM Zone 10N

Vicinity Map

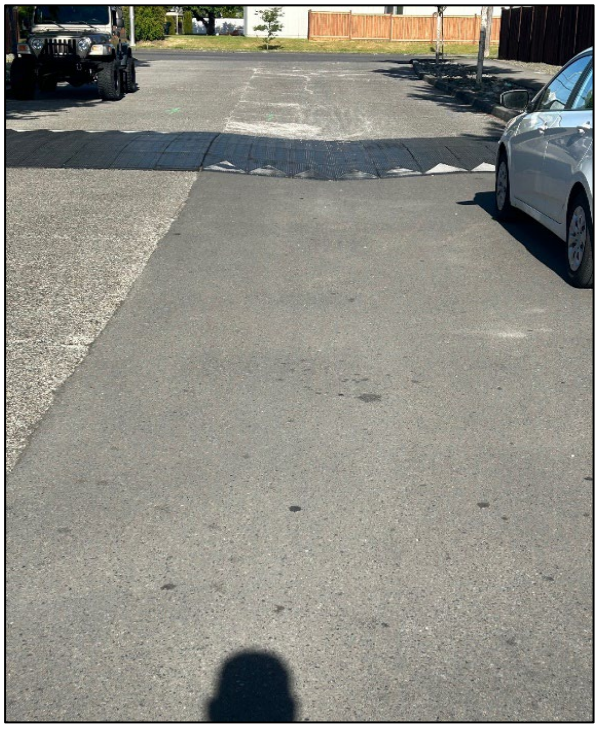
South 38th Street Pavement Repair
Tacoma, Washington

GeoEngineers

Figure 1

Figure 2. Site Photographs

Photograph 1. Settlement and distressing in southern half of South 38th Street, looking northwest.



Photograph 2. Settlement in southern half of South 38th Street, looking east.

Appendix A
Report Limitations and Guidelines for Use

Appendix A
Report Limitations and Guidelines for Use

This appendix provides information to help you manage your risks with respect to the use of this report.

REPORT USE AND RELIANCE

This report has been prepared for the City of Tacoma their authorized agents and regulatory agencies. GeoEngineers structures our services to meet the specific needs of our clients. No party other than the City of Tacoma may rely on the product of our services unless we agree to such reliance in advance and in writing. This is to provide our firm with reasonable protection against open-ended liability claims by third parties with whom there would otherwise be no contractual limits to their actions. Within the limitations of scope, schedule and budget, our services have been executed in accordance with our Task Order with the City of Tacoma dated June 13, 2024, and generally accepted geotechnical practices in this area at the time this report was prepared. Use of this report is not recommended for any purpose or project except the one originally contemplated.

This report should not be applied for any purpose or project except the one originally contemplated. If important changes are made to the project or property after the date of this report, we recommend that GeoEngineers be given the opportunity to review our interpretations and recommendations, and then we can provide written modifications or confirmation, as appropriate.

INFORMATION PROVIDED BY OTHERS

GeoEngineers has relied upon certain data or information provided or compiled by others in the performance of our services. Although we used sources that are believed to be trustworthy, GeoEngineers cannot warrant or guarantee the accuracy or completeness of information provided or compiled by others.

CONDITIONS CAN CHANGE

This report is based on conditions that existed at the time the study was performed. The findings and conclusions of this report may be affected by the passage of time, by events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability, or groundwater fluctuations. If more than a few months have passed since issuance of our report or work product, or if any of the described events may have occurred, please contact GeoEngineers before applying this report for its intended purpose so that we may evaluate whether changed conditions affect the continued reliability or applicability of our conclusions and recommendations.

PROFESSIONAL JUDGMENT

It is important to recognize that the geoscience practices (geotechnical engineering, geology and environmental science) are less exact than other engineering and natural science disciplines. By necessity, GeoEngineers uses its professional judgment in arriving at our conclusions and recommendations. GeoEngineers includes these explanatory "limitations" provisions in our reports to help reduce the risk of misunderstandings regarding the inexact nature of our professional services. Please confer with GeoEngineers if you need to know how these 'Report Limitations and Guidelines for Use' apply to your project or site.

APPENDIX D

2013 MASON AVENUE APARTMENTS GEOTECH REPORT

GeoResources, LLC
5007 Pacific Hwy. E, Suite 16
Fife, Washington 98424

Ph. 253-896-1011
Fx. 253-896-2633

May 1, 2013
Rev September 11, 2013

Vaughn Bay Construction
c/o Apex Engineering, PLLC
2601 S. 35th Street Suite 200
Tacoma WA, 98409
(253) 473-4494

Attn: Mr. Paul Page

Revised Geotechnical Engineering Report
Proposed Multi-Family Residential Development
3808 S Mason Avenue
Tacoma, Washington
PN: 0220132-063, -047, and -048
No: VaughBayCon.MasonSt.RG

INTRODUCTION

This report presents the results of our data review, site reconnaissance, subsurface explorations, and geotechnical engineering analyses for the proposed multi-family development. The site is located at the intersection of the South Mason Avenue and 38th Street South intersection in Tacoma, Washington. The site location is shown on the attached Site Vicinity Map, Figure 1.

Our understanding of the project is based on our discussions with you and Apex Engineering; our review of preliminary plans prepared by Apex Engineering; our understanding of the City of Tacoma Critical Areas Ordinance and 2012 Stormwater Management Manual; our March 4, 2013 site visit; a review of published geologic literature; and our experience in the area. **This revised report includes supplemental subsurface explorations and recommendations for the offsite improvements to be made along South 38th Street, from South Tyler Street extending west to the project site.**

We understand that you propose to construct a 7 building, 114-unit multi-family residential development. We anticipate that the buildings will be three story wood-framed structures supported on conventional spread and continuous foundations. The lower level will have a slab-on-grade floor. The development will include a club-house and tot-lot playground, asphalt paved parking and driveway areas, concrete sidewalks, and typical underground utilities. **The improvements to South 38th Street will include 2 lanes of pervious concrete, concrete curbs, gutters, and sidewalks. This area currently consists of a gravel right-of-way that provides access to the single family residence along the right-of-way. The pervious concrete section will consist of 8 inches of pervious concrete overlying 12 inches of reservoir course. The proposed development and offsite improvements are illustrated on the attached Site Plan, Figure 2.**

SCOPE

The purpose of our services was to evaluate the surface and subsurface conditions at the site as a basis for developing and providing geotechnical recommendations and design

criteria for the proposed development, in addition to assessing potential adverse impacts to and from the slopes located within the site area. Specifically, our scope of services for the project included the following:

1. Visiting the site and conducting a geologic reconnaissance to assess the site's soil, groundwater and slope conditions;
2. Exploring the subsurface conditions by excavating a series of test pits at selected locations across the site;
3. Addressing the City of Tacoma Critical Areas Ordinance Chapter 13.11 for potential landslide hazards on the subject property;
4. Providing geotechnical recommendations for site grading including site preparation, subgrade preparation, fill placement criteria, suitability of on-site soils for use as structural fill, temporary and permanent cut and fill slopes, and drainage and erosion control measures;
5. Providing recommendations and design criteria for conventional foundation and floor slab support, including allowable bearing capacity, subgrade modulus, lateral resistance values and estimates of settlement;
6. Providing recommendations and design criteria for the design of conventional subgrade/retaining walls, including backfill and drainage requirements, lateral design loads, and lateral resistance values;
7. Providing recommendations for stormwater per the 2012 City of Tacoma Stormwater Management Manual; and
8. Providing appropriate IBC seismic design parameters for the proposed structures.

The above scope of work was outlined in our February 21, 2013 Proposal for Geotechnical Engineering Services. We received your written authorization on February 25, 2013. **Authorization for our supplemental work on May 22, 2013.**

SITE CONDITIONS

Surface Conditions

The subject site is located at 3808 South Mason Avenue in Tacoma, Washington. South Mason Avenue actually ends at the northwest corner of the site and 38th Street South ends at the east central portion of the parcel. The parcel is currently undeveloped, however, there is a wetland area and split rail fence buffer, along with several existing underground utilities which cross the site. Additionally, numerous small piles of dirt (fill) are scattered across the southern portion of the property.

The site consists of three separate tax parcels (0220132063, 0220132047, and 0220132048). When combined, the parcels create an irregular shaped site that measures about 4104 feet wide (east to west) by 430 deep (north to south) and includes a 160-foot wide by 230-foot deep flag-pole extension in the northwest corner. The three parcels encompasses about 5.26 acres. As stated, the site is currently vacant and is bounded by single family residences on the north, east, and south and by the Tacoma Landfill on the west.

The existing South 38th Street right-of-way that extends east from the site to the South Tyler Street is about 30 feet wide and about 255 feet long. The right-of-way consists of a mostly gravel and dirt driving surface with grass along the margins. A concrete sidewalk extends along a portion of the south margin of the right-of-way. Several underground utilities including sewer, storm, and water were located within the right-of-way.

The site is located on the Tacoma glacial upland area. The site topography consists of a gentle, southward flowing broad swale that has side slopes that vary from about 5 to 20 percent.

The southwest corner of the site consists of a steeper, 35 to 45 percent slope that rises up to the Tacoma landfill on the west. A wetland pond occupies the northwestern portion of the parcel. Total topographic relief across the site is on the order of 25 to 30 feet. An aerial photograph of the site in its current configuration is attached as Figure 2a, while the existing topography and property boundaries are shown on the attached Site Plan, Figure 2b and the proposed site layout is shown on Figure 2c.

Vegetation on the site consists of a mixture of Scot's broom, blackberries, tall grasses, young alder trees. The wetland area in the northwest corner of the parcel has more wetland type species. Other than the wetland pond, no surface water was observed at the time of our site visit. No evidence of erosion, soil movement, landslide activity or deep-seated slope instability was observed at the site or the adjacent areas at the time of our site visit

Site Soils

The USDA Natural Resource Conservation Services Soil Survey for Pierce County (SCS Maps) does not include the area within the City of Tacoma. Based on our experience, the site area soils are characteristic of both the Harstine (type 16) and Indianola (type 18) soils. The Harstine soils are derived from sandy glacial till, form on slopes of 0 to 45 percent, are listed as having a "slight" to "moderate to severe" erosion hazard when exposed, and are in hydrologic soils group "C". The Indianola soils are derived from sandy glacial outwash, form on slopes of 0 to 45 percent, have a "slight" to "moderate to severe" erosion hazard exposed and are listed in hydrologic soils group "A". We observed no active or ongoing erosion on the subject site at the time of our site visit.

Geologic Conditions

According to the *Draft Geologic Map of the Tacoma south 7.5-minute Quadrangle, Snohomish, Washington*, by Troost, K.G., Booth, D.B., and Borden, R.K., the site is underlain by a combination of Vashon glacial till (Qvt) and recessional outwash (Qvr). The till was deposited during the most recent Vashon stade of the Fraser glaciation that occurred between about 12,000 and 15,000 years ago. The Vashon glacial till consists of a heterogeneous mixture of clay, silt, sand, and gravel that was deposited at the base of the prehistoric continental glacial ice mass and subsequently over-ridden. As such, the till exhibits high strength and low compressibility characteristics. The recessional outwash consists of a poorly stratified mixture of sand and gravel that was deposited by melt-water streams and rivers emanating from the receding continental ice mass. The outwash is considered normally consolidated and offers moderate strength. An excerpt of the above referenced map is attached as Figure 4.

Subsurface Explorations

On March 4, 2013, GeoResources, LLC explored subsurface conditions at the site by monitoring the excavation of 8 test pits. **We returned to the site on June 17, 2013 and excavated another 4 test pits. We were also able to located the log of a deeper boring, performed by others, that is located in the northeast corner of the South 38th Street right-of-way.** The test pits were excavated by a backhoe operated by a licensed earthwork contractor working for GeoResources. The test pits extended to depths ranging from 9½ to 13 feet below the existing ground surface. The test pits were located in the field by our representative by pacing from existing site features. The approximate location of the test pits are indicated on the attached Site Plan as Figure 2 and summarized below in Table 1.

TABLE 1
APPROXIMATE LOCATIONS, ELEVATIONS, AND DEPTHS OF EXPLORATIONS

Test Pit Number	Functional Location	Surface Elevation (feet)	Termination Depth (feet)	Termination Elevation (feet)
TP-1	SE corner of site – 50 ft south SS Mid- South	296	13	283
TP-2	central portion of site., 45 ft south SS	288	11	277
TP-3	SW corner of site – 50 ft south SS	289	13	276
TP-4	Center of site, east of wetland area	288	13	275
TP-5	North center of site, east of wetland area	291	13	278
TP-6	NE corner of site, 50ft west of Mason ROW	297	9½	287½
TP-7	South center of site, between TP-1 and TP-2	291	11	280
TP-8	East center of site, west Mason Street ROW	292	11	281
TP-101a	**SW corner of the 38th Street right-of-way**	**298**	**10**	**286**
TP-101b	**SW corner of the 38th Street right-of-way**	**298**	**10**	**286**
TP-102	**South center of the 38th Street right-of-way**	**298**	**11**	**285**
TP-103	**SE corner of the 38th Street right-of-way**	**298**	**12**	**284**

Elevation datum: Site Survey prepared by Apex Engineering

A geologist from our office continuously monitored the excavations, maintained logs of the subsurface conditions encountered in each test pit, obtained representative soil samples, and observed pertinent site features. Representative soil samples obtained from the test pits were placed in sealed plastic bags and taken to our laboratory for further examination and testing, as deemed appropriate.

Subsurface Conditions

Our test pits encountered variable subsurface conditions that generally confirmed the USGS mapped stratigraphy, but differed from the SCS map designations. Our test pits encountered approximately ½ to 1 feet of topsoil mantling 4 to more than 12 feet of loose to medium dense recessional outwash (test pits TP-1, TP-5, TP-6, TP-7 and TP-8) or 2½ to 4½ feet of medium dense weathered till (test pits TP-2, TP-3, and TP-4). These surficial soils were underlain by dense glacial till in test pits TP-2, TP-3, TP-4 and TP-8. However, in the eastern and portion of the site, the recessional outwash appeared to be underlain by a dense sandy advance outwash or clean sandy till. The dense glacial till/outwash was encountered to the full depth explored in all test pits except TP-1, which was terminated in the recessional outwash. **The test pits excavated in the South 38th Street right-of-way encountered native outwash in the western portion of the right-of-way and old glacial till fill associated with past site grading and utility trench backfill in the eastern half of the right-of-way (Test pits TP-102 and TP-103).** The subsurface conditions encountered in each test pit are described below in Table 2.

TABLE 2
APPROXIMATE THICKNESSES, DEPTHS, AND ELEVATIONS OF SOIL LAYERS ENCOUNTERED IN EXPLORATIONS

Test Pit Number	Thickness of Topsoil / Fill (feet)	Thickness of Loose/ Med Dense Recessional Outwash SAND (feet)	Thickness of Med Dense Weathered Till (feet)	Depth to Dense Glacial Till (feet)	Elevation of Dense Glacial Till (feet)
TP-1	½	12½ +	N/E	N/E	N/E
TP-2	1	0	4	5	283
TP-3	4*	0	2½	6½	282½
TP-4	1	0	4½	5½	282½
TP-5	1	5½	0	6½**	284½
TP-6	½	4	0	4½ **	292½
TP-7	½	6	0	6½ **	284½
TP-8	½	5½	2	8	284
TP-101a	**1½**	**8½+**	**N/E**	**N/E**	**N/E**
TP-101b	**10+***	**N/E**	**N/E**	**N/E**	**N/E**
TP-102	**11+***	**N/E**	**N/E**	**N/E**	**N/E**
TP-103	**12+***	**N/E**	**N/E**	**N/E**	**N/E**

Elevation datum: Site Survey prepared by Apex Engineering
N/E = not encountered
*includes 3 ½ ft fill soils associated with past site grading.
** sandy till or advance sand

The soils encountered were visually classified in accordance with the Unified Soil Classification System (USCS) described on Figure 5. The test pit logs are included as Figures 6a through 6c.

Groundwater Conditions

Groundwater seepage was encountered in three test pits (TP-2, TP-4, and TP-8) at the time of excavation. We interpret the encountered groundwater to be indicative of a perched groundwater table. Perched groundwater develops when the vertical infiltration of ground water through a shallow, more permeable soil it slowed by a deeper, less permeable soil layer. We anticipate fluctuations in the local groundwater levels will occur in response to precipitation patterns, off-site construction activities, and site utilization. After the site is developed, the amount of seasonal perched groundwater may decrease over time.

TABLE 3
APPROXIMATE DEPTHS AND ELEVATIONS OF GROUNDWATER ENCOUNTERED IN TEST PIT EXPLORATIONS

Test Pit Number	Depth to Groundwater (feet)	Elevation of Groundwater (feet)	Date Observed
TP-1	N/E	N/E	3/4/2013 (ATD)
TP-2	4	284	3/4/2013 (ATD)
TP-3	N/E	N/E	3/4/2013 (ATD)
TP-4	5½	282½	3/4/2013 (ATD)
TP-5	N/E	N/E	3/4/2013 (ATD)
TP-6	N/E	N/E	3/4/2013 (ATD)
TP-7	N/E	N/E	3/4/2013 (ATD)
TP-8	6	286	3/4/2013 (ATD)
TP-101a	**N/E**	**N/E**	**6/17/2013 (ATD)**
TP-101b	**N/E**	**N/E**	**6/17/2013 (ATD)**
TP-102	**N/E**	**N/E**	**6/17/2013 (ATD)**
TP-103	**N/E**	**N/E**	**6/17/2013 (ATD)**

Elevation datum: Site Survey prepared by Apex Engineering
ATD = At time of digging

CONCLUSIONS

Based on our site observations and data review, subsurface explorations and our engineering analysis, it is our opinion that the proposed multi-family residential development will have minimal impacts to the site and adjacent properties.

Landslide Hazards– per City of Tacoma Municipal Code, Chapter 13.11

The City of Tacoma Municipal Code, Chapter 13.11 defines a landslide hazard area as an area potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope, slope aspect, structure, hydrology, or other factors. Landslide hazard areas are identified as any area with the following characteristics:

A. Slopes steeper than 25 percent and a vertical relief of ten (10) or more feet.
B. Hillsides intersecting geologic contacts that contain impermeable soils (typically silt and clay) frequently inter-bedded with permeable granular soils (predominantly sand and gravel), or impermeable soils overlain with permeable soils.
C. Springs or groundwater seepage.
D. Any area which has exhibited movement during the Holocene epoch (from 10,000 years ago to present) or that are underlain or covered by mass wastage debris of that epoch.
E. Any area potentially unstable due to rapid stream incision stream bank erosion or undercutting by wave action.
F. Any area located on an alluvial fan presently subject to, or potentially subject to, inundation by debris flows or deposition of stream-transported sediments.
G. Any area where the slope is greater than the angle of repose of the soil.
H. Any shoreline designated or mapped as Class U, Uos, Urs, or I by the Washington Department of Ecology Coastal Zone Atlas.

Slopes steeper than 25 percent, with more than 10 feet of relief, were observed in the southwest corner of the site. The slope in this area is mapped to be underlain by glacial till, which was encountered in test pit TP-3 at the toe of the slope. The slope is well vegetated. No intersecting geologic contacts or permeable over impermeable soils are mapped in the vicinity of the site. No springs or seeps were observed on slope or flatter portion of the site. However standing water was noted in the wetland pond. The referenced USGS geologic map for the site area does not indicate any areas of recent or Holocene epoch mass wasting on or adjacent to the site. The Coastal Zone Atlas maps does not map the site area and we would not interpret the site slopes and subsurface conditions to meet the Coastal Atlas designations of U, Uos, Urs, or I.

Based on the above observations, the site has one of the criteria of a Landslide Hazard Area per the City of Tacoma Municipal Code Chapter 13 (slopes steeper than 25 percent with a vertical relief of 10 or more feet). In our opinion, while the site meets the technical criteria of a landslide hazard area, no evidence of active or historic landslide was noted by either the previous report or our more recent reconnaissance. In our opinion, the slopes in the southwest corner of the site appear stable and no buffers should be imposed.

Erosion Hazards – per City of Tacoma Section 13.11.720

The City of Tacoma Municipal Code, Chapter 13.11 defines erosion hazard areas as generally consisting of areas where the combination of slope and soil type makes the area susceptible to erosion by water flow, either by precipitation or by water runoff. Concentrated stormwater runoff is a major cause of erosion and soil loss. Erosion hazard critical areas include the following:

A. Areas with high probability of rapid stream incision, stream bank erosion or coastal erosion, or channel migration.
B. Areas defined by the Washington Department of Ecology Coastal Zone Atlas as one of the following soil areas: Class U (Unstable) includes severe erosion hazards and rapid surface runoff areas, Class Uos (Unstable old slides) includes areas having severe limitations due to slope, Class Urs (Unstable recent slides), and Class I (Intermediate).
C. Any area characterized by slopes greater than 15 percent; and the following types of geologic units as defined by draft geologic USGS maps: m (modified land), Af (artificial fill), Qal (alluvium), Qw (wetland deposits), Qb (beach deposits), Qtf (tide-flat deposits), Qls (landslide deposits), Qmw (mass-wastage deposits), Qf (fan deposits), Qvr and Qvs series of geologic material types (Vashon recessional outwash and Steilacoom Gravel), and Qvi (Ice-contact deposits).
D. Slopes steeper than 25% and a vertical relief of 10 or more feet.

Based on the above observations, the site meets the criteria of an Erosion Hazard Area (slopes steeper than 25 percent with a vertical relief of 10 or more feet) per the City of Tacoma Municipal Code, Chapter 13. According to the proposed site plans, the steep slope area will not be included in the proposed development. Best Management Practices for erosion and sediment control outlined in the 2012 City of Tacoma Stormwater Management Manual should be used during construction.

Site Preparation and Grading

All structural areas on the site to be graded should be stripped of vegetation, organic surface soils, and other deleterious materials. Organic topsoil will not be suitable for use as structural fill, but may be used for limited depths in non-structural areas. Based on the

encountered subsurface conditions, stripping depths ranging from 6 to 12 inches should be expected to remove the upper organic topsoil and duff. It should be noted that the stockpiles of old fill placed across the southern portion of the site appeared to have been placed atop the original topsoil layer. It will be necessary to move the imported fill in order to strip the original topsoil. The imported fill appears to be glacial till types soils and will be suitable for reuse as fill if properly moisture conditioned and provided they don't have debris or other deleterious material.

Where placement of fill material is required, the stripped/exposed subgrade areas should be compacted to a firm and unyielding surface prior to placement of any fill. Excavations for debris removal should be backfilled with structural fill compacted to the densities described in the **"Structural Fill"** section of this report.

The exposed subgrade soil should be proof-rolled with heavy rubber-tired equipment during dry weather or probed with a 1/2-inch-diameter steel rod during wet weather conditions by a representative of GeoResources, LLC. Soft, loose or otherwise unsuitable areas delineated during proof-rolling or probing should be recompacted, if practical, or over-excavated and replaced with structural fill.

Structural Fill

Structural fill should be placed in horizontal lifts of appropriate thickness to allow adequate and uniform compaction of each lift. Fill should be compacted to at least 95 percent of MDD (maximum dry density as determined in accordance with ASTM D-1557).

The appropriate lift thickness will depend on the fill characteristics and compaction equipment use, but is typically limited to 8 to 12 inches. The suitability of onsite material for use as structural fill will depend on the gradation and moisture content of the soil. As the amount of fines (material passing US No. 200 sieve) increases, soil becomes increasingly sensitive to small changes in moisture content and adequate compaction becomes more difficult to achieve. During wet weather, we recommend use of well-graded sand and gravel with less than 5 percent (by weight) passing the US No. 200 sieve based on that fraction passing the 3/4-inch sieve, such as "Gravel Backfill for Walls" (9-03.12(2)). If prolonged dry weather prevails during the earthwork and foundation installation phase of construction, higher fines content (up to 10 to 12 percent) could be acceptable.

Material placed for structural fill should be free of debris, organic matter, trash and cobbles greater than 6-inches in diameter. The moisture content of the fill material should be adjusted as necessary for proper compaction, and should be within 2 percent of optimum moisture.

Suitability of On-Site Materials as Fill

During dry weather construction, any non-organic on-site soil may be considered for use as structural fill; provided it meets the criteria described above in the "**Structural Fill**" section and can be compacted as recommended. If the soil material is over-optimum in moisture content when excavated, it will be necessary to aerate or dry the soil prior to placement as structural fill.

The native outwash soils generally consisted of sand with minor amount of silt and gravel. These soils are generally comparable to "common borrow" material and will be suitable for use as structural fill over a wider range of moisture content. Conversely, the glacial till encountered in the western and central portion of the site contained a considerably high fines content and will be difficult to impossible to reuse as structural fill at their current moisture content or during periods of extended precipitation.

We recommend that completed graded-areas be restricted from traffic or protected prior to wet weather conditions. The graded areas may be protected by paving, placing

asphalt-treated base, a layer of free-draining material such as pit run sand and gravel or clean crushed rock material containing less than 5 percent fines, or some combination of the above.

Temporary Excavations

All job site safety issues and precautions are the responsibility of the contractor providing services/work. The following cut/fill slope guidelines are provided for planning purposes only. Temporary cut slopes will likely be necessary during grading operations or utility installation.

All excavations at the site associated with confined spaces, such as utility trenches and retaining walls, must be completed in accordance with local, state, or federal requirements. Based on current Washington Industrial Safety and Health Act (WISHA, WAC 296-155-66401) regulations, we would classify the shallow recessional soils as Type C soils while the deeper glacial till is classified as a Type A soil.

According to WISHA, for temporary excavations of less than 20 feet in depth, the side slopes in Type C soils should be laid back at a slope inclination of 1½H:1V or flatter from the toe to top of the slope, whereas the Type A glacial till can be laid back at a temporary slope inclination of ¾H:1V. It should be recognized that slopes of this nature do ravel and require occasional maintenance.

All exposed slope faces should be covered with a durable reinforced plastic membrane, jute matting, or other erosion control mats during construction to prevent slope raveling and rutting during periods of precipitation. These guidelines assume that all surface loads are kept at a minimum distance of at least one half the depth of the cut away from the top of the slope and that significant seepage is not present on the slope face. Flatter cut slopes will be necessary where significant raveling or seepage occurs, or if construction materials will be stockpiled along the top of the slope, or if instability is observed.

Where it is not feasible to slope the site soils back at these inclinations, a shoring or retaining wall should be considered. Where retaining structures are greater than 4-feet in height (bottom of footing to top of structure) or have slopes of greater than 15 percent above them, they should be engineered per Washington Administrative Code (WAC 51-16-080 item 5 and WAC 51.51.0404.4).

This information is provided solely for the benefit of the owner and other design consultants, and should not be construed to imply that GeoResources assumes responsibility for job site safety. It is understood that job site safety is the sole responsibility of the project contractor.

Foundation Support

Based on the subsurface soil conditions encountered across the site, we recommend that spread footings for the buildings be founded on the near surface medium dense recessional outwash, glacial till, or on appropriately prepared structural fill that extends to suitable native soils. The uncontrolled fill material encountered in the southern portion of the site is not suitable to support foundation loads in its current condition, but could be used for bearing provided it meets the requirements of the **Structural Fill** section of this report.

The soil at the base of the footing excavations should be disturbed as little as possible. All loose, soft or unsuitable material should be removed or recompacted, as appropriate. A representative from our firm should observe the foundation excavations to determine if suitable bearing surfaces have been prepared, particularly in the areas where the foundation will be situated on fill material.

We recommend a minimum width of 24 inches for isolated footings and at least 16 inches for continuous wall footings. All footing elements should be embedded at least 18 inches below grade for frost protection. Footings founded as described above can be designed using an allowable soil bearing capacity of 2,500 psf (pounds per square foot) for

combined dead and long-term live loads. The weight of the footing and any overlying backfill may be neglected. The allowable bearing value may be increased by one-third for transient loads such as those induced by seismic events or wind loads.

Lateral loads may be resisted by friction on the base of footings and floor slabs and as passive pressure on the sides of footings. We recommend that an allowable coefficient of friction of 0.35 be used to calculate friction between the concrete and the underlying soil. Passive pressure may be determined using an allowable equivalent fluid density of 350 pcf (pounds per cubic foot). Passive resistance from soil should be ignored in the upper 1 foot. A factor of safety of 1.5 has been applied to these values.

We estimate that settlements of footings designed and constructed as recommended will be less than 1 inch, for the anticipated load conditions, with differential settlements between comparably loaded footings of ½-inch or less. Most of the settlements should occur essentially as loads are being applied. However, disturbance of the foundation subgrade during construction could result in larger settlements than predicted. We recommend that all foundations be provided with footing drains.

Where the footings bridge between hard, undisturbed glacial till and other soils, we recommend that the till be scarified and recompacted to a depth of 4-inches in order to limit differential settlement.

Floor Slab Support

Slab-on-grade floors, where constructed, should be supported on the medium dense native soils or on structural fill prepared as described above. Areas of old fill material should be evaluated during grading activity for suitability of structural support. Areas of significant organic debris should be removed.

We recommend that floor slabs be directly underlain by a minimum 6-inch layer of 5/8-inch clean crushed rock (less than 2 percent fines), pea gravel, or *Gravel Backfill for Drains* (WSDOT 9-03.121(4)). This layer should be placed and compacted to an unyielding condition.

A synthetic vapor retarder to control moisture migration through the slabs. This is of particular importance where the foundation elements are underlain by the silty till or lake sediments, or where moisture migration through the slab is an issue, such as where adhesives are used to anchor carpet or tile to the slab.

A subgrade modulus of 400 kcf (kips per cubic foot) may be used for floor slab design. We estimate that settlement of the floor slabs designed and constructed as recommended, will be ½-inch or less over a span of 50 feet.

Subgrade/Basement Walls

Based on existing topography, we do not anticipate that the structures will require any subgrade or basement walls. However, utility or stormwater vaults may be constructed below grade. The lateral pressures acting on subgrade and retaining walls (such as basement walls) will depend upon the nature and density of the soil behind the wall. It is also dependent upon the presence or absence of hydrostatic pressure. If the walls are backfilled with granular well-drained soil, the design static active pressure may be taken as 35 pcf (equivalent fluid density). Active pressures assume the wall are allowed to move to develop the active condition. If the walls are constrained from moving, a static at-rest lateral earth pressure of 55 pcf should be used. These design values assume a level backslope and drained conditions as described below.

Adequate drainage behind any retaining structure is imperative. Positive drainage which controls the development of hydrostatic pressure can be accomplished by placing a zone of coarse sand and gravel behind the walls. The granular drainage material should contain less than 5 percent fines. The drainage zone should extend horizontally at least 18

inches from the back of the wall. The drainage zone should also extend from the base of the wall to within 1 foot of the top of the wall. The drainage zone should be compacted to approximately 90 percent of the MDD. Over-compaction should be avoided as this can lead to excessive lateral pressures.

A minimum 4-inch diameter perforated or slotted PVC pipe should be placed in the drainage zone along the base and behind the wall to provide an outlet for any accumulated water and direct accumulated water to an appropriate discharge location. We recommend that a nonwoven geotextile filter fabric be placed between the drainage material and the remaining wall backfill to reduce silt migration into the drainage zone. The infiltration of silt into the drainage zone can, with time, reduce the permeability of the granular material. The filter fabric should be placed such that it fully separates the drainage material and the backfill, and should be extended over the top of the drainage zone. A typical detail showing below grade well drainage is provided as Figure 7.

Lateral loads may be resisted by friction on the base of footings and as passive pressure on the sides of footings and the buried portion of the wall, as described in the "**Foundation Support**" section. We recommend that an allowable coefficient of friction of 0.35 be used to calculate friction between the concrete and the underlying soil. Passive pressure may be determined using an allowable equivalent fluid density of 300 pcf (pounds per cubic foot). Factors of safety have been applied to these values.

Site Drainage

All ground surfaces, pavements and sidewalks at the site should be sloped away from structures. The site should also be carefully graded to ensure positive drainage away from all structures and property lines. Surface water runoff from the roof area, driveways, perimeter footing drains, and wall drains, should be collected, tightlined, and conveyed to an appropriate discharge point.

We recommend that footing drains are installed for the residence in accordance with IBC 1807.4.2, and basement walls (if utilized) have a wall drain as describe above and shown on Figure 7. The roof drain should not be connected to the footing drain.

Stormwater Infiltration

Based on our site observations and explorations, the recessional outwash encountered in the southwest corner of the site and deeper, dense sand encountered in the central portion of the site will support onsite infiltration of stormwater. According to the 2012 City of Tacoma Surface Water Management Manual, Volume 3 Chapter 6.5, design infiltration rates were determined in accordance with the ASTM Gradation Testing Method outlined in Section 6.5.2. The results of the grain size analysis are attached in Appendix A and are summarized below in Table 4.

TABLE 4
ESTIMATED INFILTRATION RATE USING ASTM GRADATION TEST METHOD

Sample Number	Sample Depth (feet)	Fines Content (%)	D10 (mm)	D60 (mm)	D90 (mm)	Estimated Long-Term Rate (in/hr)
TP-1, S-1	10 ft	4.7	0.21	0.58	14.17	3.5
TP-3, S-1	10-13 ft	8.2	0.13	0.75	9.33	2.0
TP-5, S-1	2-3 ft	4.0	0.29	5.62	26.86	3.5
TP-7, S-1	7 ft	4.9	0.21	1.14	21.32	3.5
TP101a, S-1	**6 ft**	**4.4**	**0.15**	**1.00**	**6.00**	**2.0**

Estimate long-term rate based on Table 3-7, Section 6.5.2

Given the density and compactness of the advance sands, we recommend applying a factor of safety of 2 to the above values. It should be noted that the granular soils encountered in the test pits listed above were bounded by dense glacial till soils. As such, it may be prudent to perform a mounding analysis once the final design has been completed. Furthermore, in situ verification at the time of construction is recommended.

Most of the South 38th Street right-of-way is underlain by utility trench backfill that has a significant amount of fines. Only test pit TP-101, encountered native soils that will support onsite infiltration. A copy of a water well log by others, near the intersection of South 38th Street and Tyler Street also encountered native soil that was mantled by about 10 feet of glacial till overlying outwash at depth. The native soil in the western portion of the right of way appeared suitable for infiltration using a estimated rate of 2.0 inches per hour, as noted above in Table 4. The 2012 City of Tacoma stormwater manual allows infiltration of groundwater into fill material if the fill is placed and compacted under the direct supervision of a geotechnical engineer or professional civil engineer with geotechnical expertise, and if the measured infiltration rate is at least 8 inches per hour. The existing fill underlying the eastern half of the site does not meet this criteria. Given the amount of fines, the infiltration rate would not meet the 8 inch per hour criteria and there is no documentation regarding fill type or placement. The fill can over overexcavated and replaced with an import fill that has no more than 2 percent fines, a D10 ratio of at least 0.100 mm. We recommend that a minimum 3 feet of imported fill be placed under the reservoir course in the eastern half of the South 38th Street right-of-way. The fill will need to be pre-sampled and verified prior to importing to the project site.

The City also requires a Cation exchange capacity (CEC) for the treatment soil to be ≥5 milliequivalents (USEPA Method 9081). Based on our past experience, the native soils will meet the above requirements, however, import fill will need to sample prior to use for treatment to ensure that the import material is sufficient for expected pollutant loadings, particularly heavy metals. CEC values of >5 meq/100g are expected in loamy sands, according to Rawls, et al.

We anticipate that the City of Tacoma will require field testing to verify the design infiltration rate during construction. Most clean imported fill with silty sand and low clay content fines will the minimum infiltration rate we have assumed, however, the testing will confirm the design infiltration rate.

Appropriate design, construction and maintenance measures are required to ensure the infiltration rate can be effectively maintained over time. Special care is required during the grading and construction periods to avoid fine sediment contamination of the infiltration system.

This may be accomplished by using an alternative storm water management location during construction or leaving the bottom of the systems 1 to 2 feet high, and subsequently excavating to the finished grade once the driveways are paved and landscaping is installed. All contractors working on the site (builders and subcontractors) should be advised to avoid "dirty" stormwater flowing to the site's stormwater system during construction and landscaping of the residences. No concrete trucks should be washed or cleaned on-site.

Suspended solids could clog the underlying soil and reduce the infiltration rate for the pond. To reduce potential clogging of the infiltration systems, the infiltration system should not be connected to the stormwater runoff system until after construction is complete and the site area is landscaped, paved or otherwise protected. Temporary systems may be utilized through construction. Periodic sweeping of the paved areas will help extend the life of the infiltration system.

LIMITATIONS

We have prepared this report for Vaughn Bay Construction, APEX Engineering, and other members of the design group. The data used in preparing this report and this report should be provided to prospective contractors for their bidding or estimating purposes only. Our report, conclusions and interpretations are based on our limited site reconnaissance, and should not be construed as a warranty of the subsurface conditions. Our analyses assumes the subsurface conditions observed are representative of the conditions across the site.

Variations in subsurface conditions are possible between the explorations and may also occur with time. A contingency for unanticipated conditions should be included in the budget and schedule. Sufficient monitoring, testing and consultation should be provided by our firm during construction to confirm that the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes should the conditions revealed during the work differ from those anticipated, and to evaluate whether earthwork and foundation installation activities comply with contract plans and specifications.

Our recommendations are not intended to direct the contractor's methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design. Our scope of services did not include the evaluation of the wetland or the presence/absence of hazardous or toxic substances in the site soils.

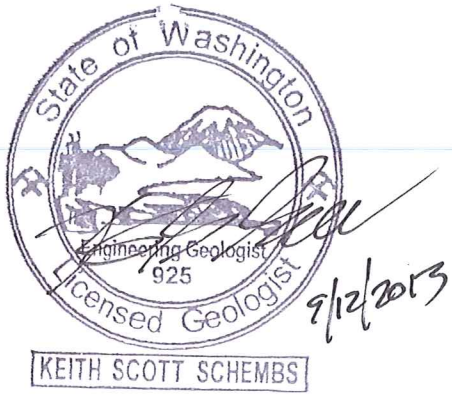
If there are any changes in the loads, grades, locations, configurations or type of facilities to be constructed, the conclusions and recommendations presented in this report may not be fully applicable. If such changes are made, we should be given the opportunity to review our recommendations and provide written modifications or verifications, as appropriate.

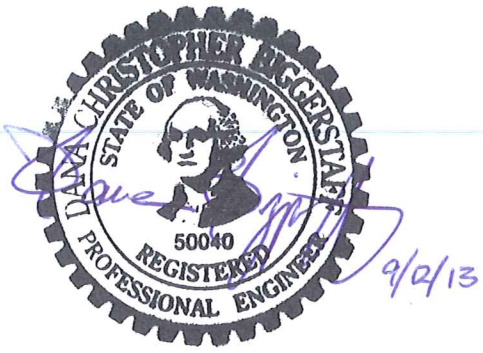
Within the limitations of the scope, schedule, and budget, the analyses, conclusions, and recommendations in this report were prepared in accordance with generally accepted professional geotechnical engineering principles and practice in the area at the time was prepared. We make no other warranty, either expressed or implied.

◆ ◆ ◆

We have appreciated working for you on this project. Please do not hesitate to call at your earliest convenience if you have any questions or comments.

Respectfully submitted,
GeoResources, LLC

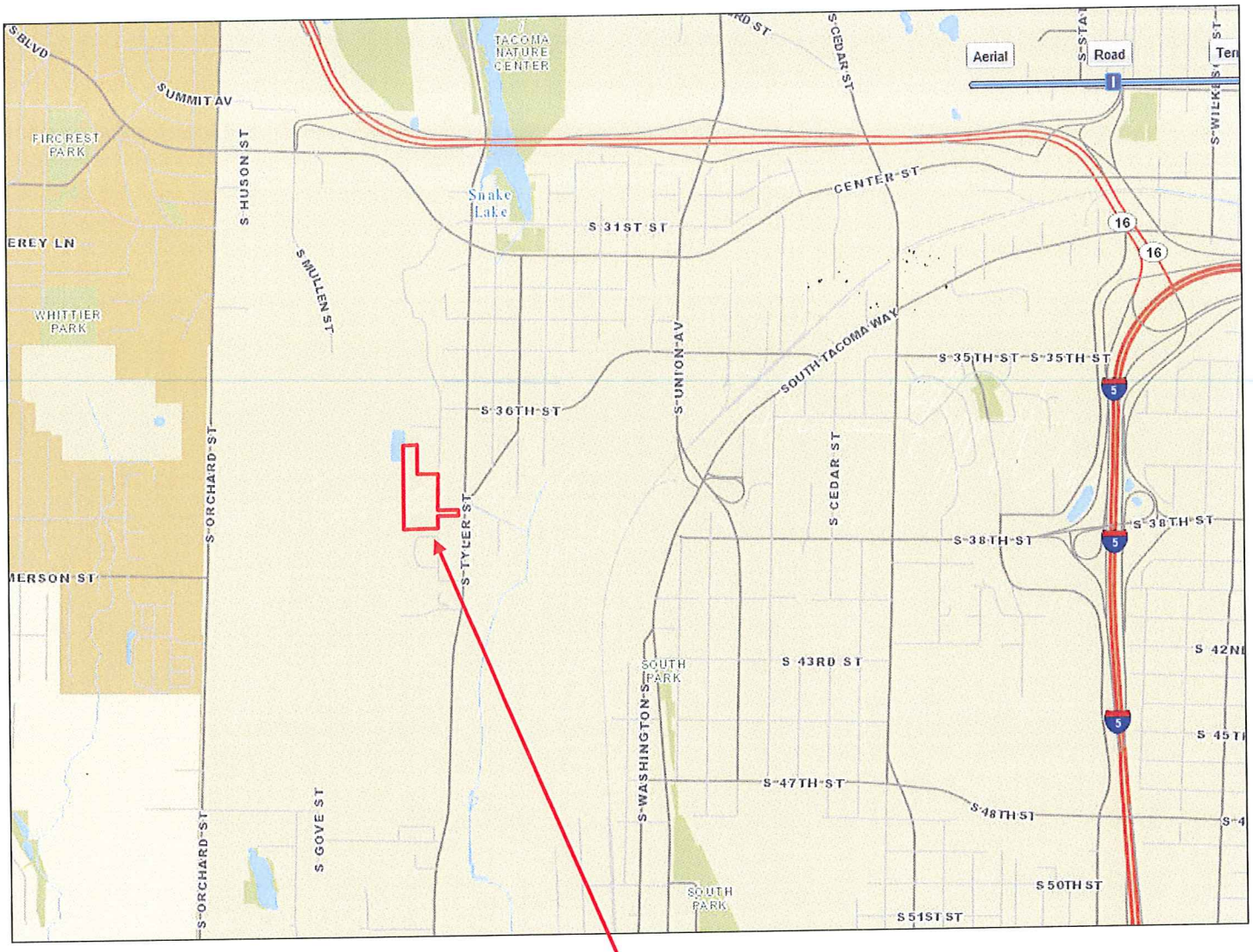




Keith S. Schembs, LEG
Principal

Dana C. Biggerstaff, PE
Senior Geotechnical Engineer

KSS:DCB:kss
Doc ID: CF27D100
Attachments:
Figure 1: Site Location Map
Figure 2a: Site Aerial Photograph
Figure 2b: Site & Exploration Plan
Figure 2c: Proposed Site Layout
Figure 3: NRCS SCS Soils Map
Figure 4: USGS Geology Map
Figure 5: Unified Soil Classification System
Figure 6a – 6c: Test Pit logs
Figure 7: Typical Wall Drainage and Backfilling
Appendix A – Grain Size Analysis



Not to Scale

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Site Location Map

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

D Doc ID: VaughnBayConst.Mason.F	April 2013	Figure 1

Approximate Site Location

N
W E
S

Note to Scale

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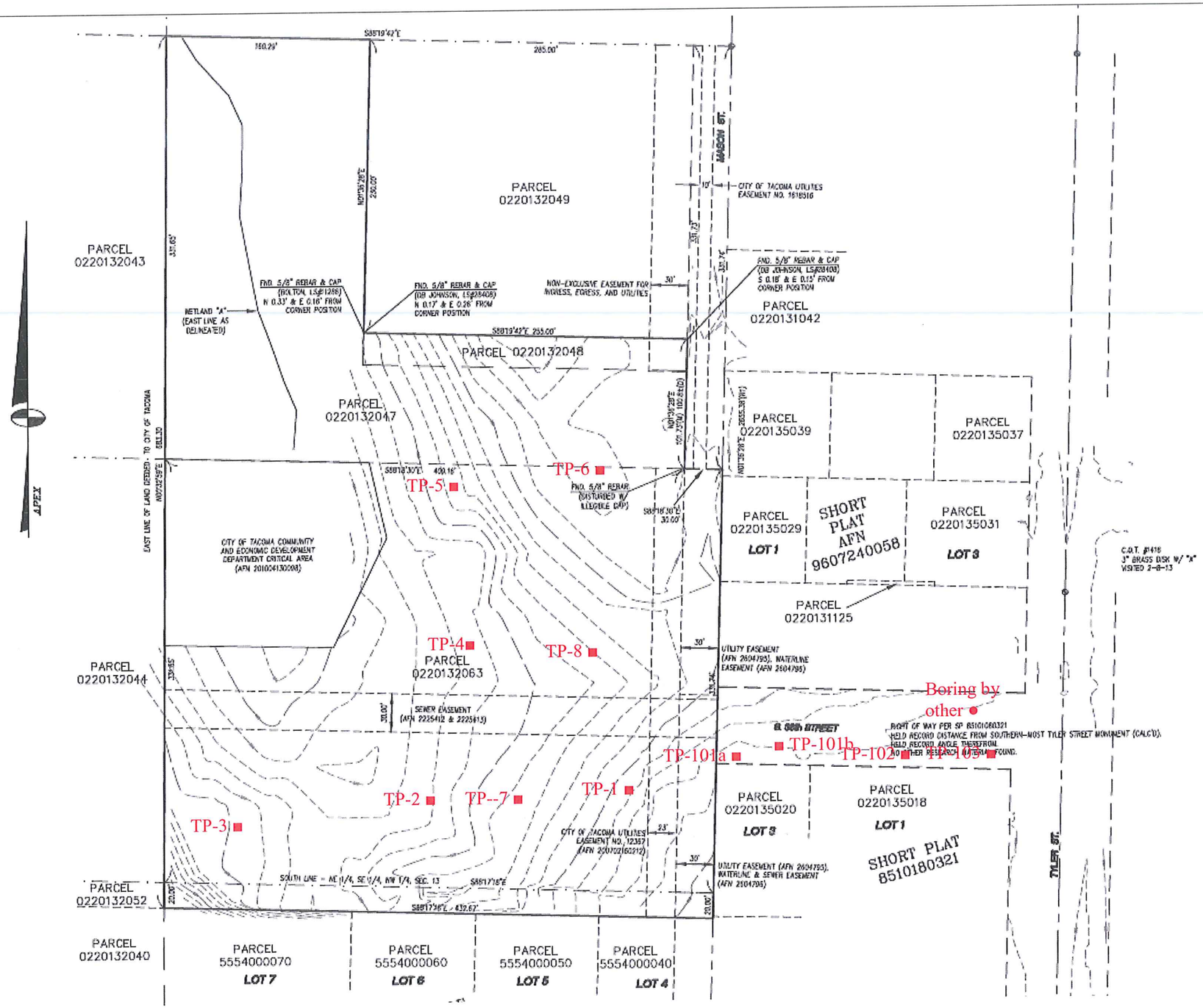
5007 Pacific Highway E, Ste 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Site Photograph

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

D Doc ID: VaughnBayConst.Mason.F	April 2013	Figure 2a



NOT TO SCALE

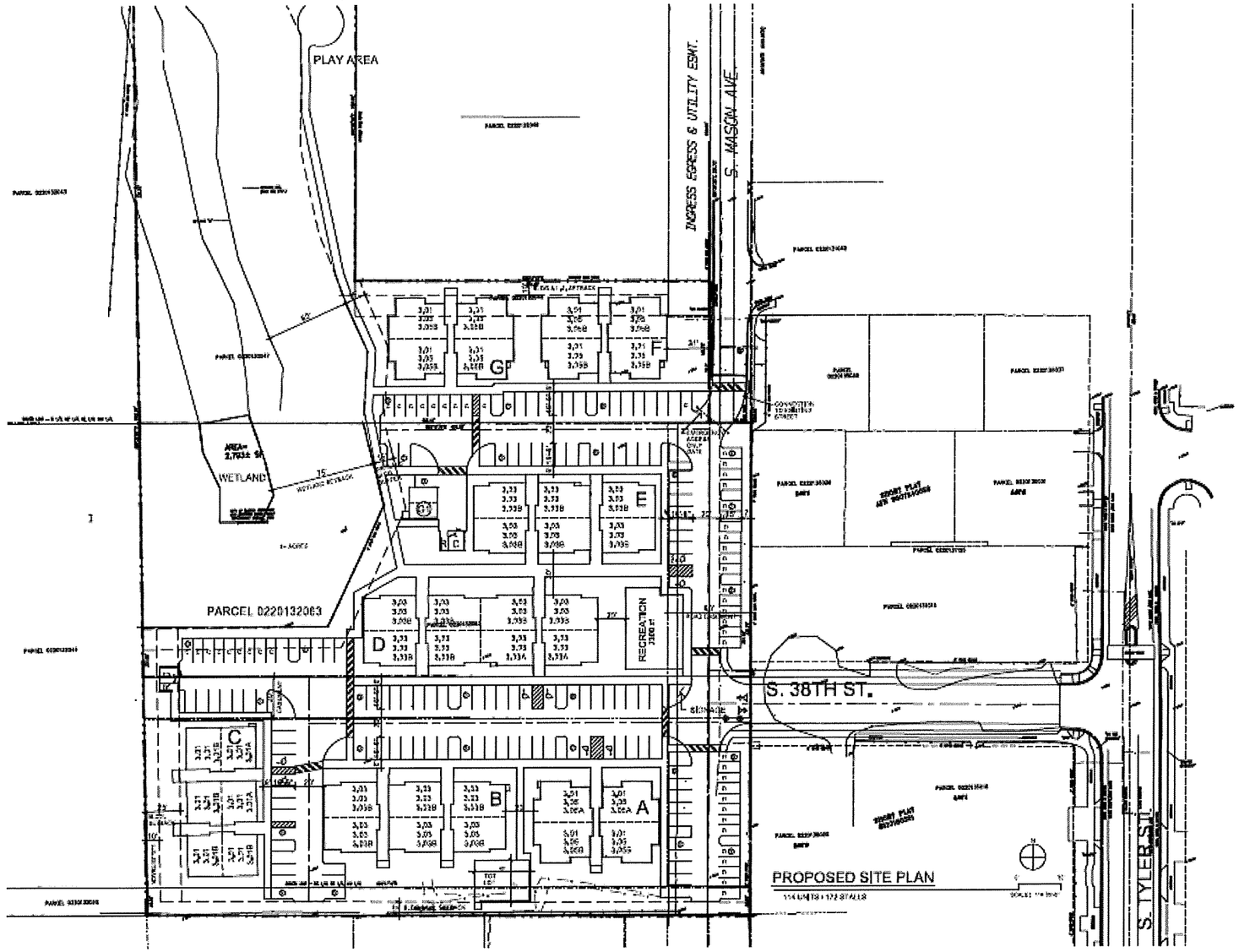
APPROXIMATE LOCATION AND NUMBER OF TEST PIT TP-1 ■

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Ph: 253-896-1011
Fax: 253-896-2633

Site & Exploration Plan

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

D Doc ID: VaughBayCon.Mason.SP	September 2013	Figure 2b



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APPROXIMATE LOCATION AND NUMBER OF TEST PIT TP-1 ■

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Ph: 253-896-1011
Fax: 253-896-2633

Proposed Site Plan

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

DocID: RRTDesign.WM.JMK.F	September 2013	Figure 2c

Approximate Site Location

(excerpt from NRCS Web Soil Survey created at http://websoilsurvey.nrcs.usda.gov/app/)

Soil Type	Soil Name	Parent Material	Slopes	Erosion Hazard	Hydrologic Soils Group
No Data Available within Urban Areas					

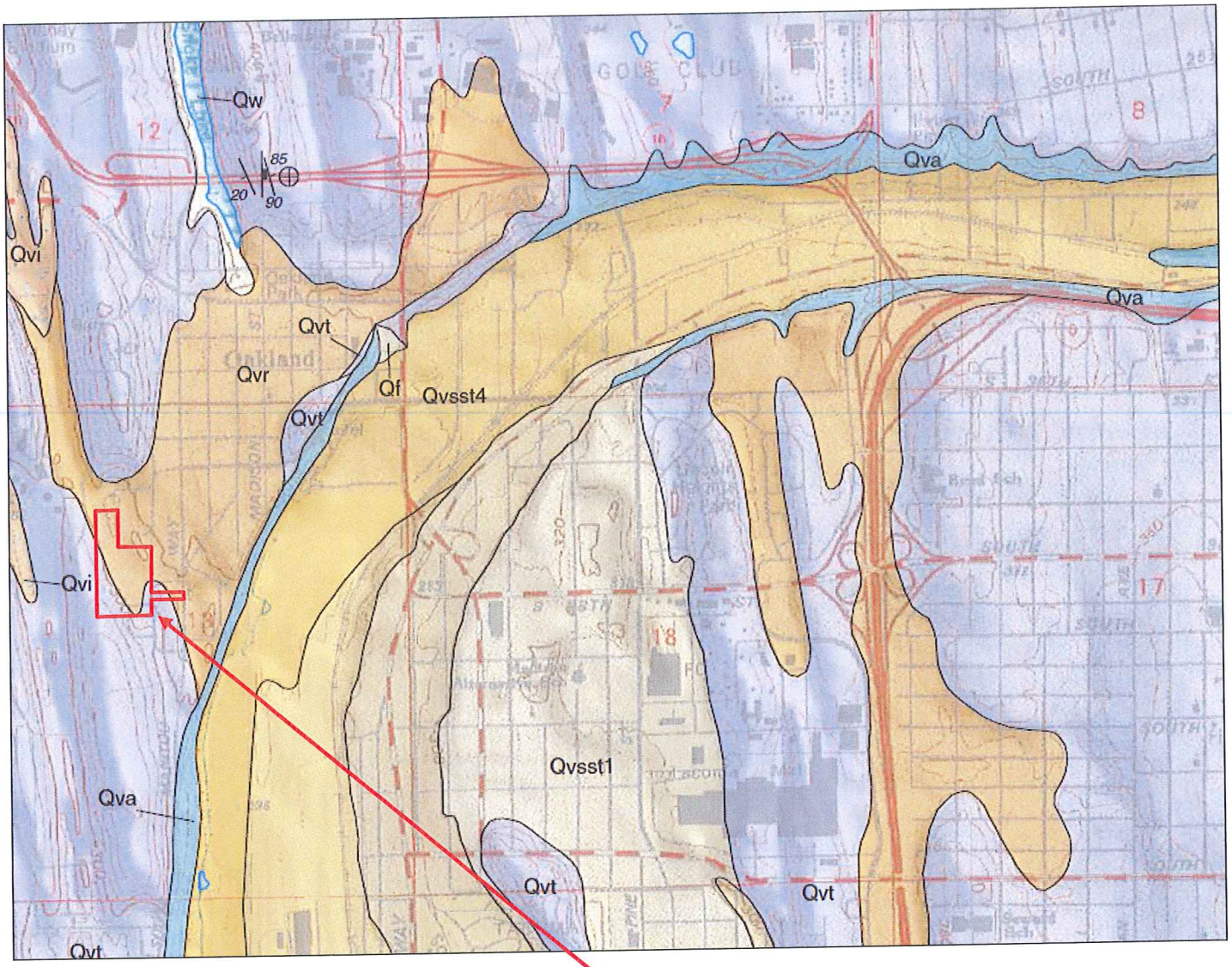
Not to Scale

GeoResources, LLC
5007 Pacific Highway E, Ste 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

NRSC Soils Map

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

D Doc ID: VaughnBayConst.Mason.F	April 2013	Figure 3



Approximate Site Location

(Excerpt from the *Geologic Map of the Tacoma south 7.5-minute Quadrangle, Snohomish, Washington* by James P. Minard, 1985)

N
W E
S

Not to Scale

GeoResources, LLC
5007 Pacific Highway E, Ste 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

USGS Geologic Units

Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

D Doc ID: VaughnBayConst.Mason.F	April 2013	Figure 4

SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOL	GROUP NAME
COARSE GRAINED SOILS More than 50% Retained on No. 200 Sieve	GRAVEL More than 50% Of Coarse Fraction Retained on No. 4 Sieve	CLEAN GRAVEL	GW	WELL-GRADED GRAVEL, FINE TO COARSE GRAVEL
			GP	POORLY-GRADED GRAVEL
		GRAVEL WITH FINES	GM	SILTY GRAVEL
			GC	CLAYEY GRAVEL
	SAND More than 50% Of Coarse Fraction Passes No. 4 Sieve	CLEAN SAND	SW	WELL-GRADED SAND, FINE TO COARSE SAND
			SP	POORLY-GRADED SAND
		SAND WITH FINES	SM	SILTY SAND
			SC	CLAYEY SAND
FINE GRAINED SOILS More than 50% Passes No. 200 Sieve	SILT AND CLAY Liquid Limit Less than 50	INORGANIC	ML	SILT
			CL	CLAY
		ORGANIC	OL	ORGANIC SILT, ORGANIC CLAY
	SILT AND CLAY Liquid Limit 50 or more	INORGANIC	MH	SILT OF HIGH PLASTICITY, ELASTIC SILT
			CH	CLAY OF HIGH PLASTICITY, FAT CLAY
		ORGANIC	OH	ORGANIC CLAY, ORGANIC SILT
HIGHLY ORGANIC SOILS			PT	PEAT

NOTES:

1. Field classification is based on visual examination of soil in general accordance with ASTM D2488-90.
2. Soil classification using laboratory tests is based on ASTM D2487-90.
3. Description of soil density or consistency are based on interpretation of blow count data, visual appearance of soils, and or test data.

SOIL MOISTURE MODIFIERS:

Dry- Absence of moisture, dry to the touch

Moist- Damp, but no visible water

Wet- Visible free water or saturated, usually soil is obtained from below water table

GeoResources, LLC
5007 Pacific Highway E, Ste 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

USCS Soil Classification System
Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

Test Pit TP-1

Location: SE corner of site – 50 ft south SS

Depth (feet)	Soil Type	Soil Description
0 - ½	-	Topsoil
½ - 3½	GW	Light brown sandy GRAVEL with some cobbles, trace silt (Loose to medium dense, moist) (Outwash)
3½ - 13	SP	Light brown/gray gravelly fine to medium SAND, with trace silt (Med dense to dense, moist)(Outwash) ○ TP-1, S-1, 10'

Terminated at 13 feet below ground surface.
No caving observed.
No groundwater seepage observed.

Test Pit TP-2

Location: South central portion of site – 45 ft south SS

Depth (feet)	Soil Type	Soil Description
0 - 1	-	Topsoil
1 - 5	ML	Orange/brown SILT, with trace fine sand (med stiff, wet)
5 - 11	ML	Tan w/ orange mottling SILT, with trace fine sand, occasional gray fine to medium SAND interbeds (Stiff to hard, moist to wet)

Terminated at 11 feet below ground surface.
Slight caving observed fat 4 feet and deeper.
Slow groundwater seepage observed at 4 feet depth.

Test Pit TP-3

Location: SW corner of site – 50 ft south SS

Depth (feet)	Soil Type	Soil Description
0 - ½	-	Topsoil
½ - 3½	SW	Gray/brown silty gravelly SAND (Medium dense, moist)(Fill)
3½ - 4	ML	Relict Topsoil
4 - 6½	ML/SM	Orange/tan with mottling fine sandy SILT/silty fine SAND (med dense, moist)(Weathered Till)
6½ - 10½	SP	Gray silty gravelly fine to medium SAND (Dense, moist)(Glacial Till)
10½ - 13	SP	Light brown/gray gravelly fine to medium SAND, with some silt (Dense, moist)(Sandy Glacial Till) ○ TP-3, S-1, 10-13'

Terminated at 13 feet below ground surface.
No caving observed.
No groundwater seepage observed.

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Test Pit Logs
Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

Test Pit TP-4

Location: Center of site, east of wetland area

Depth (feet)	Soil Type	Soil Description
0 - 1	-	Topsoil
1 - 3	SM	Orange/brown silty fine SAND, with rootlets (loose, moist)
3 - 5½	ML	Orange/brown SILT, with trace fine sand (med stiff, wet)
5½ - 13	ML	Tan w/ orange mottling SILT, with trace fine sand, occasional gray fine to medium SAND interbeds (Stiff to hard, moist to wet)

Terminated at 13 feet below ground surface.
Minor caving observed in the upper 6 feet.
Slight groundwater seepage 5½ feet.

Test Pit TP-5

Location: North center of site, east of wetland area

Depth (feet)	Soil Type	Soil Description
0 - 1	-	Topsoil
1 - 3	SW	Gray gravelly SAND, with a trace silt (Med dense to dense, moist) ○ TP-5, S-1, 2-3'
3 - 6½	SW	Brown/gray fine to medium SAND, with some gravel (Med dense to dense, moist)(Advance Outwash)
6½ - 13	SW	Gray silty gravelly SAND (Dense, moist)(Sandy Glacial Till/Advance Outwash)

Terminated at 13 feet below ground surface.
No caving observed.
No groundwater seepage or mottling observed.

Test Pit TP-6

Location: NE corner of site, ~ 50 ft west of Mason Street right of way

Depth (feet)	Soil Type	Soil Description
0 - ½	-	Topsoil
½ - 3½	SM	Orange/brown with mottling, silty SAND, with some gravel (Loose, moist)
3½ - 4½	SW	Gray gravelly SAND, with a trace silt (Med dense to dense, moist)(Outwash)
4½ - 9½	SW	Gray silty gravelly SAND (Dense, moist)(Sandy Glacial Till/Advance Otutwash)

Terminated at 9½ feet below ground surface.
No caving observed.
No groundwater seepage observed.

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Test Pit Logs
Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

Test Pit TP-7

Location: South center of site, between TP-1 and TP-2

Depth (feet)	Soil Type	Soil Description
0 - ½	-	Topsoil
½ - 3½	SM	Brown with mottling, silty, gravelly, SAND (Loose, moist)
3½ - 6½	SW	Gray silt gravelly SAND, with a trace silt (Med dense to dense, moist)(Outwash)
6½ - 11	SW	Gray gravelly SAND, with trace silt (Dense, moist)(Sandy Glacial Till/Advance Outwash) ○ TP-7, S-1, 7-9'

Terminated at 11 feet below ground surface.
No caving observed.
No groundwater seepage or mottling observed.

Test Pit TP-8

Location: East center of site, west Mason Street right of way

Depth (feet)	Soil Type	Soil Description
0 - ½	-	Topsoil
½ - 3	SM	Orange/brown fine SAND, some silt, rootlets (loose, moist)
3 - 6	SM/GM	Light brown gravelly SAND/sandy GRAVEL trace silt (Loose to medium dense, moist) (Outwash)
6 - 8	ML	Orange/brown SILT, with trace fine sand (med stiff, wet) (Weathered Till)
8 - 11	SW	Gray silty gravelly SAND (Dense, moist)(Sandy Glacial Till)

Terminated at 11 feet below ground surface.
No caving observed.
Groundwater seepage at 6 feet.

Logged by: KSS **Excavated on: 3/4/2013**

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Test Pit Logs
Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

Test Pit TP-101a

Location: SW corner of S 38th Street ROW area

Depth (feet)	Soil Type	Soil Description
0 - 1½	-	Crushed rock over Gray silty sand with gravel (dense, moist) (Reworked glacial till soils placed as fill)
1½ - 2½	SM	Reddish brown silty fine sand with gravel (loose to medium dense, moist)
2 ½ - 10	SP	Gray gravelly sand (medium dense, moist) (Native Outwash)

Terminated at 10 feet below ground surface.
Minor caving observed in upper 2 feet.
No groundwater seepage or mottling observed.

Test Pit TP-101b

Location: SW corner of S 38th Street ROW area

Depth (feet)	Soil Type	Soil Description
0 - 1½	-	Crushed rock over Gray silty sand with gravel (dense, moist) (Reworked glacial till soils placed as fill)
1 ½ - 10	SP	Brownish gray gravelly silty sand (medium dense, moist) (Old Fill Material/ Trench line)

Terminated at 10 feet below ground surface.
No caving observed.
No groundwater seepage or mottling observed.

Test Pit TP-102

Location: south center portion of S 38th Street ROW area

Depth (feet)	Soil Type	Soil Description
0 - 1	-	Crushed rock over relic topsoil
1 - 3	SM	Gray silty sand with gravel (medium dense, moist) (Reworked glacial till soils placed as fill)
3 - 11	SP	Gray mottled silty sand with gravel (medium dense, moist) (dirty Fill Material)

Terminated at 11 feet below ground surface.
No caving observed.
Mottling observed below 3 feet depth.

Test Pit TP-103

Location: SE portion of S38th Street ROW

Depth (feet)	Soil Type	Soil Description
0 - 12	SM	Gray silty sand with gravel (medium dense, moist) (Reworked glacial till soils placed as fill)

Terminated at 12 feet below ground surface.
No caving observed.
No groundwater seepage or mottling observed.

Logged by: R. M. Phillips **Excavated on: June 17, 2013**

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Phone: 253-896-1011
Fax: 253-896-2633

Test Pit Logs
Proposed Multi-Family Development
S 38th Street and Mason Street South
Tacoma, Washington

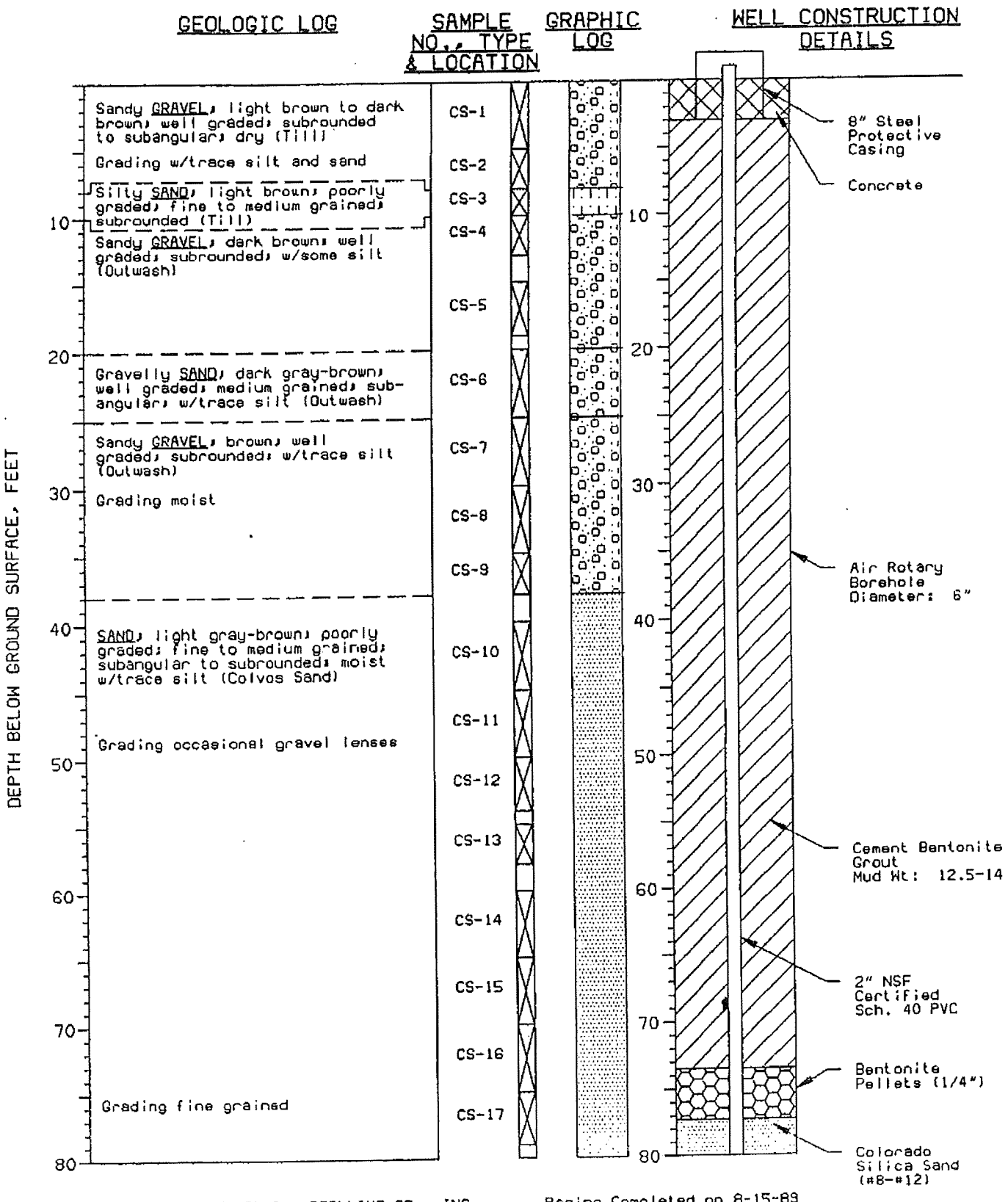
BORING/MONITORING WELL LOG

NO.(s) TL-14A

SHEET 1 OF 2

Client: CITY OF TACOMA
Project No.: 40024.312
Inspector: JY BLACK/JL DIRIDONI
Approved by: MJ LALLY

Top of Protective Casing Elevation: 314.41 (City Datum)
Coordinates: N 695521 E 1504972



Drilling Firm: TACOMA PUMP & DRILLING CO., INC.
Driller: E HANSEN
Drilling Method: 5 5/8" DIAMETER TRICONE ROLLER BIT USING AIR; ADVANCING 6" I.D. CASING AS BORING WAS DRILLED

Boring Completed on 8-15-89
Well Installation Completed on 8-15-89
Well Development on 8-23-89

DATE: 01-15-90 L.E.
PLOT SCALE: 1=1

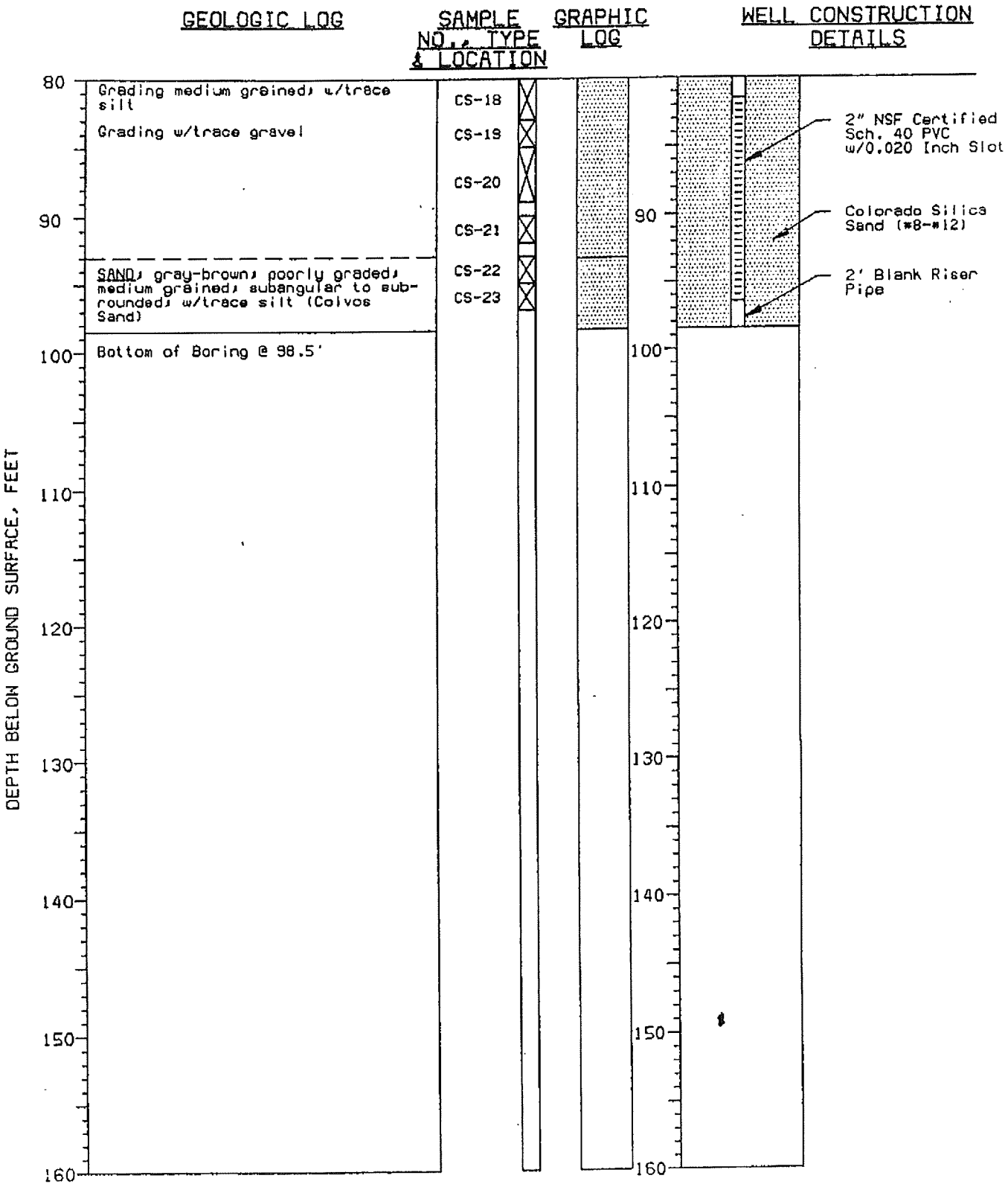
BORING/MONITORING WELL LOG

NO.(s) TL-14A

SHEET 2 OF 2

Client: CITY OF TACOMA
Project No.: 40024.312
Inspector: JY BLACK/JL DIRIDONI
Approved by: MJ LALLY

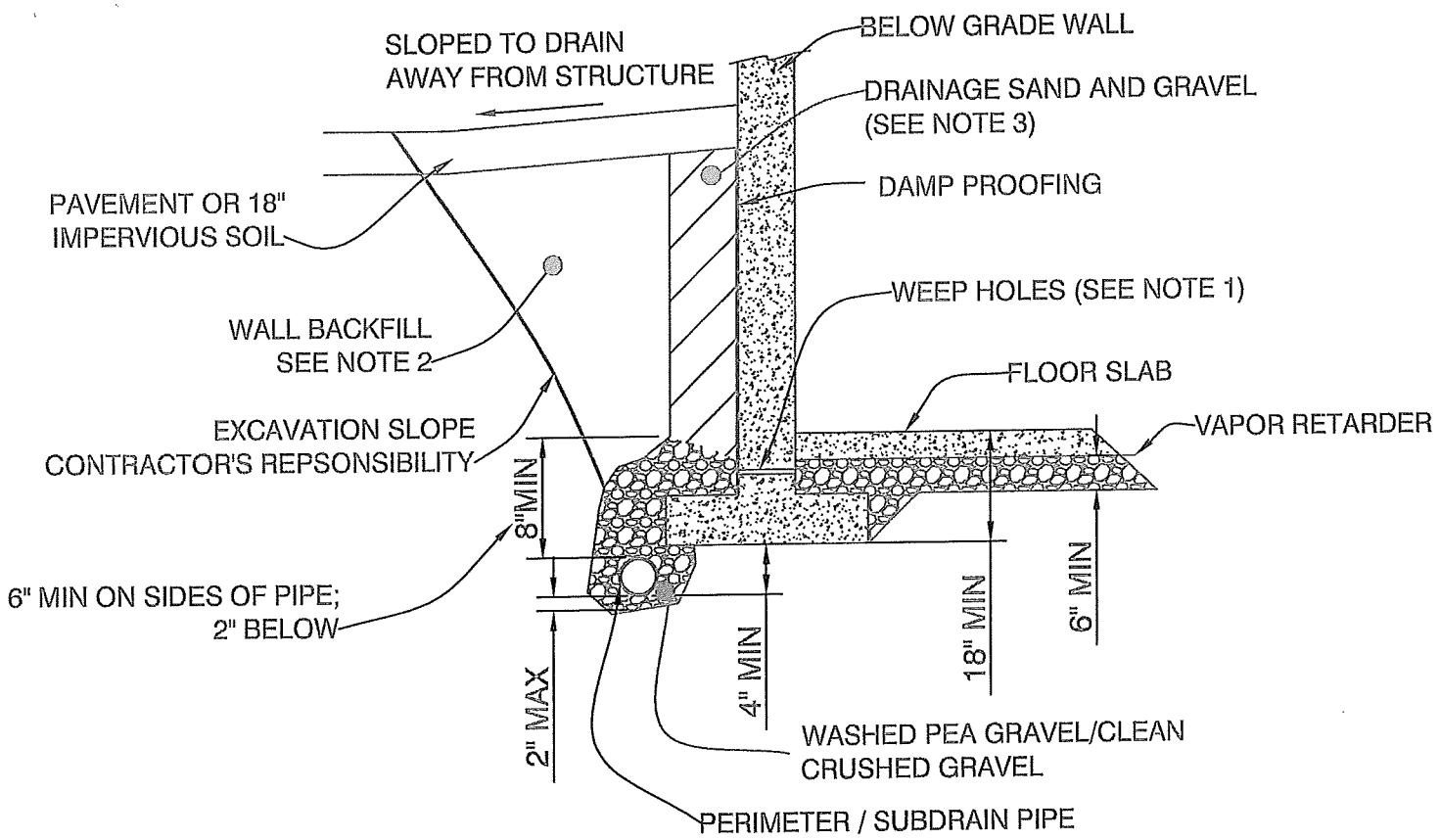
Top of Protective Casing Elevation: 314.41 (City Datum)
Coordinates: N 695521 E 1504972



Drilling Firm: TACOMA PUMP & DRILLING CO., INC.
Driller: E HANSEN
Drilling Method: 5 5/8" DIAMETER TRICONE ROLLER BIT USING AIR, ADVANCING 6" I.D. CASING AS BORING WAS DRILLED

Boring Completed on 8-15-89
Well Installation Completed on 8-15-89
Well Development on 8-23-89

LOG UNIT: FEET
DATE: 01-15-90 LEN
PLOT SCALE: 1=1



NOTES

1. Washed pea gravel/crushed rock beneath floor slab could be hydraulically connected to perimeter/subdrain pipe. Use of 1" diameter weep holes as shown is one applicable method. Crushed gravel should consist of 3/4" minus. Washed pea gravel should consist of 3/8" to No. 8 standard sieve.

2. Wall backfill should meet WSDOT Gravel Backfill for walls Specification 9-03-12(2).

3. Drainage sand and gravel backfill within 18" of wall should be compacted with hand-operated equipment. Heavy equipment should not be used for backfill, as such equipment operated near the wall could. increase lateral earth pressures and possibly damage the wall. The table below presents the drainage sand and gravel gradation.

4. All wall backfill should be placed in layers not e xceeding 4" loose thickness for light equipment and 8" for heavy equipment and should b e densely compacted. Beneath paved or sidewalk areas, compact to at least 95% Modified Proctor maximum density (ASTM: 01557 -70 Method C). In landscaping areas, compact to 90% minimum.

5. Drainage sand and gravel may be repl aced with a geocomposite core sheet drain placed against th e wall and connected to the subdrain pipe. The geocomposite core sheet should have a minimum transmissivity of 3 .0 gallons/minute/foot when tested under a gradient of 1.0 according to ASTM 04716.

6 The subdrain should consist of 4" diameter (minimum), slotted or perforated plastic pipe meeting the requirements of AASHTO M 304; 1/8-inch maximum slot width; 3/16- to 3/8-inch perforated pipe holes in the lower half of pipe, with lower third segment unperforated for water flow; tight joints; sloped at a minimum of 6"/100' to drain; cleanouts to be provided at regular intervals.

7. Surround subdrain pipe with 8 inches (minimum) of washed pea gravel (2" below pipe) or 5/8" minus clean crushed gravel. Washed pea gravel to be graded from 3/8-inch to No.8 standard sieve.

8. See text for floor slab subgrade preparation.

Materials

Drainage Sand and Gravel

Sieve Size	% Passing by Weight
3/4"	100
No 4	28-56
No 8	20-50
No 50	3-12
No 100	0-2

3/4" Minus Crushed Gravel

Sieve Size	% Passing by Weight
3/4"	100
1/2"	75 - 100
1/4"	0 - 25
No 100	0 - 2
(by wet sieving)	(non-plastic)

GeoResources, LLC
5007 Pacific Highway East, Suite 16
Fife, Washington 98424
Ph: (253) 896-1011 Fax: (253) 896-2633

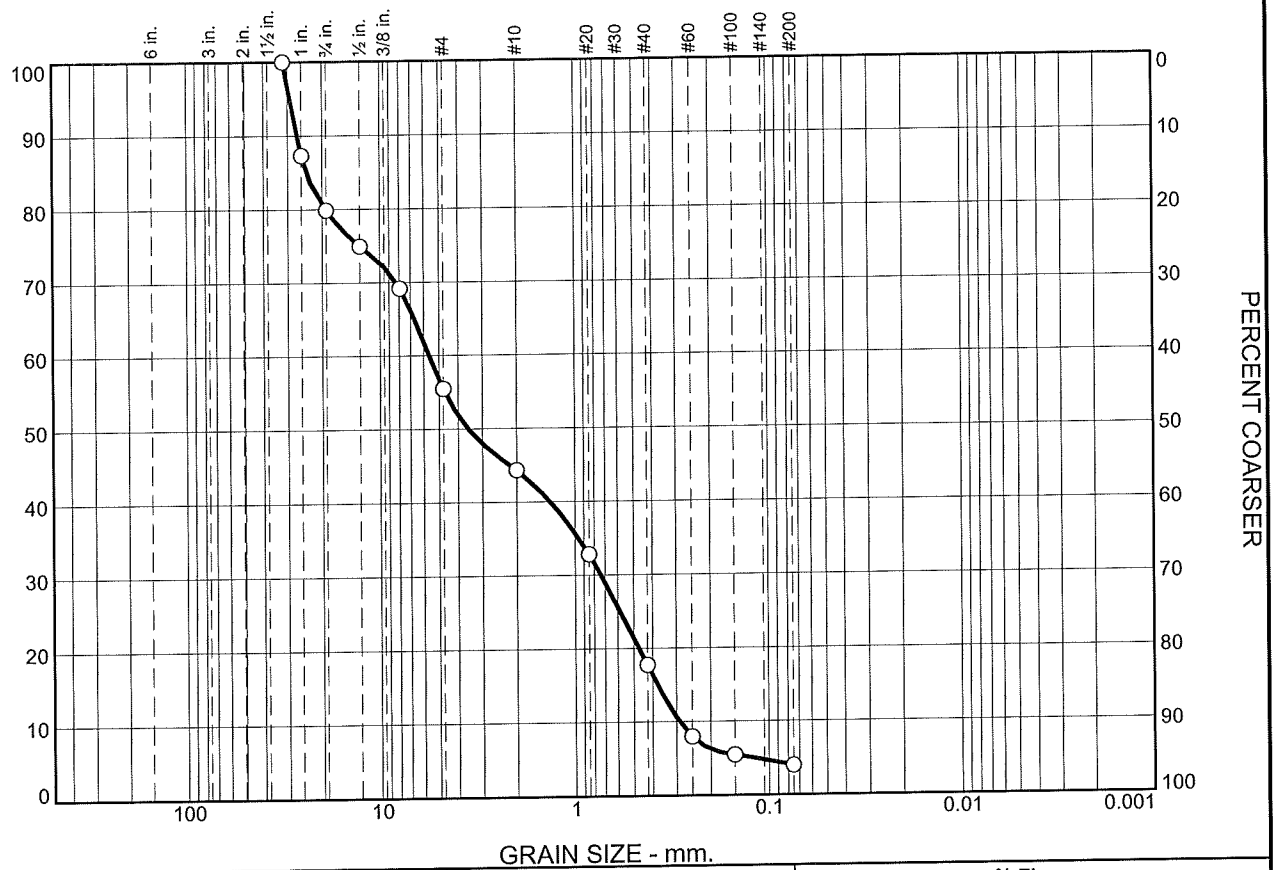
Wall Drainage and Backfilling Detail
Proposed Multi-Family Development
S. 38th Street and Mason Street South
Tacoma, Washington

Doc ID: VaughnBayConst.Mason.F	April, 2013	Figure 7

APPENDIX A

GRAIN SIZE ANALYSIS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	20.2	24.3	11.2	26.6	13.7	4.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.25	100.0		
1	87.3		
.75	79.8		
.5	74.9		
.3125	69.2		
#4	55.5		
#10	44.3		
#20	32.8		
#40	17.7		
#60	8.0		
#100	5.5		
#200	4.0		

* (no specification provided)

Material Description

Sampled by KSS on 3/14/2013
Tested by KSS/RMP on 4/25/2013

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 23.9381 D_{60}= 5.6194 D_{50}= 3.5453
D_{30}= 0.7382 D_{15}= 0.3757 D_{10}= 0.2896
C_u= 19.40 C_c= 0.33

Classification

USCS= SP AASHTO=

Remarks

F.M.=4.67

Sample Number: 090317 **Depth:** S-1, 1-3'
Location: TP-5

Date: 4/30/2013

GeoResources, LLC

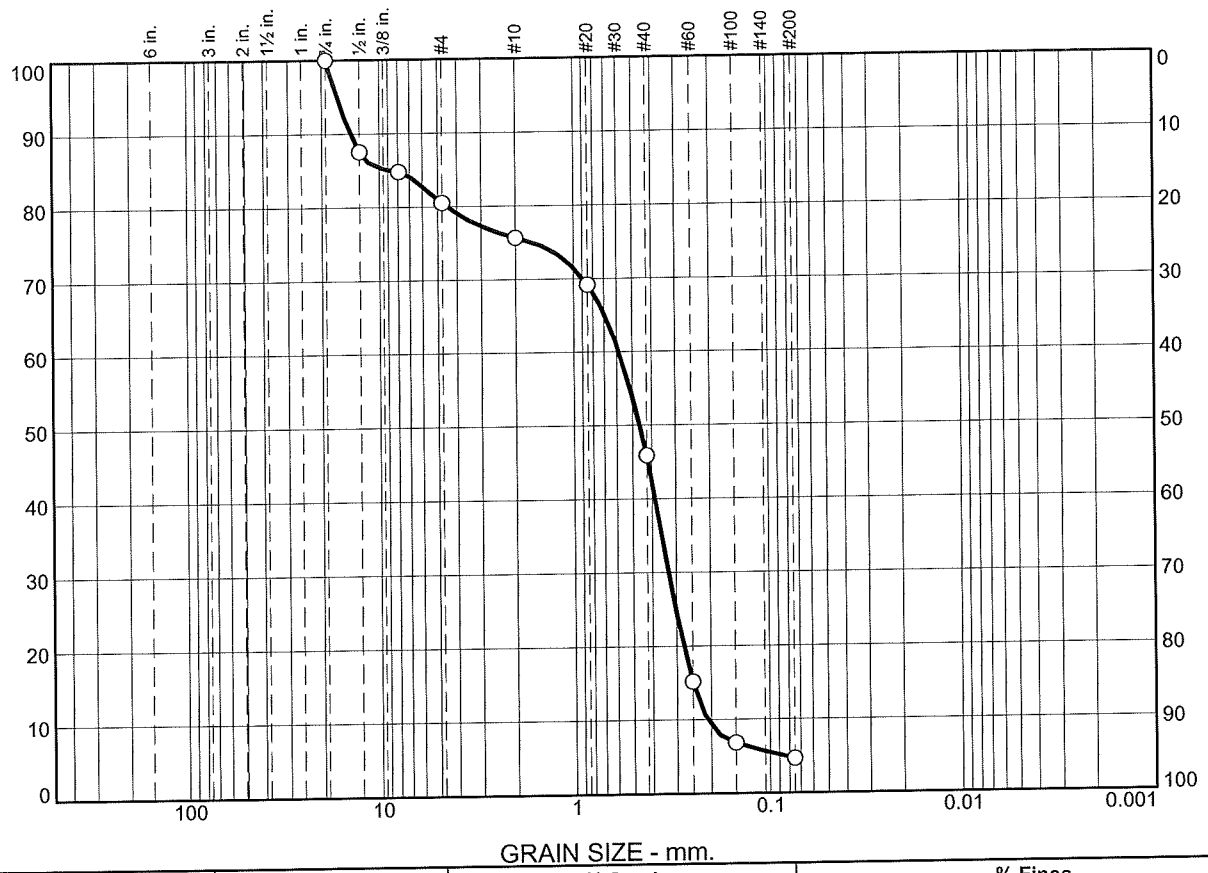
Fife, WA

Client: Vaughn Bay Construction
Project: Proposed Residential Development

Project No: VaughnBayConstr.MasonSt **Figure**

Tested By: KSS **Checked By:** KSS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	19.5	4.8	29.8	41.2	4.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75	100.0		
.5	87.5		
.3125	84.8		
#4	80.5		
#10	75.7		
#20	69.2		
#40	45.9		
#60	15.2		
#100	6.9		
#200	4.7		

* (no specification provided)

Material Description

Sampled by KSS on 3/14/2013
Tested by KSS/RMP on 4/25/2013

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 8.5221 D_{60}= 0.5843 D_{50}= 0.4594
D_{30}= 0.3286 D_{15}= 0.2488 D_{10}= 0.2095
C_u= 2.79 C_c= 0.88

Classification

USCS= SP AASHTO=

Remarks

F.M.=2.93

Sample Number: 090317 **Depth:** S-1, 10'
Location: TP-1

Date: 4/30/2013

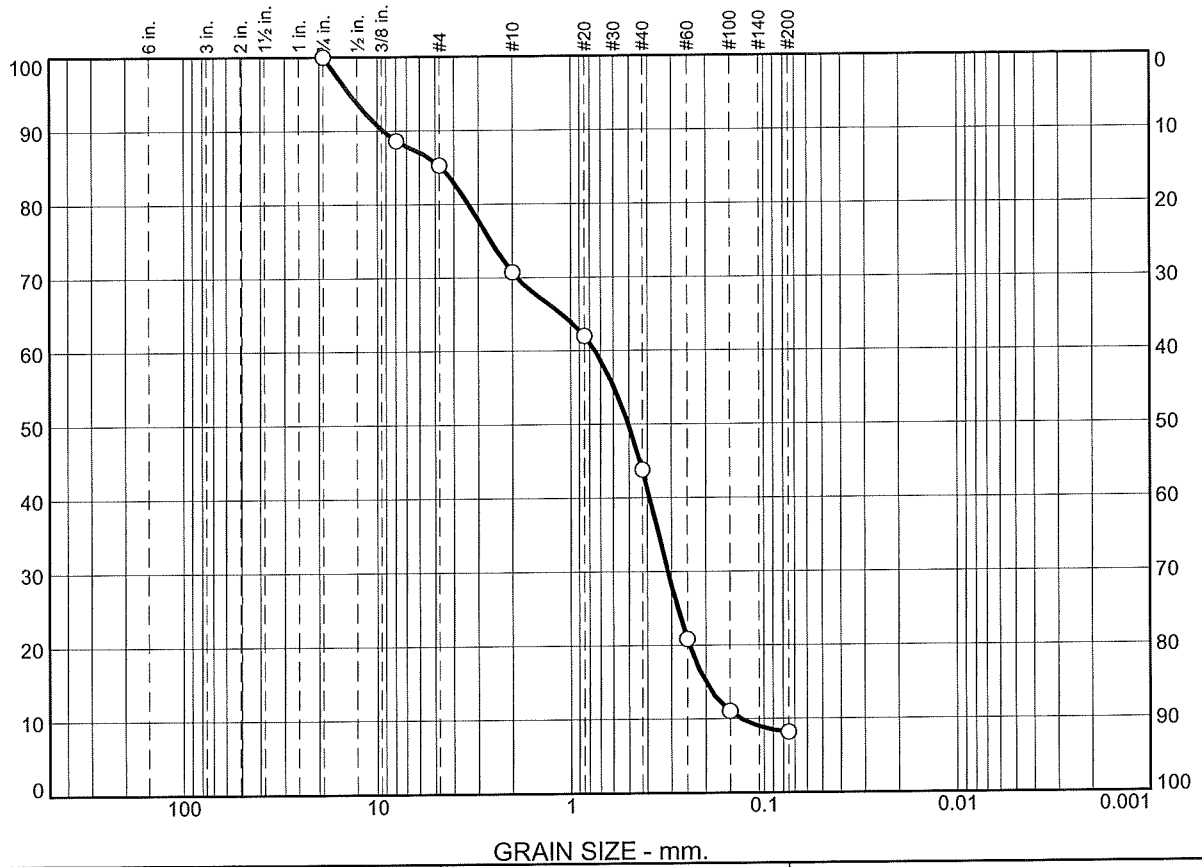
GeoResources, LLC

Fife, WA

Client: Vaughn Bay Construction
Project: Proposed Residential Development
Project No: VaughnBayConstr.MasonSt **Figure**

Tested By: KSS **Checked By:** KSS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	14.7	14.6	26.9	35.6	8.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75	100.0		
.3125	88.6		
#4	85.3		
#10	70.7		
#20	62.0		
#40	43.8		
#60	20.8		
#100	11.0		
#200	8.2		

* (no specification provided)

Material Description

Sampled by KSS on 3/14/2013
Tested by KSS/RMP on 4/25/2013

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 4.6384 D_{60}= 0.7489 D_{50}= 0.5021
D_{30}= 0.3129 D_{15}= 0.2006 D_{10}= 0.1310
C_u= 5.72 C_c= 1.00

Classification

USCS= AASHTO=

Remarks

F.M.=2.91

Sample Number: 090317 **Depth:** S-1, 10.5-13'
Location: TP-3

Date: 4/30/2013

GeoResources, LLC

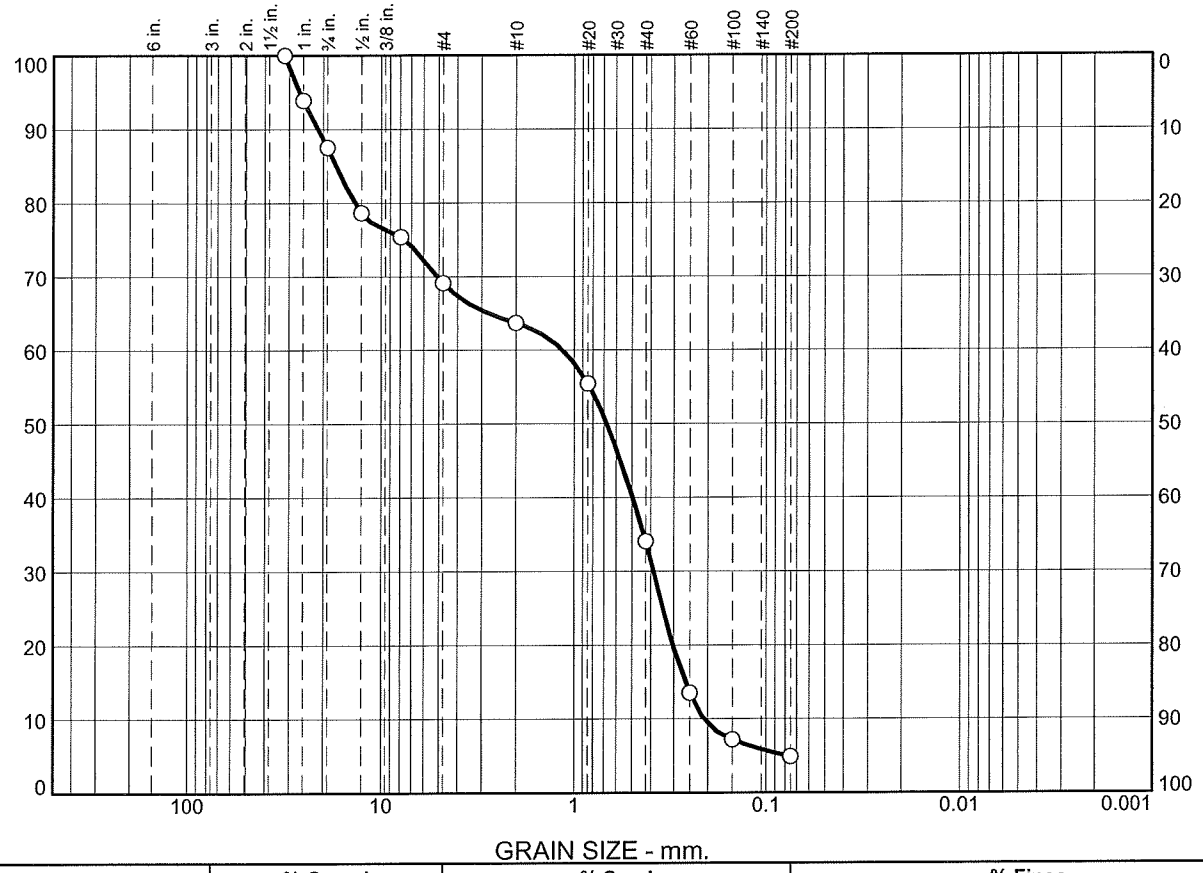
Fife, WA

Client: Vaughn Bay Construction
Project: Proposed Residential Development

Project No: VaughnBayConstr.MasonSt **Figure**

Tested By: KSS **Checked By:** KSS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	12.5	18.4	5.4	29.6	29.2	4.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.25	100.0		
1	93.9		
.75	87.5		
.5	78.7		
.3125	75.4		
#4	69.1		
#10	63.7		
#20	55.5		
#40	34.1		
#60	13.5		
#100	7.2		
#200	4.9		

* (no specification provided)

Material Description

Sampled by KSS on 3/14/2013
Tested by KSS/RMP on 4/25/2013

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 17.1171 D_{60}= 1.1445 D_{50}= 0.6744
D_{30}= 0.3858 D_{15}= 0.2631 D_{10}= 0.2102
C_u= 5.44 C_c= 0.62

Classification

USCS= SP AASHTO=

Remarks

F.M.=3.69

Sample Number: 090317 **Depth:** S-1, 7'
Location: TP-7

Date: 4/30/2013

GeoResources, LLC

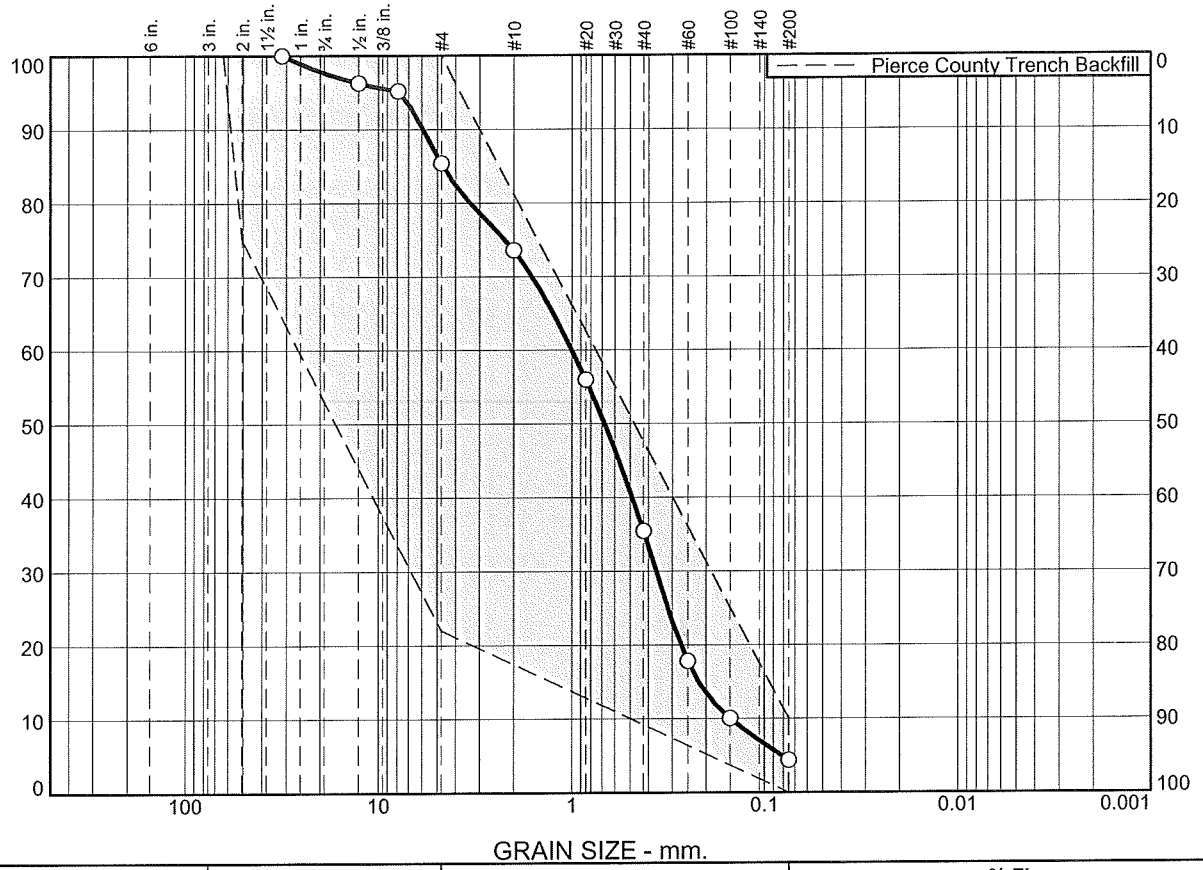
Fife, WA

Client: Vaughn Bay Construction
Project: Proposed Residential Development

Project No: VaughnBayConstr.MasonSt **Figure**

Tested By: KSS **Checked By:** KSS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	2.3	12.3	11.8	38.2	31.0	4.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.25	100.0		
.5	96.3		
.3125	95.2		
#4	85.4	22.0 - 100.0	
#10	73.6		
#20	56.0		
#40	35.4		
#60	17.8		
#100	10.0		
#200	4.4	0.0 - 10.0	

* Pierce County Trench Backfill

Material Description

Sampled by RMP on 6/17/2013
Tested by AD on 7/15/2013

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 4.6506 D_{60}= 0.9994 D_{50}= 0.6787
D_{30}= 0.3650 D_{15}= 0.2197 D_{10}= 0.1492
C_u= 6.70 C_c= 0.89

Classification

USCS= SP AASHTO=

Remarks

F.M.=3.02

Sample Number: 090317 **Depth:** S-1, 5'
Location: TP-101a **Date:**

GeoResources, LLC

Fife, WA

Client: Vaughn Bay Construction
Project: Proposed Residential Development
Project No: VaughnBayConstr.MasonSt **Figure**

Tested By: _____ **Checked By:** _____

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

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 Chapter1.06 TMC and in Purchasing Policy and Procedures.

"Supplies" means materials, supplies, and other products that are procured and contracted for by the City.

"Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

"Undue hardship" means an action that places a significant burden on a business.

"Waiver", with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. Emergency (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed

documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Sole Source **(**TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.

3. Not Practicable to Bid (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the C&A Board.

4. Direct Solicitation and Negotiation (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.

5. Government or Cooperative Purchasing.
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.

2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of $150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer's estimate value of $150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program's reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer's estimate value of $150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer's estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.

Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness

i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered "completed", the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business's OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.

2. Review for Bidder Responsibility

i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor's self-performance as an MBE and an SBE achieves the total Requirement.

4. EIC Recommendation

i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder's submittal.

ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,

followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder's EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2GNow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.

C. B2Gnow Monitoring

1. Prompt Payment

For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:

a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
b. The Contractor has entered payments submitted to all Certified Businesses.
c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) *, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

*RCW 39.04.250 (1) "When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.
3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor's noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.

1. **EIC Staff will proceed with the following steps:**
    a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.

    b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.

    c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor's explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.

    d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.

    e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. **Reasonable justifications for Termination**
    For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

    a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
    b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.

c. The listed Certified Business fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
g. Dissolution of the Certified Business.
h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is "decertified" by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.

VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor's failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.

2. A Contractor's failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor's failure to utilize B2Gnow the following process steps will be taken:

    a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.

    b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.

    c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.

    d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

3. A Contractor's failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)

    i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).

ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City's intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.

2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.

3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.

4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.

5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor's timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.

    a. Publish notice of the contractor's noncompliance on the City of Tacoma Equity in Contracting webpage.
    b. Cancel, terminate, or suspend the contractor's contract, or portion thereof.
    c. Withhold funds due contractor until compliance is achieved; and/or

d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor's Non-Compliance

If the penalty of publication of notice of Contractor's noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor's firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website Equity in Contracting – City of Tacoma.

8. Cancellation of Penalty upon approved Contractor's Correction of Violation

a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.

b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.

c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor's violation has been published, the notice will be removed from City's website. If funds have been withheld, payments will be resumed etc.

d. If Contractor's compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
D. If Contract Requirements are not met by the final outcomes and Contractor's explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:

- By sending an email to the EIC Staff at EICoffice@cityoftacoma.org.
- By filling out the EIC Complaint Form available on The City of Tacoma Equity in Contracting webpage. See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
- By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.

APPENDICES

Available upon request to EICOffice@cityoftacoma.org

1. **EIC Requirement Setting Methodology**
2. **Guidance on selecting Option 2: EIC overall Requirements**
3. **EIC Utilization Form**
4. **EIC Post Submittal Waiver Request Form**
5. **EIC Certified Business Termination and Substitution Request**
6. **EIC Guidance on Compliance Achievement Plan**
7. **Notice of Contractor's Violation Form**
8. **EIC Sanction(s) Request Form**
9. **Subcontractor Complaint Form**

TITLE 1

Administration and Personnel

CHAPTER 1.07
EQUITY IN CONTRACTING

Sections:

1.07.010 Policy and purpose.

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

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.