



City of Tacoma  
Department of Public Works

# **SPECIFICATION NO. PW23-0160F**

**Links to Opportunity  
Streetscape – Bid Package 5**

**Project No. PWK-G0041**

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.  
PW23-0160F**

**Links to Opportunity Streetscape – Bid Package 5**

PROJECT NO. PWK-G0041

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**05/10/2024**

SPECIFICATION NO. PW23-0160F

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**City of Tacoma  
PUBLIC WORKS ENGINEERING**

**REQUEST FOR BIDS PW23-0160F  
Links to Opportunity Streetscape – Bid Package 5**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 25, 2024**

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. 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. Late submittals will be returned unopened and rejected as non-responsive.

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

<p><b>By Email:</b>  <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a>  Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p><b>In Person:</b>  Tacoma Public Utilities Administration Building North,  Main Floor, Lobby Security Desk  3628 South 35<sup>th</sup> Street  Tacoma, WA 98409  Monday – Friday 8:00 am to 4:30 pm</p>
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**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> 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 [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**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 be held at People’s Community Center at 1602 Martin Luther King Jr. Way in the Madrona Room on Tuesday, June 11<sup>th</sup>, starting at 10:00 am in person or register in advance for the virtual Zoom meeting:

[Pre-Proposal Meeting Link](https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-meet-greet-tickets-909972160227?aff=oddtcreator) or <https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-meet-greet-tickets-909972160227?aff=oddtcreator>

A Contractor Meet & Greet will be held directly afterwards to encourage bidder participation.

After registering, you will receive a confirmation email containing information about joining the meeting.

**Project Scope:** The Links to Opportunity Streetscape project, Bid Package 5, improves infrastructure in the Hilltop District on MLK Jr Way from S 15<sup>th</sup> St. to S 19<sup>th</sup> St. The project generally includes removal and replacement of cement concrete sidewalks, decorative colored concrete and pavers, street and pedestrian level lighting, sidewalk furniture, bicycle facilities, signage, and landscaping all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**Estimate:** \$2,000,000.00


**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 Carly Fowler by email to [cfowler@cityoftacoma.org](mailto:cfowler@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.

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

## **SPECIAL REMINDER TO ALL BIDDERS**

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

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

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

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

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

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

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

**POST AWARD FORMS EXECUTED UPON AWARD:**

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

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

**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):**

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

Example LEAP Requirements:

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



2. Apprentice Utilization Requirement - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

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

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

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

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

**I. STATE OF WASHINGTON**

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

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

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

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

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

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

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

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

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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

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

## **II. CITY OF TACOMA**

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

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

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

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

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

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

## **B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

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

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

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

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

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

**PART I**  
**BID PROPOSAL**  
**AND**  
**CONTRACT FORMS**

## BID PROPOSAL

SPECIFICATION NO. PW23-0160F  
Links to Opportunity Streetscape - Bid Package 5

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. PWK-G0041 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.

Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-1	1-04	Minor Changes	Force Account	Estimated	Estimated	\$25,000.00
R-2	1-05	Roadway Surveying	Lump Sum	1	Lump Sum	\$ _____
R-3	1-07	SPCC Plan	Lump Sum	1	Lump Sum	\$ _____
R-4	1-07	Archeological and Historical Objects Salvage	Force Account	Estimated	Estimated	\$10,000.00
R-5	1-08	Type B Progress Schedule	Lump Sum	1	Lump Sum	\$ _____
R-6	1-09	Mobilization	Lump Sum	1	Lump Sum	\$ _____
R-7	1-10	Pedestrian Traffic Control	Lump Sum	1	Lump Sum	\$ _____
R-8	1-10	Uniformed Police Officer for Traffic Control	HR	500	\$ _____	\$ _____
R-9	1-10	Project Temporary Traffic Control	Lump Sum	1	Lump Sum	\$ _____

Contractor's Name: \_\_\_\_\_  
 Specification Number: PW23-0160F  
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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-10	2-01	Certified Arborist	Lump Sum	1	Lump Sum	\$ _____
R-11	2-01	Certified Arborist Assessment Report Compliance	Force Account	Estimated	Estimated	\$5,000
R-12	2-01	Roadside Cleanup	Force Account	Estimated	Estimated	\$42,000.00
R-13	2-01	Clearing and Grubbing	Lump Sum	1	Lump Sum	\$ _____
R-14	2-02	Removal of Structures and Obstructions	Lump Sum	1	Lump Sum	\$ _____
R-15	2-02	Test Holes	Lin. Ft.	250	\$ _____	\$ _____
R-16	2-02	Remove Asbestos Cement Encased Cable	Force Account	Estimated	Estimated	\$5,000
R-17	2-06	Subgrade Maintenance and Protection	Lump Sum	1	Lump Sum	\$ _____
R-18	2-14	Remove Existing Pavement, Type I, Class A4	Sq. Yd.	215	\$ _____	\$ _____
R-19	2-14	Remove Existing Pavement, Type I, Class C6	Sq. Yd.	1,455	\$ _____	\$ _____
R-20	2-14	Remove Existing Pavement, Type I, Class C12	Sq. Yd.	175	\$ _____	\$ _____
R-21	2-15	Remove Existing Curb	Lin. Ft.	390	\$ _____	\$ _____
R-22	2-18	Remove and Relocate Existing Planter Pot	Each	2	\$ _____	\$ _____
R-23	2-18	Remove and Relocate Existing Sign	Each	12	\$ _____	\$ _____
R-24	2-18	Remove and Relocate Existing Newspaper Rack	Each	2	\$ _____	\$ _____
R-25	2-18	Remove and Relocate Existing Historic Maker's Mark Imprint	Each	3	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_

Specification Number: PW23-0160F

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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-26	2-18	Remove and Relocate Existing Fence and Gate	Lin. Ft.	30	\$ _____	\$ _____
R-27	2-18	Remove and Relocate Existing Vertical Education Item	Each	1	\$ _____	\$ _____
R-28	2-19	Remove and Replace Existing Lid with ADA Compliant Non-Slip Lid	Each	50	\$ _____	\$ _____
R-29	2-20	Remove Fence and Gate	Lin. Ft.	30	\$ _____	\$ _____
R-30	2-20	Remove Business District Standard	Lump Sum	1	Lump Sum	\$ _____
R-31	2-21	Site Health and Safety Plan	Lump Sum	1	Lump Sum	\$ _____
R-32	2-21	Site Health and Safety Officer	Lump Sum	1	Lump Sum	\$ _____
R-33	2-21	Soil Management Plan	Lump Sum	1	Lump Sum	\$ _____
R-34	2-21	Excavation and Haul of Contaminated Materials	Force Account	Estimated	Estimated	\$5,000
R-35	4-04	Crushed Surfacing Base Course	Cu. Yd.	16	\$ _____	\$ _____
R-36	4-04	Crushed Surfacing Top Course	Cu. Yd.	6	\$ _____	\$ _____
R-37	5-04	HMA Cl. ½ IN PG 58H-22	Ton	11	\$ _____	\$ _____
R-38	5-04	Cold Plant Mix for Temporary Pavement Patch	Ton	8	\$ _____	\$ _____
R-39	7-05	Adjust Existing Utility Lid to Grade	Each	55	\$ _____	\$ _____
R-40	7-20	Trench Drain	Lin. Ft.	15	\$ _____	\$ _____
R-41	8-01	NPDES Construction Stormwater General Permit	Lump Sum	1	Lump Sum	\$ _____

Contractor's Name: \_\_\_\_\_

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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-42	8-01	Erosion Control and Water Pollution Prevention	Lump Sum	1	Lump Sum	\$_____
R-43	8-01	Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum	1	Lump Sum	\$_____
R-44	8-02	Soil Mix 1	Cu. Yd.	150	\$_____	\$_____
R-45	8-02	Plant Selection Tree	Each	33	\$_____	\$_____
R-46	8-02	Soil Amendment	Sq. Yd.	390	\$_____	\$_____
R-47	8-02	Tree Root Barrier	Lin. Ft.	785	\$_____	\$_____
R-48	8-02	Decorative Gravel	Cu. Yd.	15	\$_____	\$_____
R-49	8-02	Tree Protection	Lin. Ft.	910	\$_____	\$_____
R-50	8-02	Tree Watering Bag System	Each	10	\$_____	\$_____
R-51	8-03	Irrigation System	Lump Sum	1	Lump Sum	\$_____
R-52	8-04	Cement Conc. Traffic Curb and Gutter (4")	Lin. Ft.	350	\$_____	\$_____
R-53	8-04	Cement Conc. Pedestrian Curb	Lin. Ft.	35	\$_____	\$_____
R-54	8-04	Cement Conc. Traffic Curb	Lin. Ft.	5	\$_____	\$_____
R-55	8-04	Extruded Curb	Lin. Ft.	25	\$_____	\$_____
R-56	8-06	Cement Conc. Driveway Entrance Type 1	Sq. Yd.	275	\$_____	\$_____
R-57	8-13	Poured Monument	Each	1	\$_____	\$_____
R-58	8-14	Cement Conc. Sidewalk	Sq. Yd.	1,655	\$_____	\$_____
R-59	8-14	Welcome Mat	Sq. Ft.	200	\$_____	\$_____
R-60	8-20	Illumination System Modifications	Lump Sum	1	Lump Sum	\$_____

Contractor's Name: \_\_\_\_\_

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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-61	8-20	Install Junction Box	Each	11	\$_____	\$_____
R-62	8-21	Permanent Signing	Each	9	\$_____	\$_____
R-63	8-22	Remove Paint Line	Lin. Ft.	10	\$_____	\$_____
R-64	8-33	Unit Pavers	Sq. Ft.	200	\$_____	\$_____
R-65	8-34	Granite Stone Panels with Quote	Each	3	\$_____	\$_____
R-66	8-35	Vertical Marker Columns	Each	2	\$_____	\$_____
R-67	8-36	Bench	Each	2	\$_____	\$_____
R-68	8-36	Lighted Seat Block	Each	6	\$_____	\$_____
R-69	8-36	Lean Rail	Each	1	\$_____	\$_____
R-70	8-36	Game Table	Each	1	\$_____	\$_____
R-71	8-36	Street Chair	Each	2	\$_____	\$_____
R-72	8-37	Bike Corral	Each	1	\$_____	\$_____
R-73	8-38	Bike Rack	Each	7	\$_____	\$_____
R-74	8-39	Cement Colored Concrete	Sq. Ft.	4,860	\$_____	\$_____
R-75	8-40	Future Informational Plaque	Each	4	\$_____	\$_____
R-76	8-41	Temporary Outdoor Mat for Pedestrians	Sq. Ft.	2,500	\$_____	\$_____
R-77	8-41	Temporary Bypass Ramps	Each	10	\$_____	\$_____
R-78	8-42	Accessibility Work Plan__	Lump Sum	1	Lump Sum	\$_____
R-79	8-43	Maintain Required Access__	Lump Sum	1	Lump Sum	\$_____

Contractor's Name: \_\_\_\_\_  
Specification Number: PW23-0160F  
Links to Opportunity Bid Package 5

Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
----------	-------	------------------	------	--------------------	------------	--------------

R-80	8-44	Protection of Private Property	Lump Sum	1	Lump Sum	\$_____
------	------	--------------------------------	----------	---	----------	---------

**TOTAL BASE BID FOR ITEMS R-1 THRU R-80** \$\_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Specification Number: PW23-0160F

Links to Opportunity Bid Package 5

## **Proposal for Incorporating Recycled Materials into the Project**

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: \_\_\_\_\_ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions.

Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Contractor's Name: \_\_\_\_\_

Specification Number: PW23-0160F

Links to Opportunity Bid Package 5

**SIGNATURE PAGE**

**CITY OF TACOMA  
PUBLIC WORKS ENGINEERING**

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

**REQUEST FOR BIDS SPECIFICATION NO. PW23-0160F  
Links to Opportunity Streetscape – Bid Package 5**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

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

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

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

SIGN HERE \_\_\_\_\_

---

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

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

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



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 **June 4, 2024**, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Official\*

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Individual

Partnership

Joint Venture

Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

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



Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

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

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

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Current Washington Unified Business Identifier  
(UBI) Number:

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

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

- Yes       No  
 Not Applicable

Washington Employment Security Department Number

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

Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

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

Not Applicable

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

- Yes       No

If yes, provide an explanation of your  
disqualification on a separate page.

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

- Yes       No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_  Not Incorporated

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

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

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

- Yes       No

# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

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

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

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

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

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

### **EQUITY IN CONTRACTING REQUIREMENTS**

Minority Business  
Enterprise Requirement

**20%**

Women Business  
Enterprise Requirement

**20%**

Small Business Enterprise  
Requirement

**20%**

A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com)\*

**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**

CCD/EIC: PWK-G0041-02/ PWK-G0041-02

Date of Record: April 25<sup>th</sup>, 2024

Project Spec#: PW23-0160F

Project Title: LTO Bid Pkg 5

\*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.



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](mailto:EICOffice@cityoftacoma.org)

# 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.**

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

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

# EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



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

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

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

## Example of a COMPLETED EIC UTILIZATION FORM

**Initial Information:**

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

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

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

## Complete Initial Information Section:

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

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

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

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

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

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

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

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

## ADDITIONAL IMPORTANT INSTRUCTIONS:

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



## CONTRACT

Resolution No.  
Contract No.

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

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

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

---

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

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

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

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

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

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

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

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

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

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## 1. Termination for Breach

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

## 2. Prevailing Wages

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

## 3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

#### **6. CLEAN AIR ACT**

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

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

#### **7. FEDERAL WATER POLLUTION CONTROL ACT**

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

#### **8. DEBARMENT AND SUSPENSION**

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

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

**9. BYRD ANTI-LOBBYING AMENDMENT**

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

**10. PROCUREMENT OF RECOVERED MATERIALS**

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

**APPENDIX A-1**

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**APPENDIX B—Sub-recipient information and requirements**

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

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



# PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Resolution No.  
Bond No.  
Specification No.  
Contract No.

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: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

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

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

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of \$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

# GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for \_\_\_\_\_  
between \_\_\_\_\_ and the City of Tacoma,  
(Themselves or Itself) Project / Spec. #  
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 2**

**SPECIAL PROVISIONS**

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

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

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

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

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

24  
25  
26 The project specific Special Provisions are labeled under the headers of each Special Provision  
27 as follows:

28 *(\*\*\*\*\*)*

29  
30 **Pre-Proposal Meeting**

31  
32 An in-person and virtual pre-bid meeting will be held at the Peoples Community Center, 1602  
33 MLK Jr. Way, Tacoma, Washington, 98405, at 10:00 am on **Tuesday, June 11, 2024** in the  
34 Madrona Room to answer questions regarding the Equity In Contracting (EIC) Program and  
35 Local Employment and Apprenticeship Training Program (LEAP) requirements included in the  
36 contract. Prospective bidders are urged to attend the Contractor Meet & Greet event following.

37  
38 [Pre-Bid Meeting Link](https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-meet-greet-tickets-909972160227?aff=oddtcreator) or [https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-](https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-meet-greet-tickets-909972160227?aff=oddtcreator)  
39 [meet-greet-tickets-909972160227?aff=oddtcreator](https://www.eventbrite.com/e/links-to-opportunity-5-pre-bid-meet-greet-tickets-909972160227?aff=oddtcreator)

40  
41 After registering, you will receive a confirmation email with instructions to join the meeting.

42  
43 **DESCRIPTION OF WORK**

44 *(\*\*\*\*\*)*

45  
46 **Bid Package 5**

47 The Links to Opportunity Streetscape project, Bid Package 5, improves infrastructure in the  
48 Hilltop District on MLK Jr Way from S 15<sup>th</sup> Street to S 19<sup>th</sup> Street. The project generally includes  
49 removal and replacement of cement concrete sidewalks, decorative pavers, pedestrian level  
50 street lighting, sidewalk furniture, bicycle facilities, signage, and landscaping all in accordance  
51 with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

52  
53  
54 **END OF SECTION**

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**

4 **(January 19, 2022 APWA GSP)**

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

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 Supplement this Section with the following:

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

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

47  
48 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
49 designated location".  
50

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

5 **Additive**

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

10 **Alternate**

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

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in Section  
17 1-08.5.  
18

19 **Contract Bond**

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

24 **Contract Documents**

25 See definition for “Contract”.  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which the  
29 Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency’s acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

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

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.  
43

44 *This section is supplemented with the following:*

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

46 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.  
47  
48

49 All references in the Standard Specifications to the term “Proposal Bond” shall be revised to read  
50 “Bid Bond.”  
51  
52  
53



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

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

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

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

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

12  
13 **1-02.2 Plans and Specifications**

14 **(\*\*\*\*\*)**

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

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

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

27  
28 **1-02.4(1) General**  
29 **(December 30, 2022 APWA GSP Option B)**

30  
31 *The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is*  
32 *revised to read:*

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

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

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

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

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

5 **1-02.6 Preparation of Proposal**  
6 **(January 4, 2024 APWA GSP, Option B)**

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

- 9 4. If a minimum bid amount has been established for any item, the unit or lump sum  
10 price must equal or exceed the minimum amount stated.  
11  
12 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
13 initialed by the signer of the bid.  
14

15 *Delete the last two paragraphs, and replace them with the following:*  
16

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

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

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

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

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

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

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

42 *Add the following new section:*  
43  
44  
45

46 **1-02.6(1) Recycled Materials Proposal**  
47 **(January 4, 2016 APWA GSP)**  
48

49 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the  
50 project, using the form provided in the Contract Provisions.  
51

52 **1-02.7 Bid Deposit**  
53 **(February 22, 2024 Tacoma GSP)**

1  
2 *Delete this section and replace it with the following:*

3  
4 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be  
5 cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond shall  
6 be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A  
7 proposal bond shall not be conditioned in any way to modify the minimum 5 percent required.  
8 The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2)  
9 appear on the current Authorized Insurance List in the State of Washington published by the  
10 Office of the Insurance Commissioner.

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

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

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

18 City of Tacoma Procurement & Payables Division  
19 Tacoma Public Utilities  
20 3628 S 35<sup>th</sup> St  
21 Tacoma, WA 98409

22  
23 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

24  
25 **1-02.9 Delivery of Proposal** (Use on Local Funded project)  
26 **(February 22, 2024 Tacoma GSP)**

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

29  
30 Each Proposal shall be submitted in a sealed envelope or shall be submitted electronically via  
31 email to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), with the Project Name and Project Number as stated in the  
32 Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid  
33 Documents, to ensure proper handling and delivery.

34  
35 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with  
36 Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the  
37 Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as  
38 required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes"  
39 document shall be received with the Bid Proposal.

40  
41 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
42  
43 **(February 22, 2024 Tacoma GSP)**

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

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

- 47  
48 1. The Bidder submits a written request signed by an authorized person and emails it to  
49 [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), and

- 1 2. The Contracting Agency receives the request before the time set for receipt of Proposals,  
2 and
- 3 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency  
4 before the time set for receipt of Bid Proposals.

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

8  
9 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by  
10 the Contracting Agency and returned unopened.

11  
12  
13 **1-02.12 Public Opening of Proposals**  
14 **(February 22, 2024 Tacoma GSP)**

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

16  
17 Proposals will be opened and publicly read via webcast at the time indicated in the call for Bids  
18 unless the Bid opening has been delayed or canceled.

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

22  
23 <https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09>

24  
25 Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

26  
27 **1-02.13 Irregular Proposals**  
28 **(October 18, 2013 Tacoma GSP)**

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

- 30  
31 1. A proposal will be considered irregular and will be rejected if:
  - 32 a. The Bidder is not prequalified when so required;
  - 33 b. The authorized proposal form furnished by the Contracting Agency is not used or is  
34 altered;
  - 35 c. The completed proposal form contains any unauthorized additions, deletions,  
36 alternate Bids, or conditions;
  - 37 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter  
38 into the Contract;
  - 39 e. A price per unit cannot be determined from the Bid Proposal;
  - 40 f. The Proposal form is not properly executed;
  - 41 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
42 required in Section 1-02.6;
  - 43 h. The bidder fails to submit or properly complete the EIC forms as required in Section  
44 1-02.6;
  - 45 i. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
46 material terms of the Bid invitation; or
  - 47 j. More than one proposal is submitted for the same project from a Bidder under the  
48 same or different names.
- 49 2. A Proposal may be considered irregular and may be reject if:
  - 50 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 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

1 agencies or private enterprises; and (iii) any additional information obtained by the Contracting  
2 Agency which is believed to be relevant to the matter.

3  
4 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria  
5 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in  
6 writing, with the reasons for its determination. If the Bidder disagrees with this determination, it  
7 may appeal the determination within 24 hours of receipt of the Contracting Agency's  
8 determination by presenting its appeal to the Contracting Agency. The Contracting Agency will  
9 consider the appeal before issuing its final determination. If the final determination affirms that  
10 the Bidder is not responsible, the Contracting Agency will not execute a contract with any other  
11 Bidder until at least two business days after the Bidder determined to be not responsible has  
12 received the final determination.

13  
14 **1-02.15 Pre Award Information**  
15 **(December 30, 2022 APWA GSP)**

16  
17 *Revise this section to read:*

18  
19 Before awarding any contract, the Contracting Agency may require one or more of these  
20 items or actions of the apparent lowest responsible bidder:

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

32  
33 **END OF SECTION**  
34

1  
2 **1-03 AWARD AND EXECUTION OF CONTRACT**  
3

4 **1-03.1 Consideration of Bids**  
5 **(December 30, 2022 APWA GSP)**

6 *Revise the first paragraph to read:*  
7

8 After opening and reading proposals, the Contracting Agency will check them for correctness  
9 of extensions of the prices per unit and the total price. If a discrepancy exists between the  
10 price per unit and the extended amount of any bid item, the price per unit will control. If a  
11 minimum bid amount has been established for any item and the bidder's unit or lump sum  
12 price is less than the minimum specified amount, the Contracting Agency will unilaterally  
13 revise the unit or lump sum price, to the minimum specified amount and recalculate the  
14 extension. The total of extensions, corrected where necessary, including sales taxes where  
15 applicable and such additives and/or alternates as selected by the Contracting Agency, will  
16 be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price  
17 amount and the amount of the contract bond.  
18

19 **1-03.1(1) Identical Bid Totals**  
20 **(December 30, 2022 APWA GSP)**

21 *Revise this section to read:*  
22

23 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-  
24 breaker will be the Bidder with an equal lowest bid, that proposed to use the highest  
25 percentage of recycled materials in the Project, per the form submitted with the Bid Proposal.  
26 If those percentages are also exactly equal, then the tie-breaker will be determined by  
27 drawing as follows: Two or more slips of paper will be marked as follows: one marked  
28 "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the  
29 marking unseen. The slips will be placed inside a box. One authorized representative of each  
30 Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of  
31 the firm as registered with the Washington State Department of Licensing. The slips shall be  
32 unfolded and the firm with the slip marked "Winner" will be determined to be the successful  
33 Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total  
34 that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials  
35 percentage that is exactly equal to the highest proposed recycled materials amount, are  
36 eligible to draw.  
37

38 **1-03.2 Award of Contract**  
39 **(March 27, 2003 Tacoma GSP)**  
40

41 All references to 45 calendar days shall be revised to read 60 calendar days.  
42

43 **1-03.3 Execution of Contract**  
44 **(January 19, 2022 APWA GSP)**

45 *Revise this section to read:*  
46

47 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the  
48 successful Bidder shall provide the information necessary to execute the Contract to the  
49 Contracting Agency. The Bidder shall send the contact information, including the full name,  
50 email address, and phone number, for the authorized signer and bonding agent to the  
51 Contracting Agency.  
52



1 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available  
2 for signature by the successful bidder on the first business day following award. The number  
3 of copies to be executed by the Contractor will be determined by the Contracting Agency.  
4

5 Within 10 calendar days after the award date, the successful bidder shall return the signed  
6 Contracting Agency-prepared contract, an insurance certification as required by Section 1-  
7 07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage  
8 form for the Construction Stormwater General Permit with sections I, III, and VIII completed  
9 when provided. Before execution of the contract by the Contracting Agency, the successful  
10 bidder shall provide any pre-award information the Contracting Agency may require under  
11 Section 1-02.15.  
12

13 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
14 Agency nor shall any work begin within the project limits or within Contracting Agency-  
15 furnished sites. The Contractor shall bear all risks for any work begun outside such areas and  
16 for any materials ordered before the contract is executed by the Contracting Agency.  
17

18 If the bidder experiences circumstances beyond their control that prevents return of the  
19 contract documents within the calendar days after the award date stated above, the  
20 Contracting Agency may grant up to a maximum of 10 additional calendar days for return of  
21 the documents, provided the Contracting Agency deems the circumstances warrant it.  
22

23  
24 **1-03.4 Contract Bond**  
25 **(July 23, 2015 APWA GSP)**

26 *Delete the first paragraph and replace it with the following:*  
27

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

- 32 1. Be on Contracting Agency-furnished form(s);
- 33 2. Be signed by an approved surety (or sureties) that:
  - 34 a. Is registered with the Washington State Insurance Commissioner, and
  - 35 b. Appears on the current Authorized Insurance List in the State of Washington  
36 published by the Office of the Insurance Commissioner,
- 37 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and  
38 conditions under the Contract, including but not limited to the duty and obligation to  
39 indemnify, defend, and protect the Contracting Agency against all losses and claims  
40 related directly or indirectly from any failure:
  - 41 a. Of the Contractor (or any of the employees, subcontractors, or lower tier  
42 subcontractors of the Contractor) to faithfully perform and comply with all contract  
43 obligations, conditions, and duties, or
  - 44 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the  
45 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,  
46 material person, or any other person who provides supplies or provisions for carrying  
47 out the work;
- 48 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the  
49 project under titles 50, 51, and 82 RCW; and
- 50 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the  
51 bond; and

- 1 6. Be signed by an officer of the Contractor empowered to sign official statements (sole  
2 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by  
3 the president or vice president, unless accompanied by written proof of the authority of  
4 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power  
5 of attorney, or a letter to such effect signed by the president or vice president).  
6

7 *Add the following new section:*  
8

9 **1-03.5 Failure to Execute Contract**  
10 **(April 15, 2020 Tacoma GSP)**

11 *The first sentence is revised to read:*  
12

13 Failure to return the insurance certification and bond with the signed contract as required in  
14 Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the  
15 contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state  
16 of Washington shall result in forfeiture of the bid bond or deposit of this Bidder  
17

18 **END OF SECTION**  
19  
20

1  
2 **1-04 SCOPE OF THE WORK**  
3

4 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**  
5 **and Addenda**  
6 **(December 30, 2022 APWA GSP)**  
7

8 *Revise the second paragraph to read:*  
9

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

- 12 1. Addenda,
  - 13 2. Proposal Form,
  - 14 3. Special Provisions,
  - 15 4. Contract Plans,
  - 16 5. Standard Specifications,
  - 17 6. Contracting Agency's Standard Plans or Details (if any), and
  - 18 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 19

20 **1-04.4 Changes**  
21 **(January 19, 2022 APWA GSP)**

22 *The first two sentences of the last paragraph of Section 1-04.4 are deleted.*  
23

24 **1-04.4(1) Minor Changes**  
25 **(May 30, 2019 APWA GSP)**  
26

27 *Delete the first paragraph and replace it with the following:*  
28

29 Payments or credits for changes amounting to \$10,000 or less may be made under the Bid  
30 item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor  
31 Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4,  
32 Changes. All "Minor Change" work will be within the scope of the Contract Work and will not  
33 change Contract Time.  
34

35 **1-04.6 Variation in Estimated Quantities**  
36 **(July 23, 2015 APWA GSP, Option B)**  
37

38 *Revise the first paragraph to read:*  
39

40 Payment to the Contractor will be made only for the actual quantities of Work performed and  
41 accepted in conformance with the Contract. When the accepted quantity of Work performed  
42 under a unit item varies from the original Proposal quantity, payment will be at the unit Contract  
43 price for all Work unless the total accepted quantity of a Contract item, adjusted to exclude  
44 added or deleted amounts included in change orders accepted by both parties, increases or  
45 decreased by more than 25 percent from the original Proposal quantity, and if the total extended  
46 bid price for that item at the time of award is equal to or greater than 10 percent of the total  
47 contract price at time of award. In that case payment for contract work may be adjusted as  
48 described herein:  
49  
50

51 **END OF SECTION**  
52

1 **1-05 CONTROL OF WORK**

2  
3 **1-05.3 Working Drawings**

4 **(January 13, 2011 Tacoma GSP)**

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

6  
7 **1-05.3 Submittals**

8  
9 The Contractor shall not install materials or equipment, which require submittals, until reviewed  
10 by the Contracting Agency.

11  
12 The Contractor shall submit four (4) copies to the Engineer of all submittals required by the  
13 Contract Documents, unless otherwise required in these Special Provisions. This includes, but is  
14 not limited to:

- 15 • Shop Drawings/Plans
- 16 • Product Data
- 17 • Samples
- 18 • Reports
- 19 • Material Submittals (Ref. 1-06)
- 20 • Progress Schedules (Ref. 1-08.3)
- 21 • Guarantees/Warranties (Ref. 1-05.10)

22  
23 The Engineer will return one (1) copy to the Contractor.

24  
25 **1-05.3(1) Submittal Schedule**

26  
27 In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior  
28 to commencing any work.

29  
30 No claim will be allowed for damages or extension of time resulting from rejection of a submittal  
31 or the requirement of resubmittals as outlined by this section.

32  
33 The Engineer's review will be completed as quickly as possible, but may require up to ten (10)  
34 working days from the date the submittals or resubmittals are received until they are sent to the  
35 Contractor. If more than ten (10) working days are required for the Engineer's review of any  
36 individual submittal or resubmittal, an extension of time will be considered in accordance with  
37 Section 1-08.8.

38  
39 **1-05.3(2) Submittal Procedures**

40  
41 Contractor submittals shall be in accordance with the following:

42  
43 The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of  
44 the material or item shown. The Contractor shall review each submittal and note any errors,  
45 omissions, or deviations with the Contract Documents. The Contractor shall accept full  
46 responsibility for the completeness of each submittal.

47  
48 Each submittal shall have a unique number assigned to it, and the transmittals shall be  
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of Section 1-  
50 05.3(4). On each page, indicate the page number, and total number of pages in each submittal.

1 Each submittal shall indicate the intended use of the item in the work. When catalog pages are  
2 submitted, applicable items shall be clearly identified. The current revision, issue number, and  
3 data shall be indicated on all drawings and other descriptive data.

4  
5 Each submittal should be transmitted with the “Submittal Transmittal Form” found at the end of  
6 this section. Upon request, an electronic copy of the Submittal Transmittal Form will be made  
7 available to the Contractor.

8  
9 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the following  
10 information on each submittal, in a clear space on the front of the submittal:

- 11
- 12 • Project Name: Links to Opportunity Streetscape Bid Package 5
  - 13 • Project Specification Number: PW23-0160F
  - 14 • Project No. PWK-G0041
  - 15 • Submittal Date
  - 16 • Description of Submittal
  - 17 • Sequential, unique submittal number.
  - 18 • Related Specification Section and/or plan sheet
  - 19 • The following statement: “This document has been detail-checked for accuracy of content  
20 and for compliance with the Contract documents. The information contained herein has  
21 been fully coordinated with all involved Subcontractors.”
  - 22 • Printed or typed name and signature of Contractor.
- 23

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

28  
29 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional  
30 characteristics of product or material and full range of colors available. Field samples and mock-  
31 ups, where required, shall be erected at the project site where directed by the Engineer.

32  
33 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in  
34 submittals from requirements of the Contract documents.

35  
36 The City shall not be responsible for delays in reviewing submittals not submitted in accordance  
37 with these specifications.

### 38 39 **1-05.3(3) Engineer’s Review of Submittals**

40  
41 The Engineer’s review of drawings and data submitted by the Contractor will cover only general  
42 conformity with the Contract drawings and specifications. The Engineer’s review of submittals  
43 shall not relieve the Contractor from responsibility for errors, omissions, deviations, or  
44 responsibility for compliance with the Contract documents.

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

46  
47 When the submittal or resubmittal is marked “REVIEWED”, or “REVIEWED WITH COMMENTS”,  
48 no additional copies need to be furnished. The Contractor shall comply with any comments on  
49 the return submittal.

### 50 51 52 53 **1-05.3(4) Resubmittals**

1  
2 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE REMARKS," the  
3 Contractor shall make the corrections as noted and instructed by the Engineer and resubmit four  
4 (4) copies. The Contractor shall not install material or equipment that has received a review  
5 status of "AMEND AND RESUBMIT" or REJECTED, SEE REMARKS".  
6

7 When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to  
8 all revisions and shall list separately any revision made other than those called for by the  
9 Engineer on previous submittals. Resubmittals shall bear the number of the original submittal  
10 followed by a letter (A, B, etc.) to indicate the sequence of the resubmittal.  
11

12 The Contractor shall revise returned submittals as required and resubmit until final review is  
13 obtained.  
14

15 The Contractor shall verify that all exceptions previously noted by the Engineer have been  
16 accounted for.  
17

18 **1-05.3(5) Submittal Requirements by Section**  
19

20 The following is a summary of submittal requirements. This summary is not inclusive of all  
21 submittal requirements. The Contractor shall review each individual section in the applicable  
22 provisions or specifications, as noted below, for specific requirements.  
23

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
2-09.3(4)	Engineered Shoring Design for Depths Over 20 Feet
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)A	Dewatering Plan
7-08.3(1)A	Special Approved Discharge (SAD) Permit for Sanitary
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
7-18	Inserta-Tees
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-20	Illumination Poles
8-26	District Sign Poles

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Other long lead procurement items shall be submitted at the time of the pre-construction meeting.

**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.

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

3  
4 Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-  
5 date drawings to a monthly “red line review” meeting where the Engineer will verify the  
6 maintenance of the Project Red Line Drawings as part of the condition precedent to approving  
7 the monthly progress payment disbursement process. Monthly progress payments to the  
8 Contractor may not be processed, if red line information for the involved work to date has not  
9 been accurately recorded on the Project Red Line Drawings.

10  
11 At the completion of the construction work, prior to pre-final payment, all Project Red Line  
12 Drawings shall be submitted to the Engineer.

13  
14 A. Project Red Line Drawings:

15  
16 Do not permanently conceal any work until required information has been recorded. Mark  
17 drawings to show the actual installation where the installation varies from the work as  
18 originally shown on the Contract drawings or indicated in the Contract Specifications. Give  
19 particular attention to information on concealed elements that would be difficult to measure  
20 and record at a later date.

- 21  
22 1. Changes and information shall be clearly drawn, described and shown  
23 technically correct.
- 24  
25 2. Mark drawings with red erasable pencil.
- 26  
27 3. Record data as soon as possible after obtaining it.
- 28  
29 4. Mark any new information.
- 30  
31 5. Keep accurate measurements of horizontal and vertical locations of  
32 underground services and utilities.
- 33  
34 6. Mark any changes made where installation varies from that shown originally,  
35 such as, in materials, equipments, locations, alignments, elevations, and any  
36 other dimensions of the work.
- 37  
38 7. For any work not demolished, abated, or salvaged, cross out and  
39 appropriately annotate “Not Complete”.
- 40  
41 8. Indicate revisions to drawings with a “cloud” drawn around the revision and  
42 note date the revision(s) was made.
- 43  
44 9. Note Request For Change (RFC), Request For Information (RFI), and similar  
45 identification, where applicable.

46  
47 B. Format:

48  
49 Identify and date each print; include the designation “PROJECT RED LINE DRAWINGS” in a  
50 prominent location.

- 51  
52 1. Prints: Organize Red Line Drawings into manageable sets. Include  
53 identification on cover sheets.



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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.

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

*Supplement this section with the following:*

**1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility (June 1, 2023 Tacoma GSP)**

All surveying for this project shall be the responsibility of the Contractor.

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, signing, and sanitary and storm sewer utilities. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

- 1 • Verify the primary horizontal and vertical control furnished by the Contracting Agency, and  
2 expand into secondary control by adding stakes and hubs as well as additional survey  
3 control needed for the project. Provide descriptions of secondary control to the  
4 Contracting Agency. The description shall include coordinates and elevations of all  
5 secondary control points.  
6
- 7 • Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on  
8 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points  
9 on the alignments spaced no further than 50 feet.  
10
- 11 • Establish clearing limits, placing stakes at all angle points and at intermediate points not  
12 more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of  
13 a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.  
14
- 15 • Establish grading limits, placing slope stakes at centerline increments not more than 50  
16 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite  
17 (GPS) Machine Controls are used to provide grade control, then slope stakes may be  
18 omitted at the discretion of the Contractor  
19
- 20 • Establish the horizontal and vertical location of all drainage features, placing offset stakes  
21 to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.  
22
- 23 • Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and  
24 at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at  
25 horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections  
26 with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius  
27 less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway  
28 slope changes and at additional points such that the transverse spacing of stakes is not  
29 more than 12 feet. If GPS Machine Controls are used to provide grade control, then  
30 roadbed and surfacing stakes may be omitted at the discretion of the Contractor.  
31
- 32 • Establish intermediate elevation benchmarks as needed to check work throughout the  
33 project.  
34
- 35 • Provide as-built staking for existing flowlines for the specified limits.  
36
- 37 • Provide references for paving pins at 25-foot intervals or provide simultaneous surveying  
38 to establish location and elevation of paving pins as they are being placed.  
39
- 40 • For all other types of construction included in this provision, (including but not limited to  
41 channelization and pavement marking, illumination and signals, guardrails and barriers,  
42 signing, and sanitary and storm sewer utilities) provide staking and layout as necessary  
43 to adequately locate, construct, and check the specific construction activity.  
44
- 45 • Contractor shall determine if changes are needed to the profiles or roadway sections  
46 shown in the Contract Plans in order to achieve proper smoothness and drainage where  
47 matching into existing features, such as a smooth transition from new pavement to  
48 existing pavement. The Contractor shall submit these changes to the Engineer for review  
49 and approval 10 days prior to the beginning of work.  
50

51 The Contractor shall provide the Contracting Agency copies of any calculations and staking data  
52 when requested by the Engineer.  
53

1 To facilitate the establishment of these lines and elevations, the Contracting Agency will provide  
 2 the Contractor with primary survey control information consisting of descriptions of two primary  
 3 control points used for the horizontal and vertical control, and descriptions of two additional  
 4 primary control points for every additional three miles of project length. Primary control points will  
 5 be described by reference to the project alignment and the coordinate system and elevation  
 6 datum utilized by the project. In addition, the Contracting Agency will supply horizontal  
 7 coordinates for the beginning and ending points and for each Point of Intersection (PI) on each  
 8 alignment included in the project.

9  
 10 The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
13 Slope stakes	±0.10 feet	±0.10 feet
14 Subgrade grade stakes set 15 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
18 Stationing on roadway	N/A	±0.1 feet
19 Alignment on roadway	N/A	±0.04 feet
20 Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
22 Roadway paving pins for 23 surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

24  
 25  
 26 The Contracting Agency may spot-check the Contractor's surveying. These spot checks will not  
 27 change the requirements for normal checking by the Contractor.

28  
 29 When staking roadway alignment and stationing, the Contractor shall perform independent  
 30 checks from different secondary control to ensure that the points staked are within the specified  
 31 survey accuracy tolerances.

32  
 33 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify  
 34 these coordinates prior to issuing approval to the Contractor for commencing with the work. The  
 35 Contracting Agency will require up to seven calendar days from the date the data is received.

36  
 37 Contract work to be performed using contractor-provided stakes shall not begin until the stakes  
 38 are approved by the Contracting Agency. Such approval shall not relieve the  
 39 Contractor of responsibility for the accuracy of the stakes.

40  
 41 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that  
 42 are not described in the Plans, then those stakes shall be marked, at no additional cost to the  
 43 Contracting Agency as ordered by the Engineer.

44  
 45 **Payment**

46 Payment will be made for the following bid item when included in the Proposal:

47  
 48 "Roadway Surveying", lump sum.

49  
 50 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment,  
 51 materials, and supervision utilized to perform the Work specified, including any resurveying,  
 52 checking, correction of errors, replacement of missing or damaged stakes, and coordination  
 53 efforts.

1 **1-05.4(1)E Monuments**

2 The Contractor shall work to preserve the existing monumentation as provided in RCW  
3 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes  
4 apparent that a survey marker will be disturbed due to construction. The Contractor shall allow  
5 ample time for the Engineer to acquire adequate information so that the monument may be  
6 replaced in its original position after construction.

7  
8 **1-05.7 Removal of Defective and Unauthorized Work**  
9 **(October 1, 2005 APWA GSP)**

10 *Supplement this section with the following:*

11  
12 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
13 written notice from the Engineer or fails to perform any part of the work required by the Contract  
14 Documents, the Engineer may correct and remedy such work as may be identified in the written  
15 notice, with Contracting Agency forces or by such other means as the Contracting Agency may  
16 deem necessary.

17  
18 If the Contractor fails to comply with a written order to remedy what the Engineer determines to  
19 be an emergency situation, the Engineer may have the defective and unauthorized work  
20 corrected immediately, have the rejected work removed and replaced, or have work the  
21 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
22 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
23 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

24  
25 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
26 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,  
27 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or  
28 to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
29 without limitation, compensation for additional professional services required, and costs for repair  
30 and replacement of work of others destroyed or damaged by correction, removal, or replacement  
31 of the Contractor's unauthorized work.

32  
33 No adjustment in Contract time or compensation will be allowed because of the delay in the  
34 performance of the work attributable to the exercise of the Contracting Agency's rights provided  
35 by this Section.

36  
37 The rights exercised under the provisions of this section shall not diminish the Contracting  
38 Agency's right to pursue any other avenue for additional remedy or damages with respect to the  
39 Contractor's failure to perform the work as required.

40  
41 **1-05.11 Final Inspection**

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

43  
44 **1-05.11 Final Inspections and Operational Testing**  
45 **(October 1, 2005 APWA GSP)**

46  
47 **1-05.11(1) Substantial Completion Date**

48  
49 When the Contractor considers the work to be substantially complete, the Contractor shall so  
50 notify the Engineer and request the Engineer establish the Substantial Completion Date. The  
51 Contractor's request shall list the specific items of work that remain to be completed in order to  
52 reach physical completion. The Engineer will schedule an inspection of the work with the

1 Contractor to determine the status of completion. The Engineer may also establish the  
2 Substantial Completion Date unilaterally.

3  
4 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially  
5 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set  
6 the Substantial Completion Date. If, after this inspection the Engineer does not consider the work  
7 substantially complete and ready for its intended use, the Engineer will, by written notice, so  
8 notify the Contractor giving the reasons therefore.

9  
10 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
11 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
12 interruption, the work necessary to reach Substantial and Physical Completion. The Contractor  
13 shall provide the Engineer with a revised schedule indicating when the Contractor expects to  
14 reach substantial and physical completion of the work.

15  
16 The above process shall be repeated until the Engineer establishes the Substantial Completion  
17 Date and the Contractor considers the work physically complete and ready for final inspection.

### 18 19 **1-05.11(2) Final Inspection and Physical Completion Date**

20  
21 When the Contractor considers the work physically complete and ready for final inspection, the  
22 Contractor by written notice, shall request the Engineer to schedule a final inspection. The  
23 Engineer will set a date for final inspection. The Engineer and the Contractor will then make a  
24 final inspection and the Engineer will notify the Contractor in writing of all particulars in which the  
25 final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately  
26 take such corrective measures as are necessary to remedy the listed deficiencies. Corrective  
27 work shall be pursued vigorously, diligently, and without interruption until physical completion of  
28 the listed deficiencies. This process will continue until the Engineer is satisfied the listed  
29 deficiencies have been corrected.

30  
31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written  
32 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take  
33 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.  
34 The Contractor will not be allowed an extension of Contract time because of a delay in the  
35 performance of the work attributable to the exercise of the Engineer's right hereunder.

36  
37 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting  
38 Agency, in writing, of the date upon which the work was considered physically complete. That  
39 date shall constitute the Physical Completion Date of the Contract, but shall not imply  
40 acceptance of the work or that all the obligations of the Contractor under the contract have been  
41 fulfilled.

### 42 43 44 **1-05.11(3) Operational Testing**

45  
46 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and  
47 operable system. Therefore when the work involves the installation of machinery or other  
48 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems;  
49 buildings; or other similar work it may be desirable for the Engineer to have the Contractor  
50 operate and test the work for a period of time after final inspection but prior to the physical  
51 completion date. Whenever items of work are listed in the Contract Provisions for operational  
52 testing they shall be fully tested under operating conditions for the time period specified to  
53 ensure their acceptability prior to the Physical Completion Date. During and following the test

1 period, the Contractor shall correct any items of workmanship, materials, or equipment which  
2 prove faulty, or that are not in first class operating condition. Equipment, electrical controls,  
3 meters, or other devices and equipment to be tested during this period shall be tested under the  
4 observation of the Engineer, so that the Engineer may determine their suitability for the purpose  
5 for which they were installed. The Physical Completion Date cannot be established until testing  
6 and corrections have been completed to the satisfaction of the Engineer.

7  
8 The costs for power, gas, labor, material, supplies, and everything else needed to successfully  
9 complete operational testing, shall be included in the unit Contract prices related to the system  
10 being tested, unless specifically set forth otherwise in the proposal.

11  
12 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's  
13 guaranties or warranties furnished under the terms of the Contract.

14  
15 *Add the following new section:*

16  
17 **1-05.12(1) One-Year Guarantee Period**  
18 **(March 8, 2013 APWA GSP)**

19  
20 The Contractor shall return to the project and repair or replace all defects in workmanship and  
21 material discovered within one year after Final Acceptance of the Work. The Contractor shall  
22 start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's  
23 written notice of a defect, and shall complete such work within the time stated in the Contracting  
24 Agency's notice. In case of an emergency, where damage may result from delay or where loss  
25 of services may result, such corrections may be made by the Contracting Agency's own forces or  
26 another Contractor, in which case the cost of corrections shall be paid by the Contractor. In the  
27 event the Contractor does not accomplish corrections within the time specified, the work will be  
28 otherwise accomplished and the cost of same shall be paid by the Contractor.

29  
30 When corrections of defects are made, the Contractor shall then be responsible for correcting all  
31 defects in workmanship and materials in the corrected work for one year after acceptance of the  
32 corrections by Contracting Agency.

33  
34 This guarantee is supplemental to and does not limit or affect the requirements that the  
35 Contractor's work comply with the requirements of the Contract or any other legal rights or  
36 remedies of the Contracting Agency.

37  
38 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
39 **(August 14, 2013 APWA GSP)**

40  
41 *Delete the sixth and seventh paragraphs of this section.*

42  
43 **1-05.14 Cooperation With Other Contractors**  
44 **(\*\*\*\*\*)**

45 *The second paragraph is deleted and replaced with the following:*

46  
47 The coordination of the Work shall be taken into account by the Contractor as part of the site  
48 investigation in accordance with Section 1-02.4. Additionally, the Contracting Agency is  
49 performing work in the vicinity of the project along MLK Jr. Way and Division Avenue.  
50 It is expected this work will continue throughout the duration of the project. Any resulting cost  
51 associated with the coordination of work and reduced access to the project site shall be  
52 incidental and included within the unit bid prices in the Contract.

1 It is anticipated that the following work adjacent to or within the limits of this project will be  
2 performed by others during the course of this project and will require coordination of the work:  
3

4 Links to Opportunity Streetscape Projects

5 \*\*\* Package 1 streetscape work is on N 1<sup>st</sup> St from Tacoma Avenue to Division Avenue and  
6 Division Avenue from N 1<sup>st</sup> St to MLK Jr Way. It is anticipated that work on the adjacent Package  
7 2 may begin and will require coordination. \*\*\*

8  
9 \*\*\* Package 2 streetscape work is on MLK Jr Way from Division Avenue to 6<sup>th</sup> Avenue. It is  
10 anticipated that work on the adjacent Package 1 on the north end and Package 3 on the south  
11 end may begin and will require coordination. \*\*\*

12  
13 \*\*\* Package 3 streetscape work is on MLK Jr Way from 6<sup>th</sup> Avenue to Earnest S Brazill Street. It  
14 is anticipated that work on the adjacent Package 2 on the north end and Package 4 on the south  
15 end may begin and will require coordination. \*\*\*

16  
17 \*\*\* Package 4 streetscape work is on MLK Jr Way from Earnest S Brazill Street to S 15<sup>th</sup> Street.  
18 It is anticipated that work on the adjacent Package 3 on the north end and Package 5 on the  
19 south end may begin and will require coordination. \*\*\*

20  
21  
22 J Street Bicycle Boulevard Project

23 Axum General Construction, Inc.

24 Contact: Erik Sanders, 206-786-1430

25 Contact: Darcee Sanders: 206-786-5383

26 Email: axumgc@gmail.com  
27

28 **1-05.15 Method of Serving Notices**  
29 **(December 30, 2022 APWA GSP)**

30 *Revise the second paragraph to read:*  
31

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

40 *Add the following new section:*  
41

42 **1-05.16 Water and Power**  
43 **(October 1, 2005 APWA GSP)**  
44

45 The Contractor shall make necessary arrangements, and shall bear the costs for power and  
46 water necessary for the performance of the work, unless the Contract includes power and water  
47 as a pay item.  
48  
49  
50

1 **SUBMITTAL TRANSMITTAL FORM**

2  
3 Links to Opportunity Streetscape Bid Package 5  
4 Project Number PWK-G0041  
5 Specification No. PW23-0160F

6  
7 ATTN: Construction Division Date: \_\_\_\_\_

8  
9 Submittal Number \_\_\_\_\_

10  
11 Specification Number \_\_\_\_\_ Bid Item No. \_\_\_\_\_

12  
13 Submittal Description \_\_\_\_\_

14  
15 We are sending you:

Copies	Date	Page	Description

16  
17  
18 Transmitted:  Submittals (Product Data) for information only.  
19  Submittals for review and comment.

20  
21 Remarks: \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24  
25 Certify Either A or B:

- 26
- 27  A. This document has been detail-checked for accuracy of content and for compliance with
- 28 the Contract documents **(no exceptions)**. The information contained herein has been
- 29 fully coordinated with all involved Subcontractors.
- 30  B. This document has been detail-checked for accuracy of content and for compliance
- 31 with the Contract documents **except for the attached deviations**. The information
- 32 contained herein has been fully coordinated with all involved Subcontractors.
- 33

34  
35 Certified By: \_\_\_\_\_  
36 Signature

37  
38  
39  
40 **END OF SECTION**



1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

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

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

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

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

22  
23 **1-06.1(1) Qualified Products List (QPL)**

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

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

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

29 *This section is deleted in its entirety.*

30  
31 **1-06.6 Recycled Materials**  
32 **(January 4, 2016 APWA GSP)**

33  
34 *Delete this section, including its subsections, and replace it with the following:*

35  
36 The Contractor shall make their best effort to utilize recycled materials in the construction of the  
37 project. Approval of such material use shall be as detailed elsewhere in the Standard  
38 Specifications.

39  
40 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that  
41 were utilized in the construction of the project for each of the items listed in Section 9-03.21. The  
42 report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace  
43 slag and other recycled materials (e.g. utilization of on-site material and aggregates from  
44 concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-  
45 075 Recycled Materials Reporting.

46  
47 **END OF SECTION**  
48

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

2  
3 **1-07.1 Laws to be Observed**

4 **(October 1, 2005 APWA GSP)**

5 *Supplement this section with the following:*

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

8  
9 The Washington State Department of Labor and Industries shall be the sole and paramount  
10 administrative agency responsible for the administration of the provisions of the Washington  
11 Industrial Safety and Health Act of 1973 (WISHA).

12  
13 The Contractor shall maintain at the project site office, or other well known place at the project  
14 site, all articles necessary for providing first aid to the injured. The Contractor shall establish,  
15 publish, and make known to all employees, procedures for ensuring immediate removal to a  
16 hospital, or doctor's care, persons, including employees, who may have been injured on the  
17 project site. Employees should not be permitted to work on the project site before the Contractor  
18 has established and made known procedures for removal of injured persons to a hospital or a  
19 doctor's care.

20  
21 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the  
22 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their  
23 failure, or improper maintenance, use, or operation. The Contractor shall be solely and  
24 completely responsible for the conditions of the project site, including safety for all persons and  
25 property in the performance of the work. This requirement shall apply continuously, and not be  
26 limited to normal working hours. The required or implied duty of the Engineer to conduct  
27 construction review of the Contractor's performance does not, and shall not, be intended to  
28 include review and adequacy of the Contractor's safety measures in, on, or near the project site.

29  
30 **1-07.2 State Taxes**

31 **(January 6, 2015 Tacoma GSP)**

32 *Supplement this section with the following:*

33  
34 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the  
35 Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications for Road,  
36 Bridge, and Municipal Construction.

37  
38 **1-07.2(1) State Sales Tax — Rule 171**

39  
40 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads,  
41 etc., which are owned by a municipal corporation, or political subdivision of the state, or by the  
42 United States, and which are used primarily for foot or vehicular traffic. This includes storm or  
43 combined sewer systems within and included as a part of the street or road drainage system and  
44 power lines when such are part of the roadway lighting system. For work performed in such  
45 cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid  
46 item prices, or other contract amounts, including those that the Contractor pays on the purchase  
47 of the materials, equipment, or supplies used or consumed in doing the work.

48  
49 **1-07.2(2) State Sales Tax — Rule 170**

50  
51 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing  
52 buildings, or other structures, upon real property. This includes, but is not limited to, the  
53 construction of streets, roads, highways, etc., owned by the state of Washington; water mains

1 and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and  
2 disposal systems are within, and a part of, a street or road drainage system; telephone,  
3 telegraph, electrical power distribution lines, or other conduits or lines in or above streets or  
4 roads, unless such power lines become a part of a street or road lighting system; and installing  
5 or attaching of any article of tangible personal property in or to real property, whether or not such  
6 personal property becomes a part of the realty by virtue of installation.

7  
8 For work performed in such cases, the Contractor shall collect from the Contracting Agency,  
9 retail sales tax on the full contract price. The Contracting Agency will automatically add this  
10 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the  
11 retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170,  
12 with the following exception.

13  
14 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
15 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
16 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item  
17 prices or in any other contract amount.

### 18 19 **1-07.2(3) Services**

20  
21 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract  
22 wholly for professional or other services (as defined in Washington State Department of Revenue  
23 Rules 138 and 244).

### 24 25 **1-07.9 Wages**

#### 26 27 **1-07.9(5) Required Documents** 28 **(March 1, 2004 Tacoma GSP)**

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

30  
31 Weekly certified payrolls shall be submitted for the Contractor and all lower tier subcontractors or  
32 agents.

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

36  
37 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit dollar  
38 amount paid to each employee for each employee classification.

39  
40 Where fringe benefits are paid into approved plans, funds, or programs, the amount of the fringe  
41 benefits shall be identified in the "Benefit Distribution" section of the Certified Payroll Affirmation  
42 form.

#### 43 44 **1-07.15 Temporary Water Pollution/Erosion Control** 45 **(March 23, 2010 Tacoma GSP)**

46 *This section is supplemented with the following:*

47  
48 Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours,  
49 or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to enter waters  
50 of the State or the City stormwater system. If pH exceeds 8.5, the Contractor shall immediately  
51 discontinue work and initiate treatment according to the plan to lower the pH. Work may resume,  
52 with treatment, once the pH of the stormwater is 8.5 or less or it can be demonstrated that the  
53 runoff will not reach surface waters or the City stormwater system.

1  
2 High pH process water shall not be discharged to waters of the State or the City stormwater  
3 system. Unless specific measures are identified in the Special Provisions, high pH water may be  
4 infiltrated, dispersed in vegetation or compost, or discharged to a sanitary sewer system.  
5 Disposal shall be in accordance with the City of Tacoma Surface Water Management Manual or  
6 to City wastewater system with proper approval. Water being infiltrated or dispersed shall have  
7 no chance of discharging directly to waters of the State or the City stormwater system, including  
8 wetlands or conveyances that indirectly lead to waters of the State. High pH process water shall  
9 be treated to within a range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does  
10 not cause a violation of groundwater quality standards. If water is discharged to the sanitary  
11 sewer, the Contractor shall provide a copy of permits and requirements for placing the material  
12 into a sanitary sewer system prior to beginning the work. Process water may be collected and  
13 disposed of by the Contractor off the project site. The Contractor shall provide a copy of the  
14 permit for an approved waste site for the disposal of the process water prior to the start of work  
15 that generates the process water. A Special Approved Discharge permit shall be required for all  
16 discharges to the sanitary sewer system.

17  
18 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**  
19 **(February 9, 2011 Tacoma GSP)**

20 *This section is revised to read:*

21  
22 The Contractor shall prepare a project-specific spill prevention, control, and countermeasures  
23 plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit the  
24 plan to the Project Engineer no later than the date of the preconstruction conference. No on-site  
25 construction activities may commence until the Contracting Agency accepts an SPCC Plan for  
26 the project.

27  
28 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other  
29 materials as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-  
30 11). Occupational safety and health requirements that may pertain to SPCC Plan implementation  
31 are contained in, but not limited to, WAC 296-824 and WAC 296-843.

32  
33 **Implementation Requirements**

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

39  
40 If hazardous materials are encountered or spilled during construction, the Contractor shall do  
41 everything possible to control and contain the material until appropriate measures can be taken.  
42 The Contractor shall supply and maintain spill response kits of appropriate size within close  
43 proximity to hazardous materials and equipment.

44  
45 The Contractor shall implement the spill prevention measures identified in the SPCC Plan before  
46 performing any of the following:

- 47  
48 1. Placing materials or equipment in staging or storage areas.  
49  
50 2. Refueling, washing, or maintaining equipment.  
51  
52 3. Stockpiling contaminated materials.  
53

1 **SPCC Plan Element Requirements**

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

- 3
- 4 1. **Responsible Personnel**  
5 Identify the name(s), title(s), and contact information, including a 24/7 emergency contact  
6 number, for the personnel responsible for implementing and updating the plan, including  
7 all spill responders.  
8
  - 9 2. **Spill Reporting**  
10 List the names and telephone numbers of the Federal, State, and local agencies the  
11 Contractor shall notify in the event of a spill. The City of Tacoma contact will be the  
12 Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source  
13 Control Spill Response number at 253.502.2222.  
14
  - 15 3. **Project and Site Information**  
16 Describe the following items:  
17 A. The project Work.  
18 B. The site location and boundaries.  
19 C. The drainage pathways from the site, including both stormwater and sanitary  
20 conveyance pathways.  
21 D. Nearby waterways and sensitive areas and their distances from the site.  
22
  - 23 4. **Potential Spill Sources**  
24 Describe each of the following for all potentially hazardous materials brought or  
25 generated on-site (including materials used for equipment operation, refueling,  
26 maintenance, or cleaning):  
27 A. Name of material and its intended use.  
28 B. Estimated maximum amount on-site at any one time.  
29 C. Location(s) (including any equipment used below the ordinary high water line) where  
30 the material will be staged, used, and stored and the distance(s) from nearby  
31 waterways and sensitive areas.  
32 D. Decontamination location and procedure for equipment that comes into contact with  
33 the material.  
34 E. Disposal procedures.  
35 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.  
36
  - 37 5. **Pre-Existing Contamination**  
38 Describe any pre-existing contamination and contaminant sources (such as buried pipes  
39 or tanks) in the project area that are described in the Contract documents. Identify  
40 equipment and work practices that will be used to prevent the release of contamination.
  - 41 6. **Spill Prevention and Response Training**  
42 Describe how and when all personnel (including refueling Contractors and  
43 Subcontractors) will be trained in spill prevention, containment, and response in  
44 accordance with the Plan. Describe how and when all spill responders will be trained in  
45 accordance with WAC 296-824.  
46
  - 47 7. **Spill Prevention**  
48 Describe the following items:  
49  
50 A. Spill response kit contents and location(s).  
51 B. Security measures for potential spill sources.  
52 C. Secondary containment practices and structures for all containers to handle the  
53 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.

1 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall receive  
2 50-percent of the lump sum Contract price for the plan.

3  
4 The remaining 50-percent of the lump sum price will be paid after the materials and equipment  
5 called for in the plan are mobilized to the project.

6  
7 The lump sum payment for "SPCC Plan" shall be full pay for:

- 8  
9 1. All costs associated with creating the accepted SPCC Plan.  
10  
11 2. All costs associated with providing and maintaining the on-site spill prevention equipment  
12 described in the accepted SPCC Plan.  
13  
14 3. All costs associated with providing and maintaining the on-site standby spill response  
15 equipment and materials described in the accepted SPCC Plan.  
16  
17 4. All costs associated with implementing the spill prevention measures identified in the  
18 accepted SPCC Plan.  
19  
20 5. All costs associated with updating the SPCC Plan as required by this Specification.

21  
22 As to other costs associated with releases or spills, the Contractor may request payment as  
23 provided for in the Contract. No payment shall be made if the release or spill was caused by or  
24 resulted from the Contractor's operations, negligence, or omissions.

## 25 26 **1-07.16 Protection and Restoration of Property**

### 27 28 **1-07.16(1) Private/Public Property** 29 **(January 13, 2011 Tacoma GSP)**

30 *This section is supplemented with the following:*

31  
32 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not occur  
33 unless approved by the Engineer. All stockpile sites shall be restored to as good or better  
34 condition.

### 35 36 37 **1-07.16(4) Archaeological And Historical Object Salvage**

38 *Section 1-07.16(4) is supplemented with the following:*

### 39 **(December 6, 2004 WSDOT GSP)**

40  
41 The project area potentially contains archaeological or historical objects that may have  
42 significance from a historical or scientific standpoint. To protect these objects from damage or  
43 destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's  
44 operations, conduct various site testing and perform recovery and removal of such objects when  
45 necessary.

46  
47 The Contractor may be required to conduct its operations in a manner that will accommodate  
48 such activities, including the reserving of portions of the work area for site testing, exploratory  
49 operations and recovery and removal of such objects as directed by the Engineer. If such  
50 activities are performed by consultants retained by the Contracting Agency, the Contractor shall  
51 provide them adequate access to the project site.  
52

1 Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing,  
2 exploratory operations and salvaging of the objects as ordered by the Project Engineer shall be  
3 paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities  
4 require the Project Engineer to suspend the Contractor's work, any adjustment in time will be  
5 determined by the Project Engineer pursuant to Section 1-08.8.

6  
7 To provide a common basis for all bidders, the Contracting Agency has entered an amount for  
8 the item "Archaeological and Historical Objects Salvage" in the Proposal to become a part of the  
9 total bid by the Contractor.

10  
11 If the Engineer makes a determination that material is to be salvaged, the Engineer will require  
12 the Contractor to stop work in the vicinity of the discovery until the salvage is accomplished.  
13 Construction shall be suspended in this area until permission to proceed is given by the  
14 Engineer.

15  
16 Once a determination is made that materials will be salvaged, loss of time suffered by the  
17 Contractor, measured from this point forward, will be adjusted in accordance with Section 1-08.8.

18  
19 The Contractor, in his bid, shall allow time for discovery, notification, and determination of  
20 salvage by the Engineer and archeologist. No additional compensation will be made to the  
21 Contractor for any delays associated with this process, regardless of the number of locations on  
22 site where this process may occur.

23  
24 See **Appendix D** for Inadvertent Discovery Plan

25  
26 **1-07.17 Utilities and Similar Facilities**  
27 **(June 1, 2023 Tacoma GSP)**

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

29  
30 Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate,  
31 replace, or construct their facilities unless otherwise provided for in the Plans or these Special  
32 Provisions. Such adjustment, relocations, replacement, or construction will be done within the  
33 time for performance of this project. The Contractor shall coordinate their work with such  
34 adjustment, relocation, or replacement of utility work. This may require the Contractor to phase  
35 their work in a manner that will allow for the utility work.

36  
37 The Contractor shall coordinate their work with all utilities and other organizations which have to  
38 adjust or revise their facilities within the project area. These may include, but are not limited to:

- 39
- 40 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
  - 41 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
  - 42 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
  - 43 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;  
44 [Brian.Munson@Rainierconnect.net](mailto:Brian.Munson@Rainierconnect.net)
  - 45 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;  
46 [michael.klapperich@pse.com](mailto:michael.klapperich@pse.com) OR Amber Uhls, Gas, phone: (253) 476-6137;  
47 [amber.uhls@pse.com](mailto:amber.uhls@pse.com)
  - 48 • Lumen, Contact: Al (Aliyah) Skaro, [relocations@lumen.com](mailto:relocations@lumen.com)
  - 49 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;  
50 [chrisjanoski@terratechllc.net](mailto:chrisjanoski@terratechllc.net)
  - 51 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955, [todd\\_gallant@cable.comcast.com](mailto:todd_gallant@cable.comcast.com)
  - 52 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850;  
53 [louie.vanhollebeke@sienaengineeringgroup.com](mailto:louie.vanhollebeke@sienaengineeringgroup.com) OR Steve Duppenthaler, phone: (425)



- 1 286-3822; [sd1891@att.com](mailto:sd1891@att.com) OR Roberta Anderson, phone: (425) 896-9839;  
2 [roberta.anderson@sienaengineeringgroup.com](mailto:roberta.anderson@sienaengineeringgroup.com)  
3 • Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)  
4 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**  
5 • Verizon, Contact: David Lacombe, phone: (206) 305-5366  
6 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123  
7 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [sschauer@cogentco.com](mailto:sschauer@cogentco.com)  
8 • Zayo Communications, Contact: Phil Braum, [phil.braum@zayo.com](mailto:phil.braum@zayo.com) ;  
9 [zayo.relo.washington@zayo.com](mailto:zayo.relo.washington@zayo.com)

10  
11 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other electric  
12 or water utility structure owned by the City of Tacoma, the Contractor shall contact the City of  
13 Tacoma, Department of Public Utilities, Field Coordinator, telephone number 502-8044, and  
14 arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's  
15 expense, such additional work as is required to protect the pole or structure from subsidence.  
16 The Contractor may be directed to suspend work at the site of any such excavation until such  
17 utility structures are adequately protected.

18  
19 Garbage, recycling, and yard waste pick up within the project limits is on the following schedule:  
20 Martin Luther King Jr. Way – 15<sup>th</sup> to 19<sup>th</sup> - Tuesday

## 21 22 **1-07.18 Public Liability and Property Damage Insurance**

23  
24 *Delete this section in its entirety, and replace it with the following:*

### 25 26 **1-07.18 Insurance** 27 **(December 17, 2019 Tacoma GSP)**

28  
29 During the course and performance of the services herein specified, the Contractor will maintain  
30 the insurance coverage in the amounts and in the manner specified in the City of Tacoma  
31 Insurance Requirements as is applicable to the services and deliverables provided under this  
32 Contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by  
33 reference.

34  
35 Failure by the Contracting Agency to identify a deficiency in the insurance documentation  
36 provided by the Contractor or failure of the Contracting Agency to demand verification of  
37 coverage or compliance by the Contractor with these insurance requirements shall not be  
38 construed as a waiver of the Contractor's obligation to maintain such insurance.

39  
40 *This section is supplemented with the following;*

41  
42 The project specific Insurance Requirements for the Contractor are included in Part 5 of these  
43 specifications.

## 44 45 46 **1-07.23 Public Convenience and Safety**

### 47 48 **1-07.23(1) Construction Under Traffic** 49 **(May 2, 2017 APWA GSP)**

50  
51 *Revise the third sentence of the second paragraph to read:*  
52

1 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved  
2 by the Contracting Agency activating pedestrian recall timing or other accommodation may be  
3 allowed during construction.  
4

5 **1-07.23(1) Construction under Traffic**  
6 **(March 1, 2004 Tacoma GSP)**

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

9 The following special traffic requirements shall be adhered to during all phases of construction:  
10

11 Martin Luther King Jr. Way (arterial), Division Avenue (arterial), North 1<sup>st</sup> Street (arterial),  
12 Tacoma Avenue (arterial), Yakima Avenue (arterial), North/South I Street (arterial), North/South J  
13 Street (arterial), 6<sup>th</sup> Avenue (arterial), South 9<sup>th</sup> Street (arterial), South 11<sup>th</sup> Street (arterial),  
14 Earnest S Brazill St/South 12<sup>th</sup> Street (arterial), South 15<sup>th</sup> Street (arterial), South 19<sup>th</sup> Street  
15 (arterial) and all other non-arterial roadways paralleling or intersecting with the project arterial  
16 roadways shall remain fully open to pedestrian traffic and vehicular traffic in separate lanes at all  
17 times.  
18

19 **EXCEPTION:**

20 The project has been separated into five (5) packages. Each Bid Package has  
21 specific parameters related to what Temporary Traffic Control will be allowed and specific  
22 lane restriction requirements. Unless stated otherwise below,  
23 one northbound/westbound and one southbound/eastbound traffic lane, distinct from one  
24 another, shall be maintained at all times along the project's arterial roadways (including  
25 intersecting arterial roadways) along with additional restrictions that apply  
26 within each Package area. Access on and off the various project arterial roadways shall  
27 be maintained at all times unless described otherwise below. Working hours shall be per  
28 overall project requirements unless specified otherwise herein. The  
29 Bid Packages and their associated additional requirements are defined as follows:  
30

31 **Bid Package 5** – Bid Package 5 shall consist of Martin Luther King Jr. Way and its  
32 frontages, including any associated driveways, accesses, and/or alleys, from South  
33 15<sup>th</sup> Street (partially inclusive) to South 19<sup>th</sup> Street (inclusive). This work shall include  
34 removal and/or replacement of the following: concrete sidewalk, decorative colored  
35 concrete sidewalk, streetscape features, bicycle facilities, pedestrian lighting, conduit,  
36 landscaping, channelization, and all scoped/incidental work relating to the utilities.  
37

38 Due to the lack of parking lane, the Northbound travel lane on Martin Luther King Jr. Way  
39 between 17<sup>th</sup> and 19<sup>th</sup> St. will be allowed a full closure with detours directed to adjacent  
40 arterials. This will only be allowed when performing work on the East side of Martin  
41 Luther King Jr. Way between 17<sup>th</sup> and 19<sup>th</sup> Streets. The intersections of 17<sup>th</sup>, 18<sup>th</sup>, and 19<sup>th</sup>  
42 Streets shall remain open to all traffic utilizing the Southbound lanes.  
43

44 With the partially inclusive limit of this Bid Package (South 15<sup>th</sup> Street) being within a  
45 business district, there are specific restrictions on work dates or working hours beyond  
46 the general specifications of this project. There shall be no work performed (or effects  
47 from) within the business district limits during the "holiday moratorium," which is from  
48 Thanksgiving Day until the first business day of the New Year. Additionally, the impact to  
49 available on-street parking supply will be more stringent within the business district limits  
50 and active work will be coordinated (including any associated clean-up/demobilization)  
51 with any planned events within the business district limits. There shall be regular  
52 communication with St. Joseph Hospital, nearby residents, and the business district (both  
53 with City involvement) to inform them of phases of work and anticipated changes to

1 travel/parking conditions and associated impacts to their employees and/or visitors given  
2 the proximity to the Package work areas.

3  
4 Contractor shall not allow employee personal vehicles to park within the project area  
5 limits (as defined below) nor in an adjacent business district or residential area. Parking  
6 for Contractor employee personal vehicles shall be arranged by Contractor outside the  
7 boundaries of the project area. Contractor employee personal vehicles parked in the  
8 areas identified above will be subject to towing at the vehicle owner's expense. Project  
9 area limits are Martin Luther King Jr. Way from Division Ave to South 19<sup>th</sup> Street,  
10 paralleling side streets between S J Street and S L Street, and within any adjoining  
11 private/property areas unless otherwise arranged for use by the Contractor.

12  
13 The following terms/phrases are defined below as reference for subsequent  
14 specifications:

15 **Construction Zone** – The extents of any major portion of work during construction of the  
16 Sidewalk Zone.

17 **Sidewalk Zone** – The main pedestrian path beyond the Amenity Zone limits leading up to  
18 the property line and/or surrounding boundaries.

19 **Amenity Zone** – The area between back of curb and proposed Sidewalk Zone.

20 **Parking Lane** – Any area designated as parking, or the projection of said parking, to any  
21 cross-street corner.

22  
23 Where work occurs in the Parking Lanes, proper measures shall be taken to delineate the  
24 work zones from the Sound Transit Right of Way. **See Appendix C.**

25  
26 In addition to the above, work along Martin Luther King Jr Way may only affect parking  
27 lanes (if present) and associated sidewalk/amenity zone space in specific combinations  
28 and sequencing.

29  
30 Work at alleys (if no other outlet is available), driveways (for properties with no other  
31 access means), and storefront entrances shall be coordinated with the property owners  
32 and City such that access is maintained at all times at each location, per Specifications  
33 Sections 8-43 and 8-44. This includes, but is not limited to, constructing improvements in  
34 off-hours when businesses are closed or constructing approaches one half at a time to  
35 maintain vehicular and pedestrian access. Full closure of alleys, driveways or access to  
36 storefronts will not be permitted unless specifically approved by the City, and advance  
37 notice is provided to affected properties.

38  
39 When performing work on the sidewalk zone, the construction zone will be limited to two  
40 blocks in length, one side of the street only. Construction zones must be in areas, and at  
41 times, that always allow for a primary pedestrian detour to the opposite side of the street  
42 (at a legal location) and past the extent of the construction zone. Exceptions to the  
43 construction zone extents may be considered/granted for work planned in advance that  
44 does not adversely affect the areas surrounding any two-block zone.

45  
46 Within the construction zone, demolition and/or construction of sidewalk shall only occur  
47 in a manner which allows pedestrians access and routing (at an accessibility level that  
48 always meets or exceeds the pre-construction conditions) to all building and destination  
49 access points from at least one direction. All areas where sidewalk has been removed  
50 shall have measures immediately installed to provide for a safe and accessible travel  
51 path, even if temporary. This may include any combination, but not be limited to, crushed  
52 rock backfills and/or matting per specification 8-41. For specific instances, it may be

1 required to fully bridge a newly constructed, or under construction, area to provide a safe  
2 and accessible path to buildings or destinations per Specification Section 8-41.

3  
4 Entry points to any active construction zone will be monitored by dedicated spotters as  
5 detailed in specification 1-10.3(1). During non-active times, the construction zone shall  
6 be secured and made safe for the public with clearly delineated limits and bypass/detour  
7 routes.

8  
9 Amenity zone work may only commence once it is determined that the work will not  
10 adversely affect parking areas surrounding any on-going construction zone. The lateral  
11 space of the amenity work zone will be constrained by the new sidewalk and the required  
12 buffer from the street's travel lane that is also likely accommodating Sound Transit light  
13 rail vehicles.

14  
15 Partial encroachment into the sidewalk space (and the technically defined pedestrian  
16 access route) is permitted so long as five (5) feet of clear, accessible space is provided  
17 for pedestrian use of the sidewalk. If less than five (5) feet results from the construction  
18 zone needs, then a sidewalk closure and detour/bypass plan are needed and shall  
19 include any special provisions for any business access directly impacted by the proposed  
20 construction zone/extent.

21  
22 **The following requirements also apply to any of the applicable stages described**  
23 **above:**

24 Work or temporary provisions associated with a construction zone impacting parking  
25 lane/area:

26  
27 'No Parking' signs (a sample sign layout can be provided by the City) clearly indicating  
28 the date/time/duration of the parking restriction is required to be deployed at least 72  
29 hours in advance (and not more than five (5) calendar days in advance), at reasonable  
30 spacing for the extent of the area, and not impeding interim general access to the parking  
31 lane and adjoining sidewalk/amenity space.

32  
33 Work or temporary provisions associated with a work zone impacting property/business  
34 access points:

35  
36 The workspace shall be delineated and protected from unauthorized entry and shall be  
37 cane-detectable and compliant with any additional ADA/PROWAG requirements or  
38 recommended provisions to support both worker and public safety.

39  
40 A pedestrian bypass as opposed to a detour may be required for the given work  
41 location/streetscape context (to be determined in advance of the specific work starting),  
42 which would then require temporary accessible pedestrian ramps to route pedestrians  
43 around the sidewalk/amenity zone work zone within an adjoining parking lane (if present).  
44 Any pedestrian route within the roadway space must be defined with crash-worthy  
45 barriers (e.g., concrete or water-filled).

46  
47 Pedestrian detours shall incorporate the following in order to be compliant with ADA  
48 and/or City requirements:

- 49  
50 A. minimize the out-of-direction/distance that pedestrians are required to traverse;  
51 B. ensure encountered conditions meet or exceed the level of accessibility of the original  
52 route prior to construction;  
53 C. only utilize crossings of roadways at legal locations with no adverse safety concerns.

1  
2 Work affecting South 15<sup>th</sup> Street must maintain separate vehicle lanes in each direction at  
3 all times; temporary lanes can be shifted to allow work space on a given side of the  
4 roadway/intersection, including the complementary temporary closure of any associated  
5 parking lane(s), bike lane(s), and/or exclusive use turn lanes. Any aspect of the work that  
6 may require the signal control/indications at the respective intersection with Martin Luther  
7 King Jr. Way to be countermanded (or if somehow obscured) then requires Uniformed  
8 Police Officer (UPO) control (flagger control is not permitted) for the corresponding  
9 times/conditions.

10  
11 South 18<sup>th</sup> Street shall at all times remain open including space for separate travel lanes  
12 in each direction, which can include parking restrictions as applicable, and its signalized  
13 intersection with Martin Luther King Jr Way. Access to/from T-Line light rail station (within  
14 the median of Martin Luther King Jr Way) at the South 18<sup>th</sup> Street intersection shall  
15 also be available at all times and regardless of its operational status. Work zone and  
16 related activities shall not compromise the operations or safety of  
17 the associated signalized intersection.

18  
19 South 19<sup>th</sup> Street and active project work affecting its operation may be permitted, with  
20 supporting rationale, to encroach into/occupy the curb lane in either direction, but not  
21 simultaneously, relative to the signalized intersection with Martin Luther King Jr.  
22 Way. Work zone and related activities shall not compromise the operations or safety of  
23 the signalized intersection and shall only be permitted (inclusive of traffic control set-  
24 up/take-down time) between 9 AM and 4 PM on weekdays or 9 AM to 6 PM (lighting  
25 conditions allowing) on weekends.

26  
27 South 15<sup>th</sup> Street and South 19<sup>th</sup> Street shall not have any associated construction  
28 impacts occurring simultaneously.

29  
30 Other non-arterial roadways within the Package limits have more flexibility for restrictions  
31 to associated parking, directional closures, and full closures (with justification) so long as  
32 justification for the need is provided as part of a submitted traffic control plan for  
33 review/approval by the City.

34  
35 Access to/from T-Line light rail station (within the median of Martin Luther King Jr Way) at  
36 the South 18<sup>th</sup> Street intersection shall also be available at all times and regardless of its  
37 operational status. Construction zone and related activities shall not compromise the  
38 operations or safety of the associated signalized intersection.

## 40 **Required Communication Procedures**

### 41 **1. Sound Transit T-Line Operations**

42 Justin Richter, Operations Supervisor  
43 Sound Transit T-Line Operations  
44 [TLROWWorkPermit@sountransit.org](mailto:TLROWWorkPermit@sountransit.org)  
45 Controller 253-255-8442

46  
47  
48 Existing T-line Operations will be maintained. The Contractor shall coordinate with the Resident  
49 Engineer and T-Line Operations for all Work performed and comply with requirements of  
50 applicable jurisdictions regarding limitations on work hours.

51  
52 T-Line Operation hours are as follows:  
53 Monday thru Friday 4am – 11pm

1 Saturday 7am – 10:30pm  
2 Sunday 9am – 6:30pm  
3

4 Right of Way Work Requests are required to authorize activities/work requested on, adjacent to  
5 or in the vicinity of Sound Transit T-Line Right-of-Way as shown in the T-Line Light Rail Standard  
6 Operating Procedure, **Appendix B**. Sound Transit Right- of-Way may include but is not limited to  
7 trackway, crossings, stations, plazas and rail yards. If Contractor involvement is required by  
8 Sound Transit during testing, integration, or commissioning of the Project after Sound Transit  
9 takes possession of transit facilities, the Contractor shall submit Right of Way Work Requests  
10 and obtain Sound Transit approval. These requests take a minimum of two (2) weeks to acquire.  
11 The following conditions apply if a Right of Way Work Request is required:  
12

- 13 a) All personnel accessing the Sound Transit Right-of-Way shall be trained in Sound Transit  
14 safety procedures. Training is provided by Sound Transit at the T-Line Operations and  
15 Maintenance Facility. The Contractor shall coordinate the training of appropriate  
16 personnel.  
17
- 18 b) Every person who performs any activity/Work on the T-Line ROW and within the existing  
19 OMF must have successfully completed the ROW Safety Training course. A qualification  
20 card will be issued and is valid for one (1) year. Requalification is the responsibility of the  
21 cardholder. Times and dates for classes are on an as needed basis. Individuals requiring  
22 this training are required to contact the Sound Transit Rail Technical Trainer to schedule  
23 a class. Contractors will not be issued a permit until those specified for training have  
24 successfully completed the training and have a card issued. Individuals involved in  
25 activities/Work on the ROW must have their card in their possession.  
26
- 27 c) Activities/Work may only be performed during the time (s) and in the location(s)  
28 authorized on the ROW Work Request. Approved and signed requests are valid for a  
29 maximum of seven (7) calendar days. Workers must also adhere to any other restrictions  
30 outlined in the ROW Work Request. Activities/Work being performed not identified on the  
31 ROW Work Request will result in an immediate suspension of the Work and cancellation  
32 of the ROW Work Request.  
33

## 34 **2. Meetings:**

35  
36 The City expects there to be monthly community meetings that will be held with the surrounding  
37 businesses, residents and property owners throughout the course of construction. The intent of  
38 these meetings is to share information regarding the project schedule and future traffic revisions.  
39 City staff will host the meeting and be available to discuss any issues, resolve ongoing, past and  
40 projected impacts and report on activities affecting community. The contractor shall be available  
41 to attend monthly meetings as required to assist the City in resolution of issues.  
42

43 *Several common and unnecessary complaints from the community can be minimized if they are*  
44 *discussed and solved in the monthly meetings:*  
45

- 46 • Contractor needs to supply sufficient garbage cans on site and encourage employees to  
47 pick up lunch and break litter – including cigarette butts. This will help alleviate garbage  
48 from being strewn into surrounding community areas. All Contractor garbage and debris  
49 shall be picked up on a daily basis by the end of shift or sooner/more frequent if it is  
50 causing issues.  
51
- 52 • If unscheduled noise or impacts are expected, Contractor (even if on the behalf of a  
53 subcontractor) is to contact the appropriate City staff as far in advance as possible so that

1 staff can advise of noise variance needs and/or general permission (or not) to perform the  
2 work and if approved, follow through with the noise variance responsibilities (or otherwise  
3 conveyed City requirements) to forewarn those who will be affected.

- 4
- 5 • Construction shall not start before permitted work times or continue after permitted work  
6 times.
- 7

### 8 **3. Signage:**

9

- 10 • Project signage shall identify type of work under construction and duration of the work.  
11 Construction signage shall be located as required by the City and its review and as  
12 described in the contract documents.
- 13

### 14 **4. Notifications:**

15

- 16 • Contractor shall notify residents and business owners by written notice two (2) weeks in  
17 advance of when construction activities will commence (to include phase activities and  
18 traffic control changes) and shall inform City staff and business owners as soon as  
19 possible on schedule changes or when construction will hinder local access. Depending  
20 on the advance notice given and the nature of the work/impact, authorization to proceed  
21 may or may not be granted.
- 22

- 23 • The Contractor shall notify the City of all interactions with the community and shall keep  
24 written record of these interactions. The contractor shall provide copies of these records  
25 to the City. \*
- 26

27 *\* City staff will maintain a log of community complaints to provide an overview of ongoing*  
28 *interactions and issues with community members. The log will have a date, time, name,*  
29 *issue, details discussed, and resolution column.*  
30

- 31 • When the community members approach the contractor with general questions and  
32 concerns, field staff shall acknowledge the request and advise that they/the Contractor will  
33 contact City staff immediately to facilitate an answer/resolution. This will help keep the  
34 City staff involved and informed which will allow them to respond as needed and to  
35 monitor ongoing issues.
- 36
- 37 • If a community member voices strong concerns, or is discernibly upset about an issue,  
38 the Contractor (or their representative) shall acknowledge the request/complaint and  
39 immediately notify the City. When an issue arises with a requester/complainant it should  
40 be the goal of the project team (City and Contractor) to make every practical effort to  
41 address the issue in the field as soon as possible. If an issue cannot be resolved in the  
42 field its estimate timeline for resolution shall be conveyed to the requester/complainant  
43 and the topic shall be included in the agenda at the subsequent weekly project meeting  
44 between the City and Contractor at which time a determination shall be made, the  
45 requester/complainant will then be informed by the City.
- 46

47 The Contractor shall direct all media inquiries to the City's Community Relations Department  
48 contact:

49  
50 Stacy Ellifrit  
51 Community Relations Specialist, City of Tacoma  
52 (253) 591-2005 (office)  
53

1 The contractor shall attend public community meetings as directed by the Engineer, and present  
2 to the public his/her current traffic control plan, estimated construction phasing schedule, and  
3 accomplishments on the project. These meetings shall also serve to answer pertinent questions  
4 from the public. Payment for attending these meetings shall be included in the price for Project  
5 Temporary Traffic Control, per lump sum.

## 6 7 **5. Special Events**

8 Coordinate with City and Project Stakeholders so that construction activities do not impact the  
9 following activities: The City will develop and maintain a list of special events (examples below,  
10 which may or may not affect the specific project limits).

- 11
- 12 • Daffodil Parade – April 6, Pacific Ave between 9th and 24th
- 13 • July 4 Summer Blast – July 4, Ruston Way Waterfront and Dune Peninsula Park
- 14 • Ocean Fest – June 28, near Foss Waterway Seaport Museum
- 15 • Tacoma Pride Festival – July 13, on Pacific Ave between 7th and 9th
- 16 • Mosaic – July 27-28, Wright Park
- 17 • Hilltop Street Fair – Last weekend (usually) in August on MLK Jr. Way
- 18 • Stadium Art & Wine Walk – Mid-Sept, on Tacoma Ave, between Division and 1<sup>st</sup>
- 19 • Zoolights – Thanksgiving to New Year's
- 20

21 Contractor shall take additional action to minimize impacts to the public during special events  
22 (that are determined by the City to be affected by the project) at no cost to the City. The  
23 Contractor shall not be entitled to extra payment for the impacts from any special events on  
24 overall construction activities or schedule. Contractor is to allow for these special events as  
25 specified in the Contract Documents.

26  
27 The Contractor must take all necessary measures to ensure that the construction site is  
28 appropriately secured during any special events that are determined by the City to be affected by  
29 the project. Additionally, the perimeter surrounding the site including sidewalks, driveways and  
30 planter strips must be free of all construction litter, debris, etc. prior to the applicable special  
31 events.

32  
33 *The sixth paragraph of this section is supplemented with the following:*

34  
35 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates shall  
36 remain in place for 24-hours after placement of the CDF or until CDF is compacted or hardened  
37 to prevent rutting by construction equipment or traffic.

## 38 39 **1-07.23(2) Construction and Maintenance of Detours** 40 **(April 1, 2018 Tacoma GSP)**

41  
42 *This section is supplemented with the following:*

43  
44 Detour signing during any allowed road closures shall be in accordance with Detour Plans, when  
45 included in the Contract Documents. When plans are not included in the Contract Documents,  
46 the Contractor shall submit plans for detours in accordance with the “Manual on Uniform Traffic  
47 Control Devices (MUTCD)”. In addition, where the Contractor believes an alternate plan will  
48 safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit  
49 alternate plans to those for traffic control and detours required by MUTCD or contract  
50 documents. Such alternate plans must comply with the MUTCD and shall be in writing and  
51 submitted to the Engineer at least fifteen (15) days in advance of their intended use. In general,  
52 detouring of arterial traffic must be accomplished on streets designated as City Arterials.  
53 Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance of any



1 alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no  
2 claim by reason of a plan being rejected or modified, nor shall there be any additional payment  
3 by reason of using a substitute plan.

4  
5 The Contractor shall notify the Engineer three (3) working days in advance of implementation of  
6 any street closures/detours allowed under the Contract. Advance notice signing shall be placed  
7 a minimum of three (3) working days prior to implementation of any street closure/detour.

8  
9 A minimum of three (3) working days prior to any street closure, the Contractor shall notify all  
10 entities below:

11  
12 Tacoma Fire Dept. (253-591-5775)  
13 Tacoma Police Dept. (253-591-5932)  
14 LESA Communications Center (253-798-4721 - Opt.#2)  
15 Tacoma Public Schools Transportation Office (253-571-1853)  
16 Tacoma Environmental Services Solid Waste (253-591-5544)  
17 Tacoma Public Works Engineering Division (253-591-5500)  
18 Tacoma Public Works Streets and Grounds (253-591-5495)

19  
20 Pierce Transit

21 A minimum of seven (7) business days' notice of lane/sidewalk closures or other activities  
22 impacting existing bus stops, the Contractor shall notify entities below:

23  
24 Pierce Transit (Mark Davilla) mdavilla@piercetransit.org (253-377-5027)

25  
26 Coordinate work with Pierce Transit through the Engineer for all work that affects transit  
27 operations throughout the alignment. Coordinate work impacting transit stops and operations  
28 with Pierce Transit Route Facilities and Pierce Transit Construction  
29 Coordinator. Pierce Transit requires a minimum of seven (7) business days' notice of  
30 lane/sidewalk closures or other activities impacting existing bus stops.

31  
32 Coordination shall include:

- 33 A. Allowing for salvage, relocation and or installation of bus stop shelters, bus stop signs,  
34 bus stops trash receptacles, or other Pierce Transit facilities.  
35  
36 B. Accommodation for Pierce Transit buses when modifying City of Tacoma approved traffic  
37 patterns, bus routes, or bus stops.  
38  
39 C. Assistance and coordination with facility modifications during construction.  
40  
41 D. Pierce Transit shall be invited to participate in weekly coordination meetings with the  
42 other Stakeholders. Report on work completed, upcoming work scheduled and all long-  
43 range work issues requiring Pierce Transit coordination.  
44  
45 E. Temporary relocation of bus zones and restoration of permanent zones: When upcoming  
46 Work will interfere with the use of existing bus zones (bus stops) on the corridor, submit  
47 temporary bus zone locations and designs as part of the Traffic Control Plan. Construct  
48 and later remove approved temporary bus zones at no additional cost. The following are  
49 requirements for temporary bus zones:  
50 a) A raised landing of 6-inch curb height  
51 b) Accessible for wheelchair lift deployment, to include 5' (deep) X 8' (long)  
52 minimum pad with a not to exceed 2% slope  
53 c) Accessible pad shall connect to a sidewalk

- d) Walkways to adjacent cross streets shall meet Public Right of Way Accessibility Guidelines (PROWAG) criteria for surfaces
- e) Lighting for night use
- f) Minimum 75 feet long zone
- g) Minimum 9 feet wide zone

F. Pierce Transit will provide and install signage and rider alert information at no cost to the Contractor. Existing bus shelters, bus stop signage, and related items will remain the property of Pierce Transit. Pierce Transit will be responsible for removal and installation of these items.

G. The following links cover bus routes that may travel along, or intersect with, the specific project limits:

Route 2: [Route 2 | S 19th St - Bridgeport > Pierce Transit](#)

**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

1 a written permission of the private property owner, and, upon vacating the premises, a written  
2 release from the property owner of each property disturbed or otherwise interfered with by  
3 reasons of construction pursued under this contract. The statement shall be signed by the  
4 private property owner, or proper authority acting for the owner of the private property affected,  
5 stating that permission has been granted to use the property and all necessary permits have  
6 been obtained or, in the case of a release, that the restoration of the property has been  
7 satisfactorily accomplished. The statement shall include the parcel number, address, and date of  
8 signature. Written releases must be filed with the Engineer before the Completion Date will be  
9 established.

10  
11  
12  
13  
14

**END OF SECTION**

1 **1-08 PROSECUTION AND PROGRESS**

2  
3 *Add the following new section:*

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

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

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

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

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

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

26  
27 *Add the following new section:*

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

30  
31 The contractor shall coordinate with each property owner on how access will be maintained both  
32 during working hours and non working hours. The properties included in the Accessibility Work  
33 Plan (Appendix E) are listed for the contractor's convenience and may change depending on  
34 each individual properties needs and the contractor shall contact the property owners to verify  
35 access needs.

36  
37 Except in the case of emergency or unless otherwise approved by the Contracting Agency, the  
38 normal straight time working hours for the contract shall be any consecutive 8-hour period  
39 between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-  
40 day work week. The normal straight time 8-hour working period for the contract shall be  
41 established at the preconstruction conference or prior to the Contractor commencing the work.  
42 See Tacoma Municipal Code chapters TMC 10.22.170F and TMC 8.122.090.

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

49  
50 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between  
51 the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise  
52 control requirements. Approval to continue work during these hours may be revoked at any time  
53 the Contractor exceeds the Contracting Agency's noise control regulations or complaints are

1 received from the public or adjoining property owners regarding the noise from the Contractor's  
2 operations. The Contractor shall have no claim for damages or delays should such permission  
3 be revoked for these reasons.

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

17  
18 *Add the following new section:*

19 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**  
20 **(September 29, 2009 Tacoma GSP)**

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

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

31  
32 **1-08.1 Subcontracting**  
33 **(May 17, 2018 APWA GSP, Option B)**

34  
35 *Delete the eighth paragraph.*

36  
37 *Revise the ninth paragraph to read:*

38  
39 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020,  
40 and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the  
41 Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the  
42 Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the  
43 Contracting Agency identifying the reason for the withholding and a clear description of what the  
44 Subcontractor must do to have the withholding released. Retainage withheld by the Contractor  
45 prior to completion of the Subcontractors work is exempt from reporting as a payment withheld  
46 and is not included in the withheld amount. The Contracting Agency's copy of the notice to  
47 Subcontractor for deferred payments shall be submitted to the Engineer concurrently with  
48 notification to the Subcontractor.

49  
50 **1-08.1(5) Restrictions on Subcontracting**  
51 **(August 8, 2023 Tacoma GSP)**

52  
53 *This section is deleted.*

1  
2 **1-08.1(7)A Payment Reporting**  
3 **(August 8, 2023 Tacoma GSP)**

4  
5 *This section is deleted.*

6  
7 *Replace 1-08.1(8) in its entirety with the following:*  
8 **1-08.1(8) Subcontracting – Equity in Contracting**  
9 **(August 8, 2023 Tacoma GSP)**

10  
11 The Contractor shall follow the Equity in Contracting Program included in Part 3, which shall be  
12 considered part of the Contract.

13  
14 **1-08.3(2)B Type B Progress Schedule**  
15 **(December 30, 2022 APWA GSP)**

16  
17 *Revise the first paragraph to read:*

18  
19 The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the  
20 preconstruction conference. The preliminary Type B Progress Schedule shall comply with all  
21 of these requirements and the requirements of Section 1-08.3(2), except that it may be  
22 limited to only those activities occurring within the first 60-working days of the project.

23  
24 *Revise the first sentence of the second paragraph to read:*

25  
26 The Contractor shall submit 6 copies of a Type B Progress Schedule depicting the entire  
27 project no later than 21-calendar days after the preconstruction conference.

28  
29 **1-08.4 Prosecution of Work**

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

31  
32 **1-08.4 Notice to Proceed and Prosecution of Work**  
33 **(July 23, 2015 APWA GSP)**

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

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

51  
52 **1-08.5 Time for Completion**  
53 **(March 16, 2016 Tacoma GSP)**

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

2  
3 Contract time shall begin on the first working day following the Notice to Proceed Date.

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

20  
21  
22 *Revise the sixth paragraph to read:*

23  
24 The Engineer will give the Contractor written notice of the completion date of the contract after all  
25 the Contractor's obligations under the contract have been performed by the Contractor. The  
26 following events must occur before the Completion Date can be established:

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

40  
41 *This section is supplemented with the following:*  
42 **(March 1, 2004 Tacoma GSP)**

43  
44 **This project shall be physically completed within 136 calendar days.**

45  
46 **1-08.9 Liquidated Damages**  
47 **(March 3, 2021 APWA GSP, Option B)**

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

49  
50 Accordingly, the Contractor agrees:

- 51  
52 1. To pay (according to the following formula) liquidated damages for each working day  
53 beyond the number of working days established for Physical Completion, and

- 1  
2 2. To authorize the Engineer to deduct these liquidated damages from any money due or  
3 coming due to the Contractor.  
4

5 **Liquidated Damages Formula**  
6

7  $LD = 0.15C/T$   
8

9 Where:

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

11 C = original Contract amount

12 T = original time for Physical Completion  
13

14 When the Contract Work has progressed to Substantial Completion as defined in the Contract,  
15 the Engineer may determine the Contract Work is Substantially Complete. The Engineer will  
16 notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time  
17 occurring after the date so established, the formula for liquidated damages shown above will not  
18 apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated  
19 damages shall be assessed on the basis of direct engineering and related costs assignable to  
20 the project until the actual Physical Completion Date of all the Contract Work. The Contractor  
21 shall complete the remaining Work as promptly as possible. Upon request by the Project  
22 Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the  
23 Contract.  
24

25 **END OF SECTION**  
26  
27



1 **1-09 MEASUREMENT AND PAYMENT**

2  
3 **1-09.6 Force Account**  
4 **(December 30, 2022 APWA GSP)**

5  
6 *Supplement this section with the following:*

7  
8 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items  
9 to be paid per force account, only to provide a common proposal for Bidders. All such dollar  
10 amounts are to become a part of Contractor's total bid. However, the Contracting Agency does  
11 not warrant expressly or by implication, that the actual amount of work will correspond with those  
12 estimates. Payment will be made on the basis of the amount of work actually authorized by the  
13 Engineer.

14  
15 **(January 13, 2011 Tacoma GSP)**

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

17  
18 The Contractor shall submit a comprehensive summary list of all equipment anticipated to be  
19 used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall  
20 include the contractor's equipment number, make, model, year, operation rate, standby rate,  
21 applicable attachments and any other applicable information necessary to determine the  
22 applicable rates in accordance with this section. In addition, the contractor shall submit an  
23 Equipment Watch rate sheet ([www.equipmentwatch.com](http://www.equipmentwatch.com)) for each piece of equipment in the  
24 summary list. Access to the Equipment Watch web site is available at the City's Construction  
25 Management Office.

26  
27 **1-09.9 Payments**  
28 **(December 30, 2022 APWA GSP)**

29  
30 *Section 1-09.9 is revised to read:*

31  
32 The basis of payment will be the actual quantities of Work performed according to the  
33 Contract and as specified for payment.

34  
35 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
36 Preconstruction Conference, to enable the Project Engineer to determine the Work  
37 performed on a monthly basis. A breakdown is not required for lump sum items that include a  
38 basis for incremental payments as part of the respective Specification. Absent a lump sum  
39 breakdown, the Project Engineer will make a determination based on information available.  
40 The Project Engineer's determination of the cost of work shall be final.

41  
42 Progress payments for completed work and material on hand will be based upon progress  
43 estimates prepared by the Engineer. A progress estimate cutoff date will be established at  
44 the preconstruction conference.

45  
46 The initial progress estimate will be made not later than 30 days after the Contractor  
47 commences the work, and successive progress estimates will be made every month  
48 thereafter until the Completion Date. Progress estimates made during progress of the work  
49 are tentative, and made only for the purpose of determining progress payments. The  
50 progress estimates are subject to change at any time prior to the calculation of the final  
51 payment.  
52

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

- 2 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work  
3 completed multiplied by the unit price.
- 4 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
5 breakdown for that item, or absent such a breakdown, based on the Engineer's  
6 determination.
- 7 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or  
8 other storage area approved by the Engineer.
- 9 4. Change Orders — entitlement for approved extra cost or completed extra work as  
10 determined by the Engineer.  
11

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

- 13 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 14 2. The amount of progress payments previously made; and
- 15 3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
16 Contract Documents.  
17

18 Progress payments for work performed shall not be evidence of acceptable performance or  
19 an admission by the Contracting Agency that any work has been satisfactorily completed.  
20 The determination of payments under the contract will be final in accordance with Section 1-  
21 05.1.  
22

23 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
24 Contracting Agency to be adequate reason for withholding any payments until compliance is  
25 achieved.  
26

27 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the  
28 Contractor under the Contract will be paid based upon the final estimate made by the  
29 Engineer and presentation of a Final Contract Voucher Certification to be signed by the  
30 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
31 claims of the Contractor unless a Certified Claim is filed in accordance with the requirements  
32 of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final  
33 Contract Voucher Certification. The date the Contracting Agency signs the Final Contract  
34 Voucher Certification constitutes the final acceptance date (Section 1-05.12).  
35

36 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
37 Certification or any other documentation required for completion and final acceptance of the  
38 Contract, the Contracting Agency reserves the right to establish a Completion Date (for the  
39 purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract.  
40 Unilateral final acceptance will occur only after the Contractor has been provided the  
41 opportunity, by written request from the Engineer, to voluntarily submit such documents. If  
42 voluntary compliance is not achieved, formal notification of the impending establishment of a  
43 Completion Date and unilateral final acceptance will be provided by email with delivery  
44 confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar  
45 days for the Contractor to submit the necessary documents. The 30 calendar day period will  
46 begin on the date the email with delivery confirmation is received by the Contractor. The date  
47 the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall  
48 constitute the Completion Date and the final acceptance date (Section 1-05.12). The  
49 reservation by the Contracting Agency to unilaterally accept the Contract will apply to  
50 Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts  
51 that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the

1 Contract by the Contracting Agency does not in any way relieve the Contractor of their  
2 responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and  
3 regulations that affect the Work under the Contract.

4  
5 Payment to the Contractor of partial estimates, final estimates, and retained percentages  
6 shall be subject to controlling laws.

7  
8 *This section is supplemented with the following:*  
9 **(January 6, 2015 Tacoma GSP)**

10  
11 Breakdowns of all lump sum items shall be provided for all lump sum items and shall include all  
12 costs for labor, equipment, materials, and taxes (as applicable) associated with the lump sum  
13 item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum items per  
14 Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.

15  
16 Stockpiled Material - The point of acceptance of stockpiled material for payment and quality shall  
17 be at the time of incorporation into the contract.

18  
19 **1-09.9(1) Retainage**  
20 **(May 10, 2006 Tacoma GSP)**

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

- 22  
23 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.  
24 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

25  
26 **1-09.13(3)A Arbitration General**  
27 **(January 19, 2022 APWA GSP)**

28  
29 *Revise the third paragraph to read:*

30  
31 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
32 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the  
33 Superior Court of the county in which the Contracting Agency's headquarters is located,  
34 provided that where claims subject to arbitration are asserted against a county, RCW  
35 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the  
36 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the  
37 Contract as a basis for decisions.

38  
39  
40 **END OF SECTION**  
41

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2  
3 **1-10.1 General**  
4 **(April 7, 2014, WSDOT GSP)**

5 *Section 1-10.1 is supplemented with the following:*

6  
7 **Temporary Pedestrian Access**

8 **(\*\*\*\*\*)**

9 All pedestrian access paths shall be maintained per Proposed Accessibility Guidelines for  
10 Pedestrian Facilities in the Public Right-of-Way (PROWAG) and Specification Sections 1-  
11 07.23, and 1-10. The Contractor shall submit the proposed material type for “Temporary  
12 Pedestrian Access” to the Engineer for approval prior to construction. The Contractor shall  
13 maintain each pedestrian access and make repairs as directed for the duration of the  
14 construction, until the sidewalk and entry ways are finished at each respective location.

15  
16 **1-10.1(2) Description**

17 **(\*\*\*\*\*)**

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

19  
20 The Contractor shall keep lanes open to traffic at all times except when Work requires closure(s)  
21 that have been requested and approved in accordance with section 1-10.2(2) and 1-07.23

22  
23 *The third sentence of the fourth paragraph is revised to read:*

24  
25 Approved lane closures shall be for the minimum time required to complete the Work.

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

28  
29 Only uniformed off-duty police officers shall be used to control traffic when it is necessary to  
30 override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police  
31 Department Officers are preferred, and the Contractor shall grant the Tacoma PD the “first right  
32 of refusal” by contacting the Tacoma PD first as stated below.

33  
34 The City will make all necessary temporary adjustments to existing traffic signals and traffic  
35 signal activators.

36  
37 Existing signs shall not be removed until the Contractor has provided for temporary measures  
38 sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of  
39 temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

40  
41 As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be  
42 reset in their permanent location. Permanent signs and other traffic control devices damaged or  
43 lost by the Contractor shall be replaced or repaired at the Contractor’s expense.

44  
45 **Traffic Control Management**

46 **1-10.2(1) General**

47 **(October 3, 2022)**

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

49  
50 The Traffic Control Supervisor shall be certified by one of the following:

51  
52 The Northwest Laborers-Employers Training Trust  
53 27055 Ohio Ave.  
54 Kingston, WA 98346

1 (360) 297-3035  
2 <https://www.nwlett.edu>

3  
4 Evergreen Safety Council  
5 12545 135th Ave. NE  
6 Kirkland, WA 98034-8709  
7 1-800-521-0778  
8 <https://www.esc.org>

9  
10 The American Traffic Safety Services Association  
11 15 Riverside Parkway, Suite 100  
12 Fredericksburg, Virginia 22406-1022  
13 Training Dept. Toll Free (877) 642-4637  
14 Phone: (540) 368-1701  
15 <https://atssa.com/training>

16  
17 Integrity Safety  
18 13912 NE 20th Ave.  
19 Vancouver, WA 98686  
20 (360) 574-6071  
21 <https://www.integritysafety.com>

22  
23 US Safety Alliance  
24 (904) 705-5660  
25 <https://www.ussafetyalliance.com>

26  
27 K&D Services Inc.  
28 2719 Rockefeller Ave.  
29 Everett, WA 98201  
30 (800) 343-4049  
31 <https://www.kndservices.net>

32  
33 **1-10.3 Traffic Control Labor, Procedures, and Devices**

34 *Section 1-10.3 is supplemented with the following:*

35  
36  
37 **1-10.3(1)C Signalized Intersections**  
38 **(August 15, 2019 Tacoma GSP)**

39  
40 When construction operations are such that an existing traffic signal is required to be overridden  
41 to allow for traffic control measures, only a uniformed off-duty police officer shall override the  
42 signal.

43  
44 All off-duty officers shall be commissioned within the State of Washington.

45  
46 Tacoma Police Department officers shall be the first choice for traffic control that overrides any  
47 traffic signal within the jurisdiction of the City of Tacoma PD. The Contractor shall first contact  
48 Tacoma Police Department, Special Events Sergeant, to schedule police officers for the specified  
49 traffic control duty.

50  
51 Tacoma Police Department  
52 Special Events Sergeant  
53 (253) 591-5932

1 [TacomaPoliceEvents@ci.tacoma.wa.us](mailto:TacomaPoliceEvents@ci.tacoma.wa.us)

2  
3 The Contractor shall request officers at least 48 hours in advance for scheduling, unless an  
4 exception is approved by the Engineer.

5  
6 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply  
7 officers for the requested date(s). The Contractor shall include the written response from  
8 Tacoma PD and state the preference to either postpone the affected Work or request officers  
9 from other State of Washington jurisdictions. Using officers from other jurisdictions must be  
10 approved by the Engineer.

11  
12 The Contractor will not be compensated for any off-duty officers from other jurisdictions  
13 performing traffic control without prior approval from the Engineer, and the Contracting Agency  
14 may stop work in accordance with Section 1-08.6, "Suspension of Work".

15  
16  
17  
18 **1-10.3(1) Traffic Control Labor**

19 The first paragraph is revised to read:

20  
21 The Contractor shall furnish all personnel for flagging, for the execution of all procedures  
22 related to temporary traffic control and for the setup, maintenance and removal of all  
23 temporary traffic control devices and construction signs necessary to control vehicular, bicycle,  
24 and pedestrian traffic during construction operations or as requested by the City.

25  
26 **1-10.3(1)A Flaggers and Spotters**

27 (\*\*\*\*\*)

28  
29 **Spotters**

30  
31 Dedicated spotters shall be positioned at each intersection throughout the construction zone  
32 to assist pedestrians during the work. These spotters shall have no other duties assigned nor  
33 be relieved while construction is active.

34  
35 Dedicated spotters shall be provided for each block within the construction zone to  
36 monitor/flag for construction vehicle traffic exiting/entering the parking lane work zone as well  
37 as monitor the integrity of the Sound Transit rail systems. These spotters shall have no other  
38 duties assigned nor be relieved while construction is active.

39  
40 The construction zone will have vertical clearance constraints also dictated by Sound Transit  
41 permitting parameters relating to the light rail infrastructure and energized components  
42 (catenary system). Dedicated spotters shall be provided for each piece of equipment/activity  
43 that could potentially impact the Sound Transit catenary system. These spotters shall have  
44 no other duties assigned nor be relieved while construction is active.

45  
46 **1-10.3(1)B Other Traffic Control Labor**

47 This section is revised to read:

48  
49 In addition to flagging and spotter duties, the Contractor shall provide personnel for all other  
50 traffic control procedures required by the construction operations and for the labor to install,  
51 maintain, and remove any traffic control devices shown on Traffic Control Plans.

52  
53 **1-10.3(2)F Signalized Intersections**

1 **(January 11, 2006 Tacoma GSP)**

2  
3 When construction operations are such that an existing traffic signal is required to be overridden  
4 to allow for traffic control measures, the signal shall be overridden only by a uniformed off-duty  
5 police officer.

6  
7 All off-duty officers shall be commissioned within the State of Washington.

8  
9 **1-10.3(3)A Construction Signs**  
10 **(January 11, 2006 Tacoma GSP)**

11 *The fifth paragraph is revised to read:*

12  
13 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems  
14 to be unacceptable while their use is required on the project shall be replaced by the Contractor  
15 at their expense.

16  
17  
18 **1-10.3(3)C Portable Changeable Message Sign**  
19 **(August 4, 2010 Tacoma GSP)**

20 *This section is supplemented with the following:*

21 Portable Changeable Message Signs shall be required on arterials streets where construction  
22 occurs for durations longer than seven (7) calendar days. Signs shall be solar charged and  
23 programmable. Signs shall be provided a minimum of seven (7) calendar days prior to  
24 construction (initial and subsequent phases), but can removed thereafter. Signs shall be  
25 provided on each end of the arterial street project zone notifying oncoming traffic of the  
26 construction conditions. All costs associated with providing and maintain the signs for  
27 the required duration shall be included in the proposal item, "Project Temporary Traffic Control",  
28 per lump sum.

29  
30 **1-10.3(3)L Business Open Signs**  
31 **(\*\*\*\*\*)**

32 *This section is added with the following:*

33  
34 Sixteen (16) Business Open Signs mounted on eight (8) A-boards shall be required on this  
35 project. The metal signs shall be 24" x 30" wide. The design and allowable locations of the  
36 signs shall be provided by the City. All costs associated with provision of the signs and  
37 boards, providing, relocating and maintenance of the signs for the required duration of the  
38 project shall be included in the proposal item, "Project Temporary Traffic Control", per lump sum.

39  
40 **1-10.4 Measurement**

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

44 *This section is supplemented with the following:*

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

48  
49 **1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control**

50 *Section 1-10.4(3) is supplemented with the following:*

51  
52 (August 2, 2004)

1 The bid proposal contains the item **“Project Temporary Traffic Control,” lump sum** and the  
2 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),  
3 Section 1-10.4(3), and Section 1-10.5(3) shall apply.

4  
5 \*\*\*

6 **“Pedestrian Traffic Control,” lump sum**  
7 **“Uniformed Police Officer for Traffic Control”, per hour**

8 \*\*\*

9  
10 **1-10.5 Payment**

11  
12 **1-10.5(2) Item Bids with Lump Sum for Incidentals**  
13 **(January 11, 2006 Tacoma GSP)**

14 *This section is supplemented with the following:*

15  
16 “Uniformed Police Officer for Traffic Control”, per hour

17 The unit contract price, when applied to the number of units measured for this item in  
18 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the  
19 Contractor in performing the work in accordance with Section 1-10.3. This bid item shall include  
20 compensation for hiring off-duty police officers from other jurisdictions when authorized.

21  
22 The Bid Item “Pedestrian Traffic Control” is supplemented with the following:

23  
24 All costs incurred for “Temporary Pedestrian Access” and “Spotter” shall be included in the price  
25 per lump sum for “Pedestrian Traffic Control”, according to Section 1-10.

26  
27 **END OF SECTION**



1 **DIVISION 2: EARTHWORK**

2  
3 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**  
4 **(March 17, 2016 Tacoma GSP)**

5  
6 **2-01.1 Description**

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

8 The Contractor shall clear, grub, and cleanup those areas within the area of ground disturbance  
9 in accordance with the Plans and Specifications and as needed to complete the Contract Work.

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

12  
13 Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing area shall be  
14 considered as part of "Clearing and Grubbing" when identified for removal on the Plans.

15  
16 This Work shall consist of the removal and disposal of vegetation identified on the Plans.

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

19 *The second paragraph is revised to read:*

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

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

24 *This section is revised to read:*

- 25  
26 1. Fell individual trees as shown on the Plans.  
27 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area  
28 outside the slope stakes.  
29 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.  
30 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet  
31 from the top, side, or end surface of the embankment or any structure and are in a  
32 location that will not be terraced as described in Section 2-03.3(14):  
33 a. Close-cut stumps under 18-inches in diameter.  
34 b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches  
35 above original ground level.  
36 5. Leave standing any trees or native growth indicated by the Engineer.  
37 6. Trim all trees to be left standing to the height specified by the Engineer and certified  
38 Arborist, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet  
39 above the roadway surface. Neatly cut all limbs close to the tree trunk. All tree  
40 trimming must be done by or under the direction of a certified Arborist.  
41 7. Thin clumps of native growth as the Engineer may direct.  
42 8. Protect, by fencing if necessary, all trees or native growth from any damage caused  
43 by construction operations in accordance with Standard Plans LS-08 through LS-11.  
44 9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and curb  
45 ramps to a minimum of four inches from the edge of sidewalk or as directed by the  
46 Engineer or Certified Arborist.  
47 10. Remove and dispose of, or relocate the following existing features where necessary  
48 within the project limits or as indicated on the Plans:  
49 a. Cement concrete gutter boxes.  
50 b. Large rocks, garden stone, or other stones used for the purpose of  
51 landscaping or as a barrier when inside the paving limits.  
52 c. Wood curbs, logs, railroad ties, and other timber used for landscaping when  
53 inside the paving limits.

- 1 d. Bollards inside the paving area and not designated to remain.  
2 e. Relocate Eco Blocks to a location outside of the paving limits.  
3 11. Remove trees as indicated on the plans or as directed by the Engineer or certified  
4 Arborist. The tree removal shall include stump grinding to eight inches below final  
5 grade and removal of roots according to the Plans and Specifications, and as directed  
6 by the Engineer and certified Arborist, such that a new tree can be planted in the  
7 same area.  
8 12. Perform all work as required by the certified Arborist Reports to protect, remove, trim,  
9 prune roots or limbs, and any other works detailed in the Arborist Reports. This work  
10 shall be performed on Force Account per Section 1-09.6.  
11 13. All stumps identified for stump grinding or as directed by the Engineer or certified  
12 Arborist shall be ground to eight inches below final grade.  
13

#### 14 **2-01.3(2) Grubbing**

15 *Item e is revised to read:*

16  
17 Upon which embankments will be placed, except stumps may be close-cut or trimmed as  
18 allowed in Section 2-01.3(1) item 4.  
19

20 *Add the following sections:*

#### 21 **2-01.3(5) Certified Arborist**

22  
23 The Contractor shall provide a certified Arborist on site to assess and provide Arborist Reports  
24 for all work within the Tree Protection Zone of a tree in accordance with the Urban Forestry  
25 Manual and the Tacoma Municipal Code 13.06.502. All work done in the critical root zone shall  
26 be in compliance with the Arborist Report provided by the certified Arborist or under the direction  
27 of the certified Arborist.  
28

29  
30 The certified Arborist shall be on site to assess and provide direction for all tree trimming, limb or  
31 root pruning of greater than 4 inches, and tree removals as specified in the Plans or other tree  
32 work as directed by the Engineer. The certified Arborist shall submit an Arborist Report to the  
33 Engineer per section 1-05.3  
34

35 The Arborist shall be certified by the International Society of Arboriculture (ISA).  
36

#### 37 **2-01.3(6) Definition of Vegetation**

38  
39 A "tree" is defined as any self-supporting, woody perennial plant having a main stem (trunk) and  
40 which normally attains a height of at least ten (10) feet at maturity, usually with one (1) main stem  
41 or trunk and many branches.  
42

43 A "shrub" is defined as any woody perennial plant which normally attains a height of less than ten  
44 (10) feet at maturity and which can be construed to have some landscape value.  
45

46 "Brush" is defined as any perennial vegetation which normally attains a height of ten (10) feet or  
47 less at maturity, which is not maintained as part of a landscape feature, which is "volunteer"  
48 growth or which exists in a naturalized state. Examples include but are not limited to stands of  
49 blackberries and scotch broom.  
50

#### 51 **2-01.3(7) Tree and Stump Classifications**

52

1 Trees shall be classified by the measured diameter at a point four and one-half (4-½) feet above  
2 average ground level. Trees that have several stems at the four and one-half (4-½) foot height  
3 will be considered a tree clump. The largest diameter single stem will be measured and will  
4 dictate the class rating. Only the largest, single stem in the clump will be utilized for  
5 measurement and payment.  
6

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

10  
11 Trees and stumps will be classified as follows:

12		
13	Less than 4 inches	Class 0
14	4 inches up to but not including 12 inches	Class I
15	12 inches up to but not including 24 inches	Class II
16	24 inches up to and including 42 inches	Class III
17	Greater than 42 inches (Tree height greater than 30 feet)	Class IV
18	Greater than 42 inches (Tree height of 30 feet or less)	Class V
19		

20 **2-01.4 Measurement**

21 *This section is supplemented with the following:*

22  
23 No specific unit of measurement shall apply to the lump sum item “Certified Arborist”.

24  
25 No specific unit of measurement shall apply to “Certified Arborist Assessment Report  
26 Compliance”, by force account

27  
28 **2-01.5 Payment**

29 *The third paragraph of this section is revised to read:*

30  
31 The unit Contract price per lump sum for “Clearing and Grubbing” shall be full pay for all Work  
32 described in this section and section 2-13 except “Roadside Cleanup”, “Certified Arborist”, and  
33 “Certified Arborist Assessment Report Compliance”.

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

36  
37 “Certified Arborist”, lump sum

38  
39 The lump sum contract price for “Certified Arborist” shall be full pay for all labor, materials, and  
40 equipment to provide a certified Arborist on site prior to and during construction to perform all  
41 tree assessments, provide tree assessment reports, direct and assess all tree trimming, root and  
42 limb pruning, tree removals or other tree work (not included in other bid items) as directed by the  
43 Engineer and in accordance with the Contract.. No extra payment shall be made for any delays  
44 in construction schedule to provide a certified Arborist and comply with the certified Arborists  
45 assessments and reports.

46  
47 “Certified Arborist Assessment Report Compliance”, by force account

48  
49 An estimated amount is entered into the bid proposal for “Certified Arborist Assessment Report  
50 Compliance”, by force account. The Contractor will be compensated by force account per  
51 Section 1-09.6 for all Work related to the Arborist Assessment Report not shown on the plans or  
52 in addition to items included under section 8-02 as directed by the Certified Arborist or as  
53 directed by the Engineer.



1 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**  
2 **(December 9, 2005 Tacoma GSP)**

3  
4 **2-02.1 Description**

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

6  
7 The Work described in this section includes relocating, removing and disposing of, or salvaging,  
8 materials named in the Special Provisions, as shown on the plans, or identified by the Engineer,  
9 including streetlights and foundations, pole foundations, signs, drain pipes, asbestos concrete  
10 encased direct bury cable when necessary, all items needed to complete the work, and all such  
11 items that are omitted in bid items outside of Section 2-02.

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

14  
15 The Work described in this section also includes test holes according to this special provision, for  
16 determining the location and depth of existing utilities or structures.

17  
18 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

19 *This section is deleted.*

20  
21 *Section 2-02.3 is supplemented with the following:*

22  
23 **2-02.3(4) Test Holes**

24  
25 The engineer may at certain locations on the project site need to discover or locate an existing  
26 utility or structure that does not have proper as-built information. The contractor shall excavate a  
27 small test hole, where directed by the engineer, in determining the location and depth of the  
28 existing utility or structure.

29  
30 The test hole may be excavated by conventional excavation methods or by the use of a vacuum  
31 truck. The test hole for the conventional method shall be a minimum of 48" by 48" in width. The  
32 test hole shall be no deeper than 17 feet in depth. Gravel borrow shall be used to backfill the  
33 excavated hole. The gravel borrow shall be compacted in accordance to section 2-09 of the  
34 standard specifications. Three inches of cold mix asphalt shall be placed on top of the gravel  
35 borrow to provide a driving surface in a travel lane.

36  
37 **2-02.3(5) Remove Asbestos Cement Encased Cable**

38  
39 The existing electrical cables to be abandoned and replaced under this contract is primarily  
40 constructed of asbestos-cement (AC) encased cables. The Contractor shall disconnect and  
41 abandon the existing AC cables when possible.

42  
43 If removal of these existing AC encased cables is deemed necessary, over 5' of cable length, the  
44 Contractor must prepare an Asbestos Cement Cable Removal and Disposal Plan and submit to  
45 the City for review and approval prior to the removal of these portions of existing AC cables. This  
46 plan must detail the steps and procedures to be followed for removal and disposal of the AC  
47 cables.

48  
49 Removal of existing AC cables will consist of removal, abatement, labor, material, haul, disposal,  
50 documentation, permitting and permit fees, and cleanup necessary to properly remove and  
51 dispose of the AC electrical cables abandoned as part of this contract. AC material shall be  
52 disposed of at a licensed solid waste disposal facility. Removal will commence after the new

1 conduit is installed and in service. No additional payment will be made for remobilization of  
2 asbestos abatement and removal personnel and equipment.

3  
4 It remains the responsibility of the Contractor to comply with all Federal, State, and local safety,  
5 health, and environmental requirements when working with AC material.

6  
7 Prior to any work on AC materials, the Contractor shall obtain all permits from, and provide  
8 notification to, the Washington State Department of Labor Industries, the U.S. EPA, the local air  
9 pollution control agency, and other permitting and regulatory agencies with jurisdiction over the  
10 work involving asbestos as the law requires.

11  
12 Prior to commencing asbestos related work, the Contractor shall provide the Engineer with  
13 written verification of approvals and notifications that have been given and/or obtained from the  
14 required jurisdictional agencies, and the Contractor's schedule for all work involving asbestos  
15 removal. The schedule shall include the sequencing and searching of asbestos related work, and  
16 coordination with subcontractors. The Contractor shall notify the Engineer when all approvals  
17 have been received and notifications have been made, as required by the agencies involved.

18  
19 The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in  
20 accordance with all applicable laws, rules, and regulations.

21  
22 The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS) to  
23 personally supervise the asbestos removal and to ensure that the handling and removal of  
24 asbestos is accomplished by certified asbestos workers, pursuant to Washington State  
25 Department of Labor and Industries standards. The Contractor shall ensure that the removal and  
26 disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health  
27 department regulations, and all other applicable regulations.

28  
29 Puget Sound Clean Air Agency considers cement asbestos products to be friable. A 10-day  
30 waiting period and advance notification to the department in the form of filing a permit is  
31 necessary before the project starts. All fees associated with this permit and all permit fees for  
32 asbestos pipe removal and disposal will be paid for under the "Remove Asbestos Cement  
33 Encased Cable" force account bid item.

34  
35 The list of fees is outlined in Puget Sound Clean Air Agency Regulation III Asbestos Control  
36 Standards SECTION 4.03 ASBESTOS NOTIFICATION REQUIREMENTS. The Contractor will  
37 agree to properly dispose of the asbestos material in accordance with Puget Sound Clean Air  
38 Agency Regulation III Asbestos Control Standard SECTION 4.07 DISPOSAL OF ASBESTOS-  
39 CONTAINING WASTE MATERIAL pard (d).

40  
41 **The Contractor will notify Washington Department of Labor and Industries for Asbestos**  
42 **Abatement Project no later than 10 calendar days prior to commencing removal of**  
43 **asbestos material.** An online form for notification can be found on the Department of Labor and  
44 Industries website.

45  
46 *Section 2-02.4 is replaced with the following:*

47  
48 **2-02.4 Measurement**

49  
50 Measurement of the test hole shall be measured per linear foot from the surface of the  
51 existing ground to the bottom of the excavated test hole.

52

1 No specific measurement shall apply to the force account item for Remove Asbestos Cement  
2 Encased Cable.

3

4 **2-02.5 Payment**

5 *This section is supplemented with the following:*

6

7 Any demolition, relocation, and removal work not specifically included in other bid items shall be  
8 paid for under "Removal of Structure and Obstruction", per lump sum.

9

10 "Test Hole", per linear foot

11

12 The unit contract price per linear foot for "Test Hole" shall be full pay for all labor, equipment, and  
13 materials required to perform potholing, complete, and close the test hole, and construct  
14 temporary pavement repair in accordance with these specifications.

15

16 "Remove Asbestos Cement Encased Cable", per force account.

17

18

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**  
2 **(March 17, 2016 Tacoma GSP)**

3  
4 **2-03.1 Description**

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

6  
7 **2-03.3(5) Slope Treatment**

8 *This section is deleted.*

9  
10 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

11 *This section is deleted.*

12



1 **2-06 SUBGRADE PREPARATION**  
2 **(September 20, 2018 Tacoma GSP)**

3  
4 **2-06.3 Construction Requirements**

5 *This section is supplemented with the following:*

6  
7 **2-06.3(3) Subgrade Repair for Subgrade Not Constructed Under Same Contract**

8  
9 Upon removal of pavement, the Contractor and City Inspector shall walk the subgrade surface to  
10 determine and delineate any subgrade areas that need to be repaired. Any Subgrade areas that  
11 require repair, from the initial walkthrough, shall be determined solely by the City Inspector. Any  
12 initial subgrade repairs shall be paid for according to Section 2-06.5(2). Subgrade repair shall be  
13 performed in accordance with Section 2-06 and immediately after it has been determined and  
14 delineated. In order to minimize damage to the subgrade, the Contractor is encouraged to  
15 minimize pavement removal during the work.

16  
17 **2-06.3(4) Subgrade Maintenance and Protection**

18  
19 Immediately after the contractor constructs the subgrade or completes initial subgrade repair to  
20 the City's satisfaction, the contractor shall maintain and protect the subgrade. Any defects or  
21 damage of the subgrade thereafter shall be repaired or replaced according to Section 2-06, at  
22 the Contractor's expense before placement of any succeeding courses or pavement.

23 Maintenance and protection of the subgrade shall be the responsibility of the Contractor. The  
24 Contractor shall be required to take precautionary measures to prevent damage by heavy loads  
25 or equipment, as well as from inclement weather.

26  
27 The Contractor and City Inspector should walk the exposed subgrade on a daily basis to  
28 determine if there is damage to the subgrade. Any Subgrade areas that require repair according  
29 to this section shall be determined solely by the City Inspector.

30  
31 **2-06.5 Measurement and Payment**

32 *This section is supplemented with the following:*

33  
34 Subgrade Maintenance and Protection shall be paid by lump sum and shall apply to all  
35 subgrade.

36  
37 "Subgrade Maintenance and Protection", per lump sum

38  
39 The lump sum price for "Subgrade Maintenance and Protection" shall be full pay for all material,  
40 labor, and equipment for implementation of subgrade maintenance and protection, as determined  
41 by the City Inspector.

42  
43 If the contractor fails to protect the subgrade so that additional subgrade repairs are required as  
44 determined by the City Inspector, then the city shall not owe payment for these additional  
45 subgrade repairs in accordance with Section 2-06.3.

46  
47 **2-06.5(2) Subgrade Not Constructed Under Same Contract**

48 *Item 5 under this section is deleted.*

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

3  
4 **2-07.3 Construction Requirements**

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

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

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

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

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

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

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

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

32  
33 **2-07.4 Measurement**

34 *This section has been revised to read:*

35  
36 No specific unit of measurement shall apply to "Watering", to be included in the lump sum  
37 "Erosion Control and Water Pollution Prevention" lump sum item in Section 8-01.

38  
39 **2-07.5 Payment**

40 *This section has been revised to read:*

41  
42 The lump sum unit contract price for "Erosion Control and Water Pollution Prevention" in Section  
43 8-01 shall include the full pay for all labor, materials, tools, and equipment necessary to furnish,  
44 haul, and apply the water.

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

3

4 *This section is deleted.*

5

1 **2-13 VEGETATION REMOVAL**  
2 **(March 17, 2003 Tacoma GSP)**

3  
4 *This section is deleted. Refer to Section 2-01.*

5  
6 **2-14 PAVEMENT REMOVAL**  
7 **(March 17, 2003 Tacoma GSP)**

8  
9 **2-14.1 Description**

10  
11 The Work described in this section includes the removal and disposal of pavement surfaces  
12 identified on the Plans or as marked in the field.

13  
14 **2-14.2 Pavement Classification**

15  
16 Removal of pavement is defined below by type and class based on composition and thickness:

17  
18 **Type I** Pavement removal where all or portions of the existing pavement is being  
19 removed in conjunction with street construction or any other removal not  
20 described below for Type II or Type III.

21  
22 **Type II** Pavement removal required for the placing of utilities at greater and varying  
23 depths, such as sewers.

24  
25 **Type III** Pavement removal required for narrow and shallow utility cuts in order to  
26 install light cables, conduits and similar shallow utilities.

27  
28 **Class A4** Class A4 pavement removal shall apply to the removal of asphalt concrete,  
29 bituminous road surfacing, multiple lift bituminous surface treatments or any  
30 combination of these components having an average up to and including four  
31 inches.

32  
33 **Class A8** Class A8 pavement removal shall apply to the removal of asphalt concrete,  
34 bituminous road surfacing, multiple lift bituminous surface treatments or any  
35 combination of these components having an average thickness between four  
36 inches and eight inches.

37  
38 **Class C6** Class C6 pavement removal shall apply to all non-reinforced cement concrete  
39 pavements or slabs having an average thickness of six inches or less, typical  
40 for existing sidewalk and residential driveway entrances. After the curbs and  
41 pavement have been constructed, the Contractor may be required to remove  
42 additional sidewalk necessary to provide proper connections and grades, as  
43 determined by the Engineer.

44  
45 **Class C12** Class C12 pavement removal shall apply to all cement concrete pavements or  
46 slabs having an average thickness of between six inches and twelve inches,  
47 typical for concrete road pavement and some commercial driveways.

48  
49 **Class CA** Class CA pavement removal shall apply to all pavements that have a wearing  
50 surface of asphalt concrete upon a cement concrete pavement or, cement  
51 concrete base, and for which the total combined thickness of the pavement  
52 averages between six inches and twelve inches.

1           **Class H**           Class H pavement removal shall apply to early type pavement of a cement  
2                           concrete base with a brick or cobblestone surface and potentially an additional  
3                           layer of asphalt concrete pavement for which the total combined thickness of  
4                           the pavement averages between six inches and twelve inches.  
5

6           **2-14.3     Construction Requirements**  
7

8           All final meetlines shall be sawcut. All pavement removal shall be Type I removal unless noted  
9           otherwise below.

10  
11          All pavement removal associated with proposed irrigation connections, existing main to proposed  
12          irrigation meter, shall be paid by City of Tacoma, see section 8-03.  
13

14          All pavement removal associated with removal and replacement of existing pavement for the  
15          installation of proposed irrigation service lines outside of the proposed streetscape  
16          improvements, refer to the TESC and Demolition Plans, shall be Type III.  
17

18          Where monolithic cement concrete pavement and curb are being removed, the curb removal  
19          shall be considered as pavement removal, and the measurement for payment will be to the back  
20          of the curb.  
21

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

27          **2-14.4     Measurement**  
28

29          Pavement removal will be measured per square yard.  
30

31          Type I pavement removal will be measured in its original position through the use of survey  
32          techniques.  
33

34          **2-14.5     Payment**  
35

36          Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
37          included in the proposal:  
38

39          Remove Existing Pavement, Type \_\_\_\_\_, Class \_\_\_\_\_, per square yard  
40

41          The unit price per square yard for "Remove Existing Pavement, Type \_\_\_\_\_, Class \_\_\_\_\_" shall  
42          be full compensation for all classes of pavement removal in accordance with the Plans and these  
43          Specifications. All costs associated with saw cutting meet lines shall be included in the unit  
44          Contract price for pavement removal. Pavement class shall be assumed based on the location of  
45          existing pavement. Class A4 pavement is assumed to be located on all asphalt surfaces outside  
46          of the existing paved roadways. Class A8 pavement is assumed to be all existing asphalt  
47          roadway surfaces. Class C6 pavement is assumed to be all existing cement concrete sidewalk.  
48          Class C12 pavement is assumed to be all existing cement concrete driving surfaces. Classes CA  
49          and H are not anticipated to be found. If existing surface thicknesses are encountered which do  
50          not match the assumptions listed above, a proportional adjustment per square yard will be paid  
51          to the Contractor.  
52

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

3  
4 **2-15.1 Description**

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

8  
9 **2-15.2 Curb Classification**

10  
11 Removal of curb and/or curb and gutter will include all types as defined below:

12  
13 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the adjacent  
14 cement concrete pavement.

15  
16 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other combination of rigid  
17 material that extends below the pavement surface elevation.

18  
19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete extruded  
20 or precast curb that is installed on a pavement surface.

21  
22 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb with a  
23 brick gutter on a cement concrete base, or other combination of rigid material.

24  
25 **2-15.3 Construction Requirements**

26  
27 Integral curb removal shall consist of the removal of the curb and the integral base section under  
28 the curb. The removal shall be accomplished by saw cutting along the face of the curb.

29  
30 The removal of the curb and/or curb and gutter shall be conducted in such a manner as not to  
31 damage utilities and any portion of the improvement that is to remain in place. Any deviation in  
32 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,  
33 replace, or otherwise make proper restoration to the satisfaction of the Engineer.

34  
35 Note that there is a moratorium on the Martin Luther King Jr Way roadway which does not allow  
36 for any cuts into the existing asphalt roadway. All curb removal within the existing Martin Luther  
37 King Jr Way roadway must protect the existing asphalt without damaging the roadway. Cuts into  
38 Martin Luther King Jr Way in install forms for the proposed curb will not be allowed.

39  
40 **2-15.4 Measurement**

41  
42 Curb and curb and gutter removal will be measured per linear foot.

43  
44 **2-15.5 Payment**

45  
46 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
47 included in the proposal:

48  
49 "Remove Existing Curb", per linear foot

50  
51 All costs associated with saw cutting necessary for the removal of curb and/or curb and gutter  
52 shall be included in the unit Contract price for removal.

1 *The Standard Specifications are supplemented with the following:*

2  
3 **2-18 REMOVE AND RELOCATE EXISTING SITE FEATURE**

4  
5 **2-18.1 Description**

6  
7 The work described in this section includes the removal, storage, and relocation of site features,  
8 which include planter pots, signs, trash cans, mail drop box, newspaper racks, historic maker's  
9 mark sidewalk imprints, fences and associated gates, and other miscellaneous site features.

10  
11 **2-18.2 Classification**

12  
13 Remove and relocate existing site feature will be based on composition, as defined below:

14  
15 **Planter Pot** – Planter pots shall consist of cement or ceramic pots located on sidewalks within  
16 the project ROW and called out on the plans.

17  
18 **Sign** – Signs shall consist of a base, post and sign located within the project ROW and called out  
19 on the plans. Existing signs on posts to be removed must be replaced as noted on the plans.

20  
21 **Newspaper Rack** – Newspaper Rack shall consist of the newspaper holder and base located  
22 within the project ROW and called out in the plans.

23  
24 **Historic Maker's Mark Imprint** - Existing historic maker's mark imprints found in the existing  
25 sidewalk within the project ROW and called out in the plans. This work must be done per City of  
26 Tacoma standards as shown on the plans.

27  
28 **Fence and Gate** – Existing fence and gate shall consist of the fence and gate, associated posts,  
29 and post supports located within the project ROW and called out on the plans.

30  
31 **Vertical Education Item** – Existing vertical education items, sculptures, or other visual features  
32 found within the ROW and called out in the plans. This work must be coordinated with site  
33 feature owner. Contractor is responsible for removal, temporary storage, and reinstallation  
34 including any supports or foundations. Supports/foundation for the relocated vertical education  
35 item shall be coordinated in the field; this work is included in the Remove and Relocate Existing  
36 Vertical Educational Item per each bid item.

37  
38 **2-18.3 Construction Requirements**

39  
40 The removal of site features shall be conducted in such a manner as not to damage utilities, the  
41 sidewalk, or roadway. Any deviation in this matter will obligate the Contractor, at no expense to  
42 the Contracting Agency, to repair, replace, or otherwise make proper restoration to the  
43 satisfaction of the Engineer.

44  
45 Site features shall be kept off-site in a secured City of Tacoma storage yard at the entrance of the  
46 Tacoma Landfill and Recycling Center until relocation. Driving directions are provided below.  
47 Contractor to contact Otto Glavanits at (253) 306-3624.

48  
49 From I-5:

- 50 1. Take exit 132 and merge onto SR-16  
51 2. Take exit 1C (Fircrest/Center Street)  
52 3. At the traffic light, go straight onto South Mullen Street and follow the road until you reach  
53 the landfill

1 4. Take the first right just inside the main entrance gate. Storage area is on the South side of  
2 the Storm Pond.

3 From Orchard Street:

4 1. Turn onto South Center Street heading east

5 2. Turn right onto South Mullen Street and follow the road until you reach the Tacoma  
6 Transfer & Recovery Center

7 3. Take the first right just inside the main entrance gate. Storage area is on the South side of  
8 the Storm Pond.

9

10 Contractor shall coordinate access with the City of Tacoma during construction. Any damage  
11 occurred to the site feature during the process of removal to relocation shall be repaired or  
12 replaced at the expense of the contractor.

13

14 If the site feature to be removed and/or relocated is owned by Pierce Transit; the transit authority  
15 must first be contacted and their site feature shall be handled per Pierce Transit's direction.

16

17 The site feature shall be relocated and installed as described on the plans or as directed by the  
18 Engineer. The feature installation shall meet project specifications.

19

#### 20 **2-18.4 Measurement**

21

22 The removal, storage, and reinstallation of planter pots, signs, trash cans, newspapers racks,  
23 historic maker's mark imprints, and sculptures will be measured per each.

24

25 The removal, storage, and reinstallation of fencing and associated gates will be measured per  
26 linear foot.

27

28 The removal of fence and gate not to be reinstalled will be measured per linear foot. See section  
29 2-20 for fence and gate removal.

30

#### 31 **2-18.5 Payment**

32

33 Payment will be made in accordance with Section 1-04.1(1) for the following bid items when  
34 included in the proposal:

35

36 "Remove and Relocate Existing Planter Pot", per each

37

38 "Remove and Relocate Existing Sign", per each

39

40 "Remove and Relocate Existing Newspaper Rack", per each

41

42 "Remove and Relocate Existing Historic Maker's Mark Imprint", per each

43

44 "Remove and Relocate Existing Fence and Gate", per linear foot

45

46 "Remove and Relocate Existing Vertical Educational Item", per each

47

48 All costs associated with the removal storage and installation of the site feature shall be included  
49 in the unit contract price of the remove and relocate bid item.

50



1 *The Standard Specifications are supplemented with the following:*

2  
3 **2-19 REMOVE AND REPLACE EXISTING LID WITH ADA COMPLIANT NON-SLIP LID**

4  
5 **2-19.1 Description**

6  
7 The work described in this section includes the removal and replacement of utility lids to provide  
8 a non-slip and ADA compliant surface.

9  
10 **2-19.2 Classification**

11  
12 Removal and replacement of existing lid with ADA compliant non-slip lid shall include all non-  
13 ADA compliant utility lids within the ADA walkway as shown on the plans.

14  
15 **2-19.3 Construction Requirements**

16  
17 All utility lids directed for replacement shall be replaced by a similar size locking lid meeting non-  
18 slip ADA standards with a coefficient of friction of at least 0.6. Field applied coating is not  
19 acceptable. Replaced lids must be coated by an approved manufacturer; Contractor must submit  
20 a manufacturer certification of compliance for the ADA coating with supporting specifications.

21  
22 Any patching or sealing of the sidewalk shall be done in a manner to provide a smooth surface  
23 and shall be included in the unit contract price.

24  
25 **2-19.4 Measurement**

26  
27 The replacement of lids will be measured per each.

28  
29 **2-19.5 Payment**

30  
31 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
32 included in the proposal:

33  
34 "Remove and Replace Existing Lid with ADA Compliant Non-Slip Lid", per each

35  
36 All costs associated with the removal and disposal of the existing lid shall be included in the unit  
37 contract price of the bid item. All costs associated with replacing existing utility boxes as required  
38 to install ADA compliant non-slip lids and all costs associated with sidewalk removal and  
39 replacement required to replace damaged utility boxes shall be included in the unit contract price  
40 for the bid item.

41

1 *The Standard Specifications are supplemented with the following:*

2  
3 **2-20 REMOVE EXISTING SITE FEATURE**

4  
5 **2-20.1 Description**

6  
7 The work described in this section includes the removal and disposal of fences as identified on  
8 the Plans or as marked in the field. The work also includes the removal and return to the City of  
9 Tacoma of Business District Standards.

10  
11 **2-20.2 Classification**

12  
13 Remove existing site feature shall be based in composition, as defined below:

14  
15 **Existing Fence and Gate** – Fencing and gates shall consist of chain link, wooden, and other  
16 types of both residential and commercial fences and associated gates within the project ROW  
17 and called out in the plans or marked in the field.

18  
19 **Business District Standard** – Business district standards (banners) shall consist of cloth  
20 banners hung on luminaries that are either called out on the plans or marked in the field.  
21 Contractor is responsible for returning all business district standards to the City Engineer upon  
22 removal.

23  
24 **2-20.3 Construction Requirements**

25  
26 The removal of site features shall be conducted in such a manner as not to damage utilities, the  
27 sidewalk, or roadway. Any deviation in this matter will obligate the Contractor, at no expense to  
28 the Contracting Agency, to repair, replace, or otherwise make proper restoration to the  
29 satisfaction of the Engineer.

30  
31 Removal of the business district banners shall be conducted in a manner to not damage the  
32 banner or the luminaire it is mounted on. Once removed the banners shall be returned to the City  
33 of Tacoma.

34  
35 **2-20.4 Measurement**

36  
37 The removal of fences will be measured per liner foot.

38  
39 The removal of business district banners will included in a lump sum that includes the removal of  
40 all business district banners and coordination required to return these banners to applicable  
41 business district.

42  
43 **2-20.5 Payment**

44  
45 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
46 included in the proposal:

47  
48 “Remove Fence and Gate”, per linear foot

49  
50 All costs associated with the removal and disposal of the fences shall be included in the unit  
51 contract price of the bid item.

52  
53 “Remove Business District Standard, per lump sum.

1  
2 The "Remove Business District Standard" lump sum Bid item includes the removal of all  
3 business district banners and coordination required to return these banners to applicable  
4 business district.  
5

1 *The Standard Specifications are supplemented with the following:*

2  
3 **2-21 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS**

4  
5 **2-21.1(1) General**

6  
7 Contaminated soils exceeding the levels listed in the Washington State Models Toxics Control  
8 Act (MTCA) cleanup regulations (Chapter 173-340 WAC) are not expected to be encountered on  
9 the project site. If contaminated soils are discovered onsite the Contractor shall operate within  
10 and meet all applicable laws and regulations associated with working with regulated materials  
11 encountered during excavation activities.

12  
13 The Contractor is advised to review the applicable Washington Administrative Codes (WAC),  
14 Washington Department of Ecology (DOE), Washington State Department of Health (DOH),  
15 MTCA and Asarco Reports.

16  
17 Websites for further information:

18  
19 WAC: <http://apps.leg.wa.gov/wac/> (Title 173-303 & 173-340)

20  
21 DOH: <http://www.doh.wa.gov/>

22  
23 DOE: <http://www.ecy.wa.gov/>

24  
25 MTCA: <http://www.ecy.wa.gov/pubs/9406.pdf>

26  
27 Public Health Seattle and King County:  
28 <http://www.kingcounty.gov/healthservices/health/ehs/toxic/ArsenicLead.aspx>

29  
30 Pierce County Health Department:  
31 <http://www.tpchd.org/index.php>

32  
33 Environmental Protection Agency, Asarco Smelter Cleanup:  
34 <http://www.epa.gov/region10>

35  
36 Agency for Toxics Substances and Disease Registry, Facts on Arsenic:  
37 <http://www.atsdr.cdc.gov/tfacts2.html>

38  
39 Centers for Disease Control, Facts on Lead:  
40 <http://www.cdc.gov/nceh/lead/publications/1997/factlead.htm>

41  
42 Department of Health, Drinking Water:  
43 <http://www.doh.wa.gov/ehp/dw>

44  
45 **2-21.1(3) Soil Management**

46  
47 Contaminated soils are not expected to be found however, if contaminated soils are discovered  
48 during the construction process, the Contractor shall load any contaminated material directly into  
49 trucks and dispose of it as contaminated material at LRI Landfill, located at 30919 Meridian  
50 Street East, Graham, WA, or other licensed and acceptable facility. A Waste Disposal  
51 Authorization (WDA) for the disposal facility will be supplied to the Contractor at the beginning of  
52 the Construction Activities. The Contractor shall follow all provisions of the WDA. The City of  
53 Tacoma will pay for all LRI disposal fees.

54  
55 **2-21.1(4) Submittals**

1 This paragraph lists submittals required for this project area. Other submittals will be as  
2 required.

- 3 1. **Health and Safety Plan** – Section 2-21.2(2).
- 4 2. **Resume of Site Health and Safety Officer** – Section 2-21.2(3).
- 5 3. **Manifest Package and Supporting Analytical Data** – Section 2-21.3(2)D
- 6 4. **Soil Management Plan** – Section 2-21.2(5)
- 7 5. **Contractor and/or Subcontractor Environmental Qualifications**

## 9 **2-21.2 Health and Safety**

10  
11 The Contractor shall be responsible for the health and safety conditions at the job site related to  
12 the regulated substances. This includes the health and safety of workers and public during work  
13 and non-working hours. The Contractor shall inform all workers and visitors of the potential for  
14 exposure to regulated materials. The Contractor shall follow regulatory procedures to prevent  
15 the release of contamination.

16  
17 Contaminated material excavated during the project is considered solid waste. The Contractor's  
18 Health and Safety Plan shall specify training requirements for the site, including 24, 48, or 80  
19 hour training OSHA training as referenced in WAC 296 843 20010, if applicable. The Contractor  
20 shall be responsible for all training costs as part of the Site Health and Safety Plan lump sum Bid  
21 item.

### 23 **2-21.2(1) Health and Safety Laws and Regulations**

24  
25 For all work conducted within the limits of this project site, the Contractor shall ensure  
26 compliance with all applicable health and safety provisions for hazardous waste operations,  
27 including requirements of the Federal Occupation Safety and Health Act of 1970 (OSHA) and all  
28 amendments, including 29 CFR Part 1910, WAC 296-843, as well as any other applicable  
29 regulations. Failure to be thoroughly familiar with applicable health and safety provisions shall  
30 not relieve the Contractor of the responsibility to fully comply with all laws and regulations.

### 32 **2-21.2(2) Site Health and Safety Plan**

33  
34 The Site Health and Safety Plan shall be prepared in accordance with WAC 173-340-810. The  
35 Contractor shall develop a written Site Health and Safety Plan to be used for the duration of the  
36 project. The plan shall incorporate all required city, county, state, and federal health and safety  
37 provisions. The plan shall be submitted to the City within ten (10) working days after execution  
38 of the contract. The Contractor is advised that the City will review the Site Health and Safety  
39 Plan, but the Contractor is solely responsible for ensuring that the Site Health and Safety Plan is  
40 implemented in accordance with the regulatory requirements. At least one copy of the plan shall  
41 be maintained at the work site. A properly qualified individual shall be assigned to serve as the  
42 Site Health and Safety Officer, authorized to supervise and enforce compliance with the plan.  
43 The Health and Safety Officer shall be responsible for monitoring the work area for health  
44 hazards including sampling of the air, soil, and water as required to ensure worker safety.  
45 All provisions of the Site Health and Safety Plan shall apply to the Contractor, Subcontractors,  
46 and all other visitors to the site. Approved Subcontractors may elect to develop a site-specific  
47 plan, but this shall not relieve the Contractor of the requirements and responsibilities described  
48 herein. The terms and provisions of a Subcontractor's site-specific plan shall meet or exceed the  
49 Contractor's plan and shall be submitted to the City or its agents prior to the Subcontractor  
50 commencing work.

51  
52 The Site Health and Safety Plan shall comply with all applicable regulations and shall include,  
53 but not be limited to:

- 1
- 2 1. A list of chemical hazards and physical hazards, allowable OSHA exposure
- 3 levels, threshold limit values, and all other regulatory exposure levels.
- 4 2. If 24, 48, or 80 hour training is required by the Site Health and Safety Plan, then
- 5 the Contractor shall provide a list of all persons, by work category/type, who will
- 6 be trained. Photocopies of the employee's training certificates shall be submitted
- 7 to the Contracting Agency.
- 8 3. Engineering controls, work practices, personnel and equipment decontamination
- 9 procedures, and types of personal protective equipment to be used. A list of
- 10 safety and monitoring equipment to be kept at the job site and its storage location.
- 11 A record of monitoring equipment calibration shall be maintained.
- 12 4. A list of required health and safety information to be documented.
- 13 5. An emergency evacuation plan for immediate removal to the nearest hospital or
- 14 doctor's care for any person who may be injured on the job site. It shall include
- 15 evacuation routes to medical treatment and emergency telephone numbers for
- 16 hospitals, ambulances, police and fire departments, poison control, and the City of
- 17 Tacoma.
- 18

19 In the event the Health and Safety Plan is determined by a regulatory agency to be inadequate to  
20 protect the employees and the public, then the Plan shall be modified by the Contractor at the  
21 Contractor's sole expense.

### 22 23 **2-21.2(3) Site Health and Safety Officer**

24  
25 The Contractor shall appoint a Site Health and Safety Officer for the project. The Health and  
26 Safety Officer must meet the requirements contained in 29 CFR Part 1910 and Chapter 296-62  
27 WAC and who is qualified by experience and training in hazardous waste operations in  
28 accordance with other applicable laws, regulations, and requirements of this Section. The Site  
29 Health and Safety Officer shall be qualified and authorized to monitor, supervise, and enforce  
30 safety compliance with the Site Health and Safety Plan. A resume of the Site Health and Safety  
31 Officer's qualifications shall be submitted to the City for review within five (5) working days of  
32 receiving the Notice to Proceed. The Site Health and Safety Officer shall be on site at all times  
33 when work operations involve excavation and trenching or at other times when the potential for  
34 encountering hazardous substances exists as identified as contaminated soil in the Plans and  
35 Section 2-17.

36  
37 The Contractor shall be solely responsible for identification and monitoring of air (gases), soil,  
38 dust, and groundwater with chemical constituents that could pose health and safety concerns to  
39 site personnel. The Contractor shall provide for the protection of safety and health of all workers  
40 and other authorized persons, including the City and its agents at the jobsite from exposure to  
41 potentially hazardous substances.

42  
43 The Contractor shall be solely responsible for ensuring that all necessary monitoring equipment,  
44 protective clothing, and other supplies and equipment up to the appropriate level of protection as  
45 defined by WISHA, OSHA, and other applicable guidelines are available to implement the plan.  
46 No work shall take place in areas where hazardous substances may potentially be present  
47 unless the Site Health and Safety Officer is present and monitoring site conditions.

48  
49 The Contractor, through the Site Health and Safety Officer, shall not permit any employee, in the  
50 performance of the Contract, to work under conditions which are hazardous to the employee.  
51 Should violations of the safety and health requirements be called to the Site Health and Safety  
52 Officer's attention by the City, its agent, or any authorized representative of a regulator agency,  
53 then the Contractor shall immediately correct the identified conditions.

1  
2 **2-21.2(4) Contractor Safety Equipment**  
3

4 The Contractor shall maintain, at the job site, first-aid and safety equipment applicable to the  
5 work as prescribed by the governing safety authorities. All required safety equipment shall be  
6 kept in fully operational condition for the duration of the contract.  
7

8 All personnel shall be trained in the use of the appropriate safety equipment that would be  
9 utilized during the course of their work. The Site Health and Safety Officer shall ascertain that  
10 the safety equipment is being used when appropriate and/or required.  
11

12 **2-21.2(5) Soil Management Plan**  
13

14 The Contractor shall submit a detailed plan for management of all excavated soils. The plan  
15 shall include excavation, loading, and transporting procedures, dust control procedures, and  
16 disposal of contaminated soils.  
17

18 **2-21.3 Construction Requirements**  
19

20 Construction activities at the site will generate excess soils and possible groundwater associated  
21 with the installation of underground utilities. The Contractor shall fully develop and implement a  
22 program in accordance with the Health and Safety Plan to ensure worker health and safety and  
23 to minimize disruption to construction due to site contamination.  
24

25 **2-21.3(1) Notification**  
26

27 The Contractor shall notify the Contracting Agency, in writing, at least ten (10) working days prior  
28 to the date that excavation operations are to begin and identify the limits of that excavation.  
29 Excavation and sampling shall not take place without a designated representative from the  
30 Contracting Agency on site.  
31

32 **2-21.3(2) Transportation**  
33

34 **2-21.3(2)A General**  
35

36 The Contractor shall provide all equipment, personnel, and materials necessary to load and  
37 transport waste materials, including contaminated soils and debris, for off-site treatment and/or  
38 disposal in accordance with federal, state, and local regulations. The City of Tacoma will pay for  
39 all LRI disposal fees. All other costs associated with the equipment, personnel, and materials  
40 necessary to load and transport waste material, including contaminated soils and debris shall be  
41 included in the force account Bid item for Excavation and Haul of Contaminated Materials  
42

43 **2-21.3(2)B Control of Waste Material**  
44

45 Vehicles used by the Contractor to transport waste materials shall be properly designed,  
46 equipped, and maintained to prevent the loss of materials during transport. The following  
47 requirements shall be met for all vehicles transporting waste materials from the site:  
48

- 49 1. No soil from the site shall adhere to the outside of the surface of the vehicle  
50 (including tires and undercarriage).  
51
- 52 2. No liquids shall be leaking or dripping from the vehicles.  
53

- 1                   3. Any and all waste materials shall be covered with tarpaulin or otherwise  
2                   completely enclosed to prevent loss of materials from the vehicle during transport.  
3

4 If leaking or dripping from transport vehicles occurs, the Contracting Agency may direct the  
5 Contractor to use liners or other means to prevent dripping and leaking. The Contractor shall  
6 implement such measures, as directed by the Contracting Agency, at the Contractor's sole  
7 expense.  
8

### 9 **2-21.3(2)C Street Sweeping**

10  
11 The Contractor shall sweep those streets within the project when truck traffic carries soil from the  
12 site into the street. Street sweeping shall be conducted in such a way as to not generate visible  
13 dust. Material collected from street sweeping shall be disposed of in a legal manner at an off-site  
14 location.  
15

### 16 **2-21.3(2)D Transportation and Shipping Requirements**

17  
18 The Contractor shall be responsible for obtaining permits and authorizations necessary to use  
19 the selected haul routes. The Contractor shall use United States DOT regulations, 49 CFR  
20 172.101 to identify proper shipping names for each hazardous material (including Dangerous  
21 Waste) to be shipped off site. Proper shipping names shall be submitted to the Contracting  
22 Agency in the form of draft shipping documents for review and comment.  
23

24 The Contractor shall ensure that each shipment of material sent off site is accompanied by the  
25 appropriate shipping documents. The Contractor shall prepare a bill of lading for each shipment  
26 of regulated material which does not require a hazardous waste manifest. The bill of lading shall  
27 satisfy the requirements of United States DOT regulations, 49 CFR 172 Subpart C and any  
28 applicable state or local law or regulation, and shall be submitted to the Contracting Agency for  
29 review. The Contractor shall be responsible for completing the shipping documents and  
30 obtaining the signatures of the Contracting Agency as needed.  
31

### 32 **2-21.3(3) Off-site Treatment and Disposal**

33  
34 The Contractor shall provide documentation of legal disposition including trip tickets and  
35 Certificates of Disposal.  
36

### 37 **2-21.4 Measurement**

38  
39 No specific measurement shall apply to the lump sum item of Site Health and Safety Plan, Site  
40 Health and Safety Officer, and Soil Management Plan.  
41

42 No specific measurement shall apply to the force account item for Excavation and Haul of  
43 Contaminated Materials.  
44

### 45 **2-21.5 Payment**

46  
47 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
48 included in the proposal:  
49

50 "Site Health and Safety Plan", per lump sum.  
51

52 "Site Health and Safety Officer", per lump sum.  
53



1 "Soil Management Plan", per lump sum.

2

3 Health and safety training, safety equipment and practices, dust control, efficiency losses to  
4 other Contract items caused by handling contaminated materials, and other Work required to  
5 comply with this specification not specifically identified in a Bid item shall be considered  
6 incidental to the work to comply with this Section and all costs therefore shall be included in the  
7 Contract prices for the payment items involved and included in the Proposal.

8

9 "Excavation and Haul of Contaminated Materials", per force account.

10

11

12

**END OF SECTION**

1 **DIVISION 3: AGGREGATE PRODUCTION AND ACCEPTANCE**

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

5  
6 **3-04.1 Description**

7 *The first and third paragraphs are deleted.*

8  
9 *The fourth paragraph is revised to read:*

10  
11 Nonstatistical evaluation will be used for the acceptance of aggregate materials. (remainder  
12 deleted)

13  
14 **3-04.3 Construction Requirements**

15  
16 **3-04.3(1) General**

17 *The first sentence is revised to read:*

18  
19 For the purpose of acceptance sampling and testing, all test results obtained for a material type  
20 will be evaluated collectively.

21  
22 **3-04.3(4) Testing Results**

23 *This section is replaced with the following:*

24  
25 The results of all acceptance testing will be provided by the City's Project Engineer within 3  
26 working days of testing.

27  
28 **3-04.3(6) Statistical Evaluation**

29 *This section is deleted*

30  
31  
32 **END OF SECTION**

1 **DIVISION 4: BASES**

2  
3 **4-04 BALLAST AND CRUSHED SURFACING**  
4 **(March 17, 2003 Tacoma GSP)**

5  
6 **4-04.5 Payment**

7 *This section is supplemented with the following:*

8  
9 All costs for labor, equipment, and materials required to furnish, place, and compact the crushed  
10 surfacing top course and base course for all asphalt concrete approaches and non-paved  
11 approaches shall be included in the unit Contract price for "Crushed Surfacing Top Course" or  
12 "Crushed Surfacing Base Course", per cubic yard and shall only apply to areas shown on the  
13 plans.

14  
15 **END OF SECTION**  
16

1 **DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS**

2  
3 **5-04 HOT MIX ASPHALT**

4  
5 **5-04.3 Construction Requirements**

6  
7 **5-04.3(3) Hot Mix Asphalt Pavers**  
8 **(June 16, 2016 Tacoma GSP)**

9 *The second paragraph is deleted.*

10  
11 **5-04.3(3) A Material Transfer Device/Vehicle**  
12 **(June 16, 2016 Tacoma GSP)**

13 *The first paragraph is revised to read:*

14  
15 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving areas are  
16 specified below. A MTD/V shall only be used according to this special provision for the following  
17 paving areas:

18  
19 None:

20  
21 **5-04.3(5)E Pavement Repair**  
22 **(June 16, 2016 Tacoma GSP)**

23 *This section is revised to read:*

24  
25 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration Policy  
26 found at [https://www.cityoftacoma.org/government/city\\_departments/public\\_works/right-of-way/](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way/)

27  
28 Pavement repair consists of asphalt concrete sawcut, removing asphalt concrete pavement,  
29 crushed surfacing and subgrade, and installing Construction Geotextile for Separation, placing  
30 crushed surfacing top course over the Construction Geotextile, and HMA in accordance with the  
31 Contract or as directed by the Engineer.

32  
33 Pavement repair excavation may also be performed by the use of a milling machine of a type  
34 that has operated successfully on work comparable with that to be done under the Contract and  
35 shall be approved by the Engineer prior to use. If a milling machine is used for excavation, the  
36 excavation shall be as directed by the Engineer.

37  
38 In all types of excavation, after the removal of the asphalt, the base material will be evaluated by  
39 the Engineer to determine if it is suitable. If the base is determined not to be suitable, the  
40 Contractor shall remove the base material and restore the sub-grade in accordance with Section  
41 2-06 and the Plans, regardless of the method used for excavation.

42  
43 Estimated plan quantities for pavement repair are approximate and are provided for bidding  
44 purposes only. The actual dimensions to be used will be verified by the Engineer at the time of  
45 construction. Contrary to Section 1-04.6, no changes to the unit prices for id for various items will  
46 be permitted due to any increase or decrease in the amount of pavement repair.

47  
48 Payment for pavement repair shall be by the unit Bid prices according to the Contract for all  
49 materials, labor, and equipment required to complete the pavement repair. Items not included in  
50 the Proposal shall be paid for according to Section 1-04.1(2).

51  
52 **5-04.3(7)A Mix Design**

1  
2 **5-04.3(7)A1 General**  
3 **(June 16, 2016 Tacoma GSP)**

4 *This section is supplemented with the following:*

5  
6 The Contractor shall determine anti-strip requirements for HMA and provide laboratory 25 test  
7 data for anti-stripping.

8  
9 The Contractor shall provide a mix design based upon 3 million ESALs.

10  
11 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

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

13  
14 **5-04.3(7)A2 Nonstatistical Evaluation**  
15 **(January 16, 2014 APWA GSP)**

16  
17 Mix designs for HMA accepted by Nonstatistical Evaluation shall:

- 18  
19 • Be submitted to the Project Engineer on WSDOT Form 350-042  
20 1. Have the aggregate structure and asphalt binder content determined in accordance with  
21 WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-  
22 03.8(2) and 9-03.8(6).  
23 • Have anti-strip requirements, if any, for the proposed mix design determined in  
24 accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate  
25 source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs  
26 utilized that include RAP will be completed without the inclusion of the RAP.

27  
28 At or prior to the preconstruction meeting, the Contractor shall provide one of the following mix  
29 design verification certifications for Contracting Agency review;

- 30  
31 • The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within  
32 one year of the approval date  
33 2. The proposed HMA mix design submittal (Form 350-042) with the seal and certification  
34 (stamp & signature) of a valid licensed Washington State Professional Engineer.  
35 • The proposed mix design by a qualified City or County laboratory mix design report that is  
36 within one year of the approval date.

37  
38 The mix design will be performed by a lab accredited by a national authority such as Laboratory  
39 Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials  
40 Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall  
41 supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

42  
43 At the discretion of the Engineer, agencies may accept mix designs verified beyond the one-year  
44 verification period with a certification from the Contractor that the materials and sources are the  
45 same as those shown on the original mix design.

46  
47 **5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture**

48  
49 **5-04.3(8)A1 General**  
50 **(January 16, 2014 APWA GSP)**

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

52  
53 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

1  
2 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the  
3 Contract documents.

4  
5 The mix design will be the initial JMF for the class of HMA. The Contractor may request a  
6 change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer  
7 and must be made in accordance with Section 9-03.8(7).

8  
9 Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the  
10 following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, pre-  
11 level, and pavement repair. Other nonstructural applications of HMA accepted by commercial  
12 evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted  
13 by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be  
14 accepted by a Contractor certificate of compliance letter stating the material meets the HMA  
15 requirements defined in the Contract.

16  
17 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**  
18 **(January 16, 2014 APWA GSP)**

19 *Section 5-04.3(8)A4 is supplemented with the following:*

20  
21 For HMA in a structural application, sampling and testing for total project quantities less than 400  
22 tons is at the discretion of the engineer. For HMA used in a structural application and with a total  
23 project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test  
24 shall be performed:

- 25  
26 i. If test results are found to be within specification requirements, additional testing will  
27 be at the engineer's discretion.  
28 ii. If test results are found not to be within specification requirements, additional testing  
29 as needed to determine a CPF shall be performed.

30  
31 **5-04.3(8)A5 Test Results**  
32 **(January 16, 2014 APWA GSP)**

33 *The first paragraph of this section is deleted.*

34  
35 **5-04.3(8)A6 Test Methods**  
36 **(June 16, 2016 Tacoma GSP)**

37  
38 *This section is revised to read:*

39  
40 Testing of HMA for compliance of Va will be at the option of the Contracting Agency, and will be  
41 by WSDOT Standard Operating Procedure (SOP) 731. Testing for compliance of asphalt binder  
42 content will be by FOP for AASHTO T 308. Testing for compliance of gradation will be by FOP for  
43 WAQTC T 27/T 11, WSDOT Materials Manual.

44  
45 **5-04.3(10) Compaction**

46  
47 **5-04.3(10)B1 General**  
48 **(June 16, 2016 Tacoma GSP)**

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

50  
51 The specified level of density attained will be determined by the non-statistical evaluation of  
52 nuclear density tests taken on the day the mix is placed (after completion of the finish rolling).

1 *The sixth paragraph and subsequent table are deleted.*

2

3 *This section is supplemented with the following:*

4

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

13

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

18

19 At the start of paving, if requested by the Contractor, a compaction test section shall be  
20 constructed as directed by the Engineer to determine the compactibility of the mix design.  
21 Compactibility shall be based on the ability of the mix to attain the specified minimum density (91  
22 percent of the maximum density determined by WSDOT FOP for AASHTO T 729). Following  
23 determination of compactibility, the Contractor is responsible for the control of the compaction  
24 effort. If the Contractor does not request a test section, the mix will be considered compactible.

25

26 HMA for pre-leveling shall be compacted to the satisfaction of the Engineer.

27

28 **5-04.3(10)B2 Cyclic Density**  
29 **(June 16, 2016 Tacoma GSP)**

30 *This section is deleted.*

31

32 **5-04.3(10)B4 Test Results**  
33 **(June 16, 2016 Tacoma GSP)**

34 *The first paragraph is revised to read:*

35

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

38

39 **5-04.3(17) Paving Under Traffic**  
40 **(June 16, 2016 Tacoma GSP)**

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

42

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

44

45 **5-04.3(20) Anti Stripping Additive**  
46 **(June 16, 2016 Tacoma GSP)**

47 *This section is revised to read as follows:*

48

49 The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to shipment to the  
50 asphalt mixing plant. The Contractor shall submit the anti-stripping additive type and amount as  
51 designated in the WSDOT mix design/anti-strip evaluation report. The Contractor shall submit the  
52 anti-stripping additive amount and the manufacturer's certification, together with the HMA mix

1 design submittal in accordance with Section 5-04.3(7)A. Paving shall not begin before the anti-  
2 stripping additive submittal is approved by the Engineer.

3  
4 **5-04.4 Measurement**  
5 **(June 16, 2016 Tacoma GSP)**

6 *The first paragraph is revised to read:*

7  
8 HMA Cl. ½ in. PG64-22 will be measured by the ton in accordance with Section 1-09.2, with no  
9 deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping  
10 additive, or any other component of the mixture; and the measurement shall include asphalt  
11 wedge curbs and thickened edges in accordance with the Plans or as directed by the Engineer. If  
12 the Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the material  
13 removed will not be measured.

14  
15 *The second paragraph is revised to read:*

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

19  
20 **5-04.5 Payment**  
21 **(June 16, 2016 Tacoma GSP)**

22  
23 *Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price Adjustment” are*  
24 *deleted.*

25  
26 *The following pay items for HMA are revised to read:*

27  
28 “HMA Cl. ½ IN PG58H-22”, per ton.

29  
30 The unit Contract price per ton for “HMA Cl. ½ IN PG58H-22” shall be full payment for all costs  
31 incurred to carry out the requirements of Section 5- 04, including coring and testing, and shall  
32 include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and  
33 connection to existing drains in accordance with the Contract. Any costs that are already  
34 included in other Bid items in the Proposal shall not be included in the unit Contract prices per  
35 ton for these HMA Bid items.

36  
37 “Cold Plant Mix for Temporary Pavement Patch”, per ton.

38  
39 The unit Contract price for “Cold Plant Mix for Temporary Pavement Patch” shall be full pay for all  
40 labor, equipment, and materials required to furnish and install; maintain; and remove and dispose  
41 of the temporary patch.

42  
43 Temporary pavement patches placed between October 1<sup>st</sup> and March 31<sup>st</sup> shall be HMA Cl. ½”  
44 PG 58H-22.

45  
46 **5-04.5(1) Quality Assurance Price Adjustments**

47 *This section is deleted.*  
48



1 **5-05 CEMENT CONCRETE PAVEMENT**  
2 **(June 16, 2016 Tacoma GSP)**

3  
4 **5-05.1 Description**

5 *This section is supplemented with the following:*

6  
7 All concrete pavement restoration shall be performed in accordance with the City of Tacoma's  
8 Right-of-Way Restoration Policy.

9  
10 **5-05.3 Construction Requirements**

11  
12 **5-05.3(1) Concrete Mix Design for Paving**

13 *The sixth paragraph is supplemented with the following:*

14  
15 The submittal for the concrete mix design shall provide the following data: the date, the amount  
16 of materials (i.e., cement, sand, aggregates, water), the type and amount of each admixture, and  
17 the designated 28-day compressive strength specific to the mix design being submitted. The  
18 design compressive strength shall be a minimum of 4,000 psi.

19  
20 **5-05.3(4) Measuring and Batching Materials**

21  
22 **5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

23 *This section is supplemented with the following:*

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

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

28  
29 **5-05.3(8) Joints**

30 *The second paragraph is revised to read:*

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

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

40  
41 **5-05.3(10) Tie Bars and Corrosion Resistant Dowel Bars**

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

43  
44 The tie bar holes shall be clean before grouting.

45  
46 **5-05.3(11) Finishing**

47 *The third paragraph is revised to read:*

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

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*The fourth paragraph is revised to read:*

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

*The seventh paragraph is revised to read:*

**Test Panel:**

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

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

*The eighth through tenth paragraphs are deleted*

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

*This section is supplemented with the following:*

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

- Engineer shall be notified at least 24 hours prior to placement of concrete.
- 3. The contractor must submit a “Cold Weather Work Plan” for approval of concrete pavement in cold temperatures. The “Cold Weather Work Plan” must address safety precautions taken and education given relating to the project.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- 4. 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.

**5-05.3(22) Repair of Defective Pavement Slabs**

*This section is supplemented with the following:*

All repairs of defective pavement slabs shall be performed in accordance with the City of Tacoma’s Right-of-Way Restoration Policy.

**5-05.4 Measurement**

*This section is revised to read:*

1 Measurement for cement concrete pavement and concrete base pavement shall be by the  
2 square yard for the pavement completed and accepted according to Section 5-05 and the Plans,  
3 including the area underneath curbs. No deduction will be made for castings in pavement.  
4

5 Cement Concrete Pavement for Pavement Patches will be measured by the square yard.  
6

7 Epoxy-Coated Tie Bars with Drill Hole that are drilled into existing cement concrete pavement will  
8 be measured per each tie bar installed according to the Plans and Section 5-05.  
9

10 Dowel Bar Retrofit shall be measured per each retrofitted dowel bar installed into an existing  
11 concrete pavement edge according to the Plans and Section 5-05.  
12

### 13 **5-05.5 Payment**

14 *This section is revised to read:*  
15

16 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
17 included in the proposal:  
18

19 "Cement Conc. Pavement", per square yard.  
20

21 The unit Contract price per square yard for "Cement Conc. Pavement" shall be full payment for  
22 all costs incurred to carry out the requirements of Section 5-05 and the Plans, and shall include  
23 furnishing and installing epoxy coated dowel bars and tie bars except as specified for "Dowel  
24 Bar Retrofit" and "Epoxy-Coated Tie Bar with Drill Hole" in this section.  
25

26 Tie bars that are drilled into existing cement concrete pavement that is not constructed under the  
27 Contract will be paid for under the item "Epoxy-Coated Tie Bar with Drill Hole" when included in  
28 the Proposal.  
29  
30  
31

**END OF SECTION**

1 **DIVISION 6: STRUCTURES**

2  
3 **6-02 CONCRETE STRUCTURES**  
4 **(February 16, 2011 Tacoma GSP)**

5  
6 **6-02.3 Construction Requirements**

7  
8 **6-02.3(2) Proportioning Materials**

9  
10 **6-02.3(2)B Commercial Concrete**

11 *This section is supplemented with the following:*

12  
13 Where concrete Class 3000 is specified for driveways, the Contractor may use Standard  
14 Concrete as specified in City of Tacoma Standard Plan No. SU-07.

15  
16 **6-02.3(4) Ready Mix Concrete**

17 *This first paragraph is revised to read.*

18  
19 All concrete shall be batched in a prequalified manual, semi-automatic, or automatic plant as  
20 described in Section 6-02.3(4)A.

21  
22  
23 **END OF SECTION**

1 **DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY**  
2 **SEWERS, WATER MAINS, AND CONDUITS**

3  
4 **7-02 CULVERTS**  
5 **(April 1, 2012 Tacoma GSP)**

6  
7 **7-02.2 Materials**

8 *This section is supplemented with the following:*

9  
10 All culvert pipe shall have a smooth interior wall.

11

1 **7-04 STORM SEWERS**  
2 **(March 17, 2003 Tacoma GSP)**  
3 *This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*  
4

1 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**  
2 **(March 23, 2010 Tacoma GSP)**  
3

4 **7-05.1 Description**

5 *This section is supplemented with the following:*  
6

7 All references to sanitary sewers shall be construed to also mean storm sewers.  
8

9 **7-05.3 Construction Requirements**

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

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

19 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

20 *This section is revised to read:*  
21

22 **7-05.3(1) Adjusting Utility Structures to Grade**

23  
24 Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted  
25 to grade as staked or as otherwise designated by the Engineer.  
26

27 The materials and methods of construction shall conform to the requirements specified in Section  
28 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the requirements of  
29 the standard plan for the specific structure.  
30

31 **7-05.5 Payment**  
32

33 "Adjust Existing Utility Lid to Grade", per each  
34

35 The unit Contract price per each for "Adjust Existing Utility Lid to Grade" shall be full pay for all  
36 costs associated with the adjusting the valve chamber to finished grade, including but not limited  
37 to, excavating, furnish and place backfill, compacting, surfacing, and restoration. If existing utility  
38 must be replaced to match grade, cost for replacing utility is incidental to this bid item.  
39  
40

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**  
2 **(March 23, 2010 Tacoma GSP)**

3  
4 **7-07.3 Construction Requirements**

5 *Item three of paragraph two is revised to read:*

- 6  
7 3. If sediment and water from structures does not meet the conditions described in 1 or 2  
8 above, the Contractor shall collect and dispose of all water used and all debris generated  
9 in clearing operations. No Cleaning water or debris shall be flushed downstream beyond  
10 the limits of the work.  
11



1 The Standard Specifications are supplemented with the following:

2  
3 **7-20 TRENCH DRAIN**

4  
5 **7-20.1 Description**

6  
7 This work consists of construction trench drain in accordance with the Plans and these  
8 specifications. Construction involves the following components:

- 9  
10 A. System requirements: Provide a trench drain system with an ADA compliant frame and grate  
11 and cast-in-place concrete trench as shown on the plans.  
12  
13 B. Gratings shall comply with the load requirements of AASHTO or DIN/EN loading  
14 specifications as required by the Engineer. Gratings shall comply with City of Tacoma  
15 accessibility requirements and national ADA standards.  
16  
17 C. Integral frames which extend onto the concrete slab shall include consolidation vent ports  
18 which help minimize air entrapment under the frame when proper vibration techniques are  
19 used.  
20  
21 D. Frames which extend onto the concrete slab shall include anchoring studs which secure the  
22 frame into the surrounding concrete. Anchoring studs shall be a minimum of 0.5 in (6 mm) in  
23 diameter, and shall extend at least 3 in (75 mm) from the frame. The anchor studs shall be  
24 spaced 24 in (610 mm) or less along the length of the grate.  
25  
26 E. Installation chairs which support the channels and help resist system floating during concrete  
27 placement shall be utilized as supplied by the manufacturer. Chairs also allow for system  
28 adjustment and alignment prior to concrete placement.  
29  
30 F. Polymer concrete systems shall include a continuous anchoring rib at the base of each side  
31 of the channels to help resist floating during concrete placement.  
32  
33 G. All piping interface connections shall be compatible with PVC or ABS adhesive.  
34  
35 H. Fiberglass systems shall either include surface veil or gel coat on the media bearing surface  
36 with a UV inhibitor package.

37  
38 **7-20.2 Classification**

39  
40 Trench drains shall be provided by the contractor and the following information shall be  
41 submitted to the Engineer:

- 42  
43 A. Product Data: Submit product data and installation instructions including manufacturer's data  
44 sheets for specified products.  
45  
46 B. Product Drawings: Submit shop drawings showing layout, profiles and product components,  
47 including anchorage, accessories, finish colors, patterns and textures.  
48  
49 C. Quality Assurance Submittals: Upon request, submit the following:  
50 1. Test Reports: Certified test reports showing compliance with specified performance  
51 characteristics and physical properties. Reports shall be stamped by a licensed  
52 Professional Engineer.  
53

- 1           2. Certificates: Product certificates signed by manufacturer certifying materials comply  
2           with specified performance characteristics and criteria and physical requirements.

3  
4 D. Manufacturer and Contractor Warranty Documents: Upon request.  
5

### 6 **7-20.3 Construction Requirements**

7  
8 Construction of the trench drain shall meet the following specifications:  
9

#### 10 **Site Preparation:**

11  
12 A. Surface Preparation: Ensure ground conditions are suitable. Poor site conditions require  
13 engineering advice.  
14

15 B. Reinforcement: All reinforcement shall be in compliance with Concrete Reinforcing Steel  
16 Institute, as shown on the site drawings, and shall be firmly held in place during concrete  
17 placement.  
18

19 C. The slab shall be designed to hold any applicable holds and shall be built with an appropriate  
20 factor of safety.  
21

#### 22 **Installation:**

23  
24 A. Install precast trench drain per manufacturer installation instructions at locations indicated on  
25 the site drawings.  
26

27 B. Expansion, Construction, and Control Joints: Site plans shall include the location of all  
28 concrete joints. The system shall not be used as an expansion, construction, or control joint  
29 in the direction of flow. Expansion, construction, and control joints oriented transverse to the  
30 direction of flow shall cross the system at a channel joint.  
31

32 C. Precast Trench Drain System Installation: Ensure channels are surrounded on all sides by  
33 concrete of minimum 3000 psi (20,684 kPa) compressive strength. Check relevant  
34 installation section drawings for minimum suggested dimensions required.  
35

36 D. Concrete Edge: Concrete shall be screeded and finished flush to the top surface of the  
37 trench drain system. No secondary edge-finishing tools shall be used.  
38

39 E. Site Tolerances: ½-inch lateral, ¼-inch vertical, maintaining all required ADA slope and  
40 distance thresholds.  
41

42 F. Related Products Installation: Refer to other sections in Related Sections paragraph herein for  
43 related products installation.  
44

### 45 **7-20.4 Measurement**

46  
47 The measurement of trench drains shall be measured per linear foot.  
48

### 49 **7-20.5 Payment**

50  
51 Payment will be made for each of the following Bid items that are included in the proposal, and  
52 shall be full compensation for all Work associated with these items:  
53

1 "Trench Drain", per Linear Foot

2

3 The unit Contract price for "Trench Drain" shall be full payment for all labor, materials, and  
4 equipment necessary to install the proposed trench drain, grate, frame, and associated curb  
5 cut(s).

6

7

8

**END OF SECTION**

1 **DIVISION 8: MISCELLANEOUS CONSTRUCTION**

2  
3 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**  
4 **(March 17, 2016 Tacoma GSP)**

5  
6 **8-01.1 Description**

7 *This section is supplemented with the following:*

8  
9 The City of Tacoma Stormwater Management Manual is available on the City’s website.

10  
11 The City of Tacoma has been issued a Washington State Department of Ecology NPDES  
12 Construction Stormwater General Permit for this project. This Work also consists of  
13 administration and compliance with the requirements of this permit for this project. A copy of this  
14 permit is included in Appendix A of these Special Provisions.

15  
16 **8-01.3 Construction Requirements**

17  
18 **8-01.3(1) General**

19 *This section is supplemented with the following:*

20  
21 The Contractor shall perform all work in compliance with the NPDES Construction Stormwater  
22 General Permit issued for this project.

23  
24 The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed and  
25 terminated upon completion of the project per the following:

- 26  
27 1. The City will provide the Contractor with a Transfer of Coverage form prior to issuing a  
28 Notice to Proceed.  
29 2. The Contractor shall sign and return the Transfer of Coverage form to the City.  
30 3. The City will process the transfer and pay any associated transfer fees to the  
31 Washington State Department of Ecology.  
32 4. Once the transfer is complete and a Notice to Proceed has been issued, the  
33 Contractor is responsible for performing all work in compliance with the permit and the  
34 plans and specifications.  
35 5. The Contractor shall pay any renewal fees if the need for permit renewal is caused by  
36 contractor, otherwise the City will pay all renewal fees.  
37 6. Upon Physical Completion of the Work, the Contractor shall submit a Notice of  
38 Termination to the Washington State Department of Ecology and provide the City  
39 documentation that the termination is effective.

40  
41 **8-01.3(1)A Submittals**

42 *This section is revised to read:*

43  
44 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control (TESC) Plan  
45 and Stormwater Pollution Prevention Plan (SWPPP) Report. The Contractor shall include an  
46 implementation schedule for the TESC Plan and SWPPP and incorporate this implementation  
47 schedule into the Contractor’s progress report. The SWPPP and implementation schedule shall  
48 be submitted in accordance with 1-05.3 and 1-08.3.

49  
50 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed and  
51 approved by the Project Engineer before implementation. The Contractor shall allow 5 working

1 days for the Project Engineer to review any original or revised TESC Plans or SWPPP reports.  
2 Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the  
3 Contractor for any Work delays.

4  
5 The SWPPP is considered a “living” document that shall be revised to account for additional  
6 erosion control/pollution prevention BMPs as they become necessary and are implemented in  
7 the field during project construction. A copy of the most current SWPPP and TESC plans shall  
8 remain on-site at all times and an additional copy shall be forwarded to the Engineer. At the  
9 Contractor’s preference, revisions to the SWPPP and TESC Plan may be forwarded to the  
10 Engineer rather than submitting a complete document. Revision to the SWPPP and TESC Plan  
11 may be kept on-site in a file along with the original SWPPP document.

12  
13 The contractor shall provide Stormwater Pollution Prevention Plan inspection reports or forms  
14 per 8-01.3(1)B to the Project Engineer no later than the end of the next working day following the  
15 inspection.

16  
17 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

18 *This section is revised to read:*

19  
20 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact  
21 information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan  
22 (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The  
23 ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment  
24 Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and  
25 Sediment Control (CPESC) certificate from a course approved by the Washington State  
26 Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List  
27 required under Section 1-05.13(1).

28  
29 The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP and  
30 as shown on the TESC plan. Implementation shall include, but is not limited to the following:

- 31  
32
- 33 1. Installing and maintaining all temporary erosion and sediment control Best  
34 Management Practices (BMPs) included in the SWPPP and as shown on the TESC  
35 plan. Damaged or inadequate BMPs shall be corrected as needed to assure  
36 continued performance of their intended function in accordance with BMP  
37 specifications and Permit requirements.
  - 38 2. Performing monitoring as required by the NPDES Construction Stormwater General  
39 Permit.
  - 40 3. Inspecting all on-site erosion and sediment control BMPs at least once every calendar  
41 week and within 24 hours of any discharge from the site. A SWPPP Inspection report  
42 or form shall be prepared for each inspection and shall be included in the SWPPP file.  
43 A copy of each SWPPP Inspection report or form shall be submitted to the Engineer  
44 no later than the end of the next working day following the inspection. The report or  
45 form shall include, but not be limited to the following:
    - 46 a. When, where, and how BMPs were installed, maintained, modified, and  
47 removed.
    - 48 b. Observations of BMP effectiveness and proper placement.
    - 49 c. Recommendations for improving future BMP performance with upgraded or  
replacement BMPs when inspections reveal SWPPP inadequacies.

- 1 d. Approximate amount of precipitation since last inspection and when last  
2 inspection was performed.
- 3 4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the  
4 following:
- 5 a. SWPPP Inspection Reports or Forms.  
6 b. SWPPP narrative.  
7 c. National Pollutant Discharge Elimination System Construction Stormwater  
8 General Permit (Notice of Intent).  
9 d. All documentation and correspondence related to the NPDES Construction  
10 Stormwater General Permit.  
11 e. Other applicable permits.

12  
13 Upon request, the file shall be provided to the Engineer for review.

14  
15 **8-01.3(2) Seeding, Fertilizing, and Mulching**  
16 *The following sections are deleted in their entirety:*

- 17  
18 8-01.3(2)A1 Seeding  
19 8-01.3(2)B Seeding and Fertilizing  
20 8-01.3(2)D Mulching  
21 8-01.3(2)E Trackifiers

22  
23 **8-01.3(8) Street Cleaning**  
24 *The third paragraph is revised to read:*

25  
26 Street washing with water shall not be permitted.

27  
28 **8-01.3 Construction Requirements**

29  
30 **8-01.3(9)D Inlet Protection**  
31 *Replace the third paragraph of this section with the following:*

32  
33 When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an  
34 internal device or 1/3 the height of the external device (or less when so specified by the  
35 manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and  
36 disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

37  
38 *The section is supplemented with the following:*

39  
40 Only bag-type filters are allowed for use in the public right of way.

41  
42 **8-01.3(10) Wattles**  
43 *The fifth and sixth sentences are revised to read:*

44  
45 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils, in  
46 high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or 1/2 to 2/3 the  
47 thickness of the wattle.

48  
49 **8-01.4 Measurement**  
50 *This section is supplemented with the following:*

51

1 No specific unit of measurement shall apply to the lump sum item “Stormwater Pollution  
2 Prevention Plan (SWPPP)”.

3  
4 No specific unit of measurement shall apply to the lump sum item “NPDES Construction General  
5 Permit”.

6  
7 *Add the following new sections:*

8 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

9  
10 When the bid Proposal contains the item “Erosion/Water Pollution Control”, there will be no  
11 measurement of unit items for Work defined by Section 8-01.4 except as described in Section 8-  
12 01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4 35 and 8-01.5 are  
13 deleted.

14  
15 **8-01.5 Payment**

16 *This section is supplemented with the following:*

17  
18 Where removal of erosion control BMPs is directed by the Engineer according to 8- 01.3(16) or  
19 according to these specification and the plans, removal shall be included in the lump sum or unit  
20 cost for these respective BMPs.

21  
22 “NPDES Construction Stormwater General Permit”, per lump sum. The lump sum contract price  
23 for “NPDES Construction Stormwater General Permit” shall be full pay for all costs, including but  
24 not limited to, transfer of coverage, sampling, monitoring, reporting, coordinating, inspecting,  
25 materials and labor, and all fees and any other expenses necessary to fully comply with the  
26 requirements of the Permit up to and including termination of the Permit and completion of the  
27 Work. The lump sum price shall also include all costs necessary to supply the City of Tacoma  
28 with all information as necessary to ensure compliance with the permit.

29  
30 “Erosion Control and Water Pollution Prevention”, per lump sum.

31  
32 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum.

33  
34 The lump sum contract price for “SWPPP” shall be full pay for all costs associated with  
35 maintaining the proposed temporary erosion control BMPs as noted on the plans. The lump sum  
36 price shall also include all costs necessary to supply the City of Tacoma with all information  
37 necessary to ensure compliance with City standards.  
38

1 **8-02 ROADSIDE RESTORATION**  
2 **(March 31, 2014 Tacoma GSP)**

3  
4 **8-02.1 Description**

5 *The first paragraph of Section 8-02.1 is revised to read:*

6  
7 This work shall consist of installing tree protection and soil amendment per details on drawings,  
8 furnishing and placing topsoil, mulch, seeding, and planting, decorative gravel, container plants,  
9 balled and burlapped plants, controlling weeds and pests, fertilizing, and performing plant  
10 establishment activities, in accordance with these Specifications and as shown in the Plans or as  
11 directed by the Project Engineer.

12  
13 Soil quality BMP L613 applies to the project. If a conflict occurs between these Special  
14 Provisions and BMP L613, BMP L613 shall govern.

15  
16 *The fourth list item is deleted.*

17  
18 **8-02.2 Materials**

19 *The following list is revised to read:*

20  
21 Materials shall meet the requirements of the following sections:

22	Soil Mix 1	9-14.1(1)
23	Fertilizer	9-14.3
24	Mulch and Amendments	9-14.4 and as shown on the plans
25	Erosion Control Blanket	9-14.5
26	Plant Materials	9-14.6 and as shown on the plans
27	Stakes, Guys, and Wrapping	9-14.7
28	Irrigation Water	9-24.2
29	Root Barrier	9-14.8 and as shown on the plans
30	Decorative Gravel – Size shall be 3/8-inch clean washed, naturally occurring angular	
31	aggregates. Color: “Chinook Brown”; colors shall be an even	
32	distribution of sienna, light tan, amber with tints of rust to match	
33	control sample.	
34	Geotextile will be placed between decorative gravel and underlying soil.	
35	Tree Watering Bag System	9-14.10
36	Tree Protection	as shown on the plans
37	Seeding	8-02.3(16)

38  
39 **8-02.3 Construction Requirements**

40 *This section is supplemented with the following:*

41  
42 All grades shall be maintained in the areas to be planted in a true and even condition. The  
43 contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades  
44 have not been established, the areas shall be finish graded and all surfaces left in an even and  
45 compacted condition. The finished grade shall be such that after planting, the grade shall be  
46 flush with adjoining surfaces; positive drainage shall also be maintained.

47  
48 **8-02.3(4) Topsoil**

49 *The first paragraph is deleted and replaced with the following:*

50  
51 Imported Soil Mix 1 shall be spread evenly over all tree pits to a depth of 36 inches. Subgrade  
52 shall be scarified to a depth of 1 foot and all rocks in excess of 1 inch removed prior to topsoil  
53 placement. The Contractor shall not proceed with topsoil operations until the scarified subgrades



1 have been accepted/approved by the Project Engineer. After the topsoil has been spread, all  
2 large clods, hard lumps, rocks 1/2 inch in diameter and larger, and litter shall be raked up,  
3 removed, and disposed of by the Contractor. Refer to Soil Mix a per 9-14.1(1).  
4

5 Imported topsoil for planting and lawn areas shall be installed as described in City of Tacoma  
6 Standard Plan No. GSI-01d and as shown on the plans. GSI-01d is for BMP L613, Post  
7 Construction Soil Quality and Depth, and this best management practice is required for all  
8 disturbed areas that will be pervious under proposed conditions. Required seeding is included as  
9 incidental to all topsoil. Refer to section 8-02.3(10) for fertilization requirements. Refer to Soil  
10 Amendments per 8-02.3(6).  
11

12 *The second paragraph is deleted.*  
13

14 **8-02.3(4)A Topsoil Type - Soil Mix 1**

15 *This section is replaced in its entirety with the following:*  
16

17 Soil Mix 1 shall meet the requirements of Section 9.14.1(1).  
18

19 **8-02.3(4)B Topsoil Type B**

20 *This section is deleted.*  
21

22 **8-02.3(4)C Topsoil Type C**

23 *This section is deleted.*  
24

25 **8-02.3(5) Planting Area Preparation**

26 *The third paragraph is revised to read:*  
27

28 The areas shall be brought to a uniform finished grade, 3 inches below walks, curbs, junction,  
29 valve boxes, and catch basins, or the specified depth of mulch, unless otherwise specified. All  
30 excess material and debris, stumps, and rocks larger than 1 inch shall be removed and disposed  
31 of off the project site or as approved by the Project Engineer.  
32

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

35 All grades shall be maintained in the areas to be planted in a true and even condition. The  
36 contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades  
37 have not been established, the areas shall be finish graded and all surfaces left in an even and  
38 compacted condition. The finished grade shall be such that, after planting, the grade shall be  
39 flush with adjoining surfaces; positive drainage shall also be maintained.  
40

41 **8-02.3(6) Soil Amendments**

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

44 Recycled/compost material in accordance with Section 9-14.4(8) shall be blended with the  
45 specified topsoil at a 1/1 ratio by volume.  
46

47 BMP L613, Post Construction Soil Quality and Depth is required for all disturbed areas that will  
48 be pervious under proposed conditions. All improvements associated with BMP L613, as shown  
49 on the plans and City of Tacoma Standard Plan No. GSI-01d, are incidental to Soil Amendments.  
50 This includes all planting and lawn area mulch, seeding and fertilization, topsoil, and scarified  
51 subsoil.  
52

53 **8-02.3(7) Layout of Planting**

1 *The third, fourth, and fifth paragraphs are deleted.*

2  
3 **8-02.3(8) Planting**

4 *Item 1 is deleted, and Item 2 of the second paragraph is revised to read:*

5  
6 Planting Operations:

- 7
- 8 • Spring Planting: April 1 – July 15
- 9 5. Fall Planting: October 1 – November 15

10  
11 **8-02.3(9) Pruning, Staking, Guying and Wrapping**

12 *This section is supplemented with the following:*

13  
14 Crossed or rubbing branches shall be removed, provided the natural shape of the tree is  
15 preserved. Under no circumstances shall pruning be done prior to inspection and approval of  
16 plants by the Engineer. All cuts shall be made flush with the parent stem, leaving no stubs.  
17 Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by  
18 callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

19  
20 Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth  
21 unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in diameter shall  
22 be treated with an approved tree wound dressing. All pruning shall produce a clean cut without  
23 bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

24  
25 Evergreens shall not be pruned, except to remove injured branches. The use of pole shears  
26 and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All  
27 trimmings and other debris left over from the planting operations shall be collected and disposed  
28 of off the site.

29  
30 All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or  
31 cables.

32  
33 All deciduous and evergreen trees shall be staked the same day of planting.

34  
35 All street trees shall be provided with a trunk free of branching 6 to 7 feet from root flare.

36  
37 All Pruning, Staking, Guying and Wrapping is incidental to Roadside Cleanup in 2-01.

38  
39 **8-02.3(10) Fertilizers**

40 *This section is supplemented with the following:*

41  
42 Fertilizer shall be supplied and applied in the form and rates indicated below:

43

Type of Fertilizer	Application Rate
Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.	1 lb./1,000 square feet of actual nitrogen, 4 percent phosphorous, and 2 percent potassium by weight at the rate recommended by the topsoil analysis.
Granular or pelleted slow-release fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium.	Slow-release fertilizer consisting of 50 percent water-insoluble nitrogen,

	phosphorus, and potassium at the rate recommended by the topsoil analysis.
--	--

1  
2 Fertilizer shall be incidental to Soil Amendments per 8-02.3(6).

3  
4 **8-02.3(11) Bark or Wood Chip Mulch**

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

6  
7 Mulch shall be feathered to plant material trunks, stems, canes, or root collars, and level with the  
8 top of junction and valve boxes, curbs, and pavement edges.

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

11  
12 Bark or wood chip mulch in accordance with Section 9-14.4(3) shall be applied to a depth of  
13 3 inches at the location indicated on the Plans or as directed by the Engineer.

14  
15 Bark or wood chip mulch shall be incidental to Soil Amendments per 8-02.3(6).

16  
17 **8-02.3(13) Plant Establishment**

18 *This section is revised to read:*

19  
20 The Contractor shall maintain the planting areas and all plants planted within the project limits  
21 during the one-year warranty period that extends beyond physical completion of the project until  
22 Contract Completion. Continued maintenance throughout this one-year warranty period must  
23 ensure the resumption and continued growth of the planted material until Contract Completion.

24  
25 Maintenance shall include, but not be limited to, labor and materials necessary for removal of  
26 foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement  
27 of all unsatisfactory plant material planted under the contract.

28  
29 Planting dates for replacement plant material will be approved by the Engineer.

30  
31 The Contractor shall meet with the Engineer for the purpose of joint inspection of the project  
32 once installation has been completed and thereafter on a periodic "as needed" basis as  
33 determined by the Engineer, until the physical completion date of the contract. Contractor is  
34 responsible for maintaining, and replacing if deemed necessary by the Engineer or other City  
35 official, all planting areas during the one-year warranty period that extends beyond physical  
36 completion until Contract Completion.

37  
38 All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-day  
39 period immediately following the inspection. Failure to comply with corrective steps as outlined  
40 by the Engineer shall constitute justification of the Contracting Agency to take corrective steps  
41 and to deduct all costs thereof from any monies due the Contractor.

42  
43 The Contractor shall replace all plants stolen or damaged by the acts of others until the physical  
44 completion date of the contract.

45  
46 Plant Establishment shall be incidental to Plant Selection per 8-02.3(8).

47  
48 **8-02.3(14) Plant Replacement**

49 *This section is revised to read:*

1 The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and  
2 materials warranty for all planted material. The warranty shall cause the Contractor to remove  
3 and replace all rejected plant material during the warranty period. The warranty period shall  
4 begin at the date of physical completion of the contract and end one calendar year from that  
5 date.

6  
7 The Contractor shall be responsible for growing or providing enough plants for replacement of all  
8 plant material rejected during the warranty period. All rejected plant material shall be replaced at  
9 dates approved by the Engineer.

10  
11 All replacement plants shall be of the same species and quality as the plants they replace.  
12 Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant  
13 material under nursery conditions for an additional year to serve as replacement plants.

14  
15 Replacement plants will be subject to the original warranty provision as stated above.

16  
17 Plant Replacement shall be incidental to Plant Selection per 8-02.3(8).

18  
19 **8-02.3(15) Live Fascines**

20 *This section is deleted.*

21  
22 **8-02.3(16) Lawn Installation**

23  
24 All Lawn Installation shall be incidental to Soil Amendments per 8-02.3(6).

25  
26 **8-02.3(16)A Lawn Installation**

27 *The second paragraph is revised to read:*

28  
29 All seeding areas shall be seeded with the following mix:

30  
31

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties)	45
Dwarf Perennial Rye (Barclay)	30
Red Fescue	20
Colonial Bentgrass	5

32  
33 Low-Growing Turf Seed Mix per the City of Tacoma Surface Water Design Manual, Volume 2,  
34 Chapter 3, Section 3.1.8, BMP C 120, Table 2-3. The rate of application shall be per seed  
35 supplier recommendation of BMP C 120. All seeding shall be applied via hydroseed.

36  
37 *The third paragraph is supplemented with the following:*

38  
39 Where no irrigation system is to be installed, the lawn shall be placed during the following period  
40 only:

41  
42 March 1 – June 30  
43 September 1 – October 25  
44

45 *The fifth paragraph is supplemented with the following:*

46  
47 Topsoil shall be placed to a depth of 6 inches. Subsoils shall be scarified to a minimum depth of  
48 6 inches. See City of Tacoma BMP L613 Option 4.

1  
2 *The sixth paragraph is supplemented with the following:*

3  
4 On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

5  
6 **8-02.3(16)B Lawn Establishment**

7 *This section is supplemented with the following:*

8  
9 Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

10  
11 *Section 8-02.3 is supplemented with the following:*

12  
13 **8-02.3(17) Root Barrier**

14 Provide and install “Root Barrier” as detailed and as shown in Plans. “Root Barrier” shall be as  
15 specified in Section 9-14.9 Root Barrier of these Special Provisions.

16  
17 **8-02.3(18) Tree Watering Bag System**

18 Provide and install “Tree Watering Bag System” where indicated on the plans, per  
19 manufacturer’s recommendations. “Tree Watering Bag System” shall be as specified in Section  
20 9-14.10 Tree Watering Bag System of these Special Provisions.

21  
22 **8-02.3(19) Decorative Gravel**

23  
24 The Contractor shall place 3-inch depth of decorative gravel in the individual tree wells, as  
25 described in the Plans.

26  
27 **8-02.3(20) Submittals**

28  
29 Contractor to submit samples of the following for Engineer’s approval:

- 30  
31 • Decorative gravel sample.  
32 6. Provide topsoil soil analysis.

33  
34 **8-02.4 Measurement**

35 *The first paragraph is revised to read:*

36  
37 Soil Mix 1 and Decorative Gravel will be measured by the cubic yard in the haul conveyance at  
38 the point of delivery. Soil Amendment will be measured by the square yard and shall include all  
39 soil amendment required to satisfy City of Tacoma Standard Plan No. GSI-01d and BMP L613,  
40 Post Construction Soil Quality and Depth.

41  
42 *This section is supplemented with the following:*

43  
44 Irrigation water used to establish vegetation will be considered included in the cost of plants.

45  
46 “Tree Root Barrier” shall be measured per linear foot installed.

47  
48 “Tree Watering Bag System” shall be measured per each installed tree watering bag.

49  
50 **8-02.5 Payment**

51 *The pay item for “Topsoil Type \_\_\_\_” is revised to read:*

52  
53 “Soil Mix 1”, per cubic yard as described in 9-14.1.

1  
2 The unit Contract price per cubic yard for "Soil Mix 1" shall be full payment for all costs for the  
3 specified Work including, but not limited to, excavation and removal of existing soils.  
4  
5 *The pay item for "Plant Selection" is revised to read:*  
6  
7 All Plant Selection items shall include Plant Establishment and Plant Replacement.  
8  
9 "Plant Selection Tree", per each.  
10  
11 Payment for "Plant Selection Tree" shall be full pay for all materials, labor, tools, equipment, and  
12 supplies necessary for weed control within planting areas, planting area preparation, mitigation  
13 area planting, fine grading, procurement of trees, planting, cultivating, watering, and clean-up for  
14 the particular items called for in the Plans and Specification for the duration of the Contract. A  
15 one (1) year plant warranty shall be included in the unit contract price. Thus, plant establishment  
16 shall be included in the Contract price per each for the duration of the warranty and the Contract,  
17 whichever is the longer duration.  
18  
19 *The seventh, eighth, and ninth paragraph pertaining to partial payment are deleted.*  
20  
21 *The pay item for "\_\_\_ Compost" is revised to read:*  
22  
23 All required Compost shall be integral to "Soil Amendment".  
24  
25 *The pay item for "Fertilizer" is revised to read:*  
26  
27 All required Fertilizer shall be integral to "Plant Selection" and "Soil Amendment" as applicable.  
28  
29 *The pay item for "Weed and Pest Control" is revised to read:*  
30  
31 All required Weed and Pest Control shall be integral to "Plant Selection" and "Soil Amendment"  
32 as applicable.  
33  
34 *The pay app for "Soil Amendment" is revised to read:*  
35  
36 "Soil Amendment", per square yard.  
37  
38 The unit Contract price per square yard for "Soil Amendment" shall be full pay for furnishing and  
39 incorporating the soil amendments into the existing soil as required per City of Tacoma Standard  
40 Plan No. GSI-01d as shown on the plans. This includes all required preparation, mulch, seeding  
41 and fertilizer, planting and turf topsoil, and scarified existing subsoil in planting and lawn areas.  
42  
43 *The pay app for "Bark or Wood Chip Mulch" is revised to read:*  
44  
45 All required Bark or Wood Chip Mulch shall be integral to "Soil Amendment".  
46  
47 *The pay app for "Water" is revised to read:*  
48  
49 All required Water shall be integral to "Plant Selection Tree" and "Soil Amendment".  
50  
51 *The pay app for "Seeded Lawn Installation", "Sod Installation", and "Lawn Mowing" is revised to*  
52 *read:*  
53

1 All required Seeded Lawn Installation, Sod Installation, and Lawn Mowing shall be integral to  
2 "Soil Amendment" in proposed lawn areas as shown on the plans.

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

5  
6 "Tree Root Barrier", per linear foot.

7  
8 The unit Contract price per linear foot for "Tree Root Barrier" shall be full compensation  
9 necessary or incidental to procuring and installing Root Barrier as called for on the Plans.

10  
11 "Tree Watering Bag System", per each.

12  
13 The unit Contract price per each for "Tree Watering Bag System" shall be full compensation  
14 necessary or incidental to procuring and installing Tree Watering Bag System as called for on the  
15 Plans.

16  
17 "Decorative Gravel", per cubic yard.

18  
19 The unit Contract price per cubic yard for "Decorative Gravel" shall include separation fabric as  
20 required by the plans and shall be full compensation necessary or incidental for procuring and  
21 installing Decorative Gravel as called for on the Plans.

22  
23 "Tree Protection", per linear foot.

24  
25 The unit Contract price per each for "Tree Protection" shall be full compensation necessary or  
26 incidental for procuring and installing Tree Protection for Construction (City of Tacoma Standard  
27 Plans LS-08 and LS-09), Tree Protection Fencing for Trees in Paved Areas (City of Tacoma  
28 Standard Plan LS-10), and Reusable Tree Protection Fencing for Paved Areas (City of Tacoma  
29 Standard Plan LS-11) as called for on the Plans. Refer to "Certified Arborist Assessment Report  
30 Compliance" within Section 2-01 for payment of additional tree protect work not shown on the  
31 plans, required as directed by the Certified Arborist or as directed by the Engineer.  
32

1 **8-03 IRRIGATION SYSTEM**  
2 **(March 1, 2004 Tacoma GSP)**

3  
4 **8-03.3 Construction Requirements**

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

6  
7 All electrical work from the electrical source to the controller junction box must be completed by a  
8 licensed electrical contractor.

9  
10 **8-03.3(5) Installation**

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

12  
13 Final position of turf heads shall be level or 1/2 inch below finished grade measured from the top  
14 of the sprinkler.

15  
16 *The fourth paragraph is revised to read:*

17  
18 Final position of valve boxes, capped sleeves, and quick coupler valves shall be level with the  
19 finished grade or mulch.

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

22  
23 The Contractor shall advise the Engineer at least 24 hours before pressure tests are to be  
24 conducted.

25  
26 A zone diagram shall be posted in the controller to facilitate the selection of the valves to be  
27 operated.

28  
29 **8-03.5 Payment**

30  
31 "Irrigation System", lump sum.

32 *This first sentence of this section is revised to read:*

33  
34 All costs for furnishing, **trenching, backfill**, installing, and operating the irrigation system as  
35 detailed in the Plans shall be included in the lump sum price for the complete irrigation system,  
36 **not including Work to be performed by Tacoma Water as shown on the plans. The**  
37 **Contractor shall provide necessary staking for Tacoma Water as part of this lump sum.**  
38 **Contractor shall furnish and install meter box. This Bid item includes all coordination with**  
39 **Tacoma Water required to complete the Work.**

40  
41 *This section is supplemented with the following:*

42  
43 All costs associated with work performed by Tacoma Water including connections to the City of  
44 Tacoma water main, furnishing, installing, trenching, backfill, and required resurfacing associated  
45 with the proposed irrigation service connections to the existing main will be paid by City of  
46 Tacoma.

47  
48 All costs associated with alterations to the existing public and/or private irrigation systems as  
49 shown on the plans and as determined in the field by the City Inspector must be included in the  
50 lump sum price for complete irrigation system.

51



1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**  
2 **(March 1, 2004 Tacoma GSP)**

3  
4 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

5 *The first paragraph is revised to read:*

6  
7 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air  
8 entrained concrete Class 3000 conforming to the requirements of Section 6-02.

9  
10 Note that there is a moratorium on the Martin Luther King Jr Way roadway which does not allow  
11 for any cuts into the existing asphalt roadway. All curb removal within the existing Martin Luther  
12 King Jr Way roadway must protect the existing asphalt without damaging the roadway. Cuts into  
13 Martin Luther King Jr Way to install forms for the proposed curb will not be allowed.

14  
15 *Section 8-04.3 Construction Requirements is supplemented with the following:*

16  
17 **8-04.3(6) Cold Weather Work**

18  
19 The following additional requirements for placing concrete shall be in effect from November 1 to  
20 April 1:

- 21
- 22 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
  - 23 7. The contractor must submit a "Cold Weather Work Plan" for approval of concrete  
24 pavement in cold temperatures.
  - 25 • All concrete placement shall be completed no later than 2:00 p.m. each day.
  - 26 8. Where forms have been placed and the subgrade has been subjected to frost, no  
27 concrete shall be placed until the ground is completely thawed. At that time, the forms  
28 shall be adjusted and subgrade repaired as determined by the Engineer.
- 29

30 **8-04.5 Payment**

31 *This section is supplemented with the following:*

32  
33 "Cement Conc. Traffic Curb and Gutter (4")", per linear foot.

34  
35 Payment for "Cement Conc. Traffic Curb and Gutter (4")" shall be full pay for all materials, labor,  
36 tools, equipment, and supplies necessary for the installation of Cement Concrete Traffic Curb &  
37 Gutter per City of Tacoma Standard Plan No. SU-03. Height of proposed curb is noted on plans.

38  
39 "Cement Conc. Pedestrian Curb", per linear foot.

40  
41 Payment for "Cement Conc. Pedestrian Curb" shall be full pay for all materials, labor, tools,  
42 equipment, and supplies necessary for the installation of Cement Concrete Pedestrian Curb per  
43 City of Tacoma Standard Plan No. SU-03A.

44  
45 "Cement Conc. Traffic Curb", per linear foot.

46  
47 Payment for "Cement Conc. Traffic Curb" shall be full pay for all materials, labor, tools,  
48 equipment, and supplies necessary for the installation of Cement Concrete Traffic Curb per City  
49 of Tacoma Standard Plan No. SU-03A.

50  
51 "Extruded Curb", per linear foot.

52

- 1 Payment for "Extruded Curb" shall be full pay for all materials, labor, tools, equipment, and
- 2 supplies necessary for the installation of Extruded Curb per WSDOT Standard Plan F-10.42-00.

1 **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**  
2 **(March 3, 2008 Tacoma GSP)**

3  
4 **8-06.3 Construction Requirements**

5 *The first paragraph is revised to read:*

6  
7 Cement concrete driveway approaches shall be constructed with air entrained concrete Class  
8 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement  
9 conforming to the requirements of Section 5-05, per the complete City of Tacoma SU-07 plan  
10 series, and as shown on the Plans.

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

13  
14 **8-06.3(1) Cold Weather Work**

15  
16 The following additional requirements for placing concrete shall be in effect from November 1 to  
17 April 1:

- 18  
19 • The Engineer shall be notified at least 24 hours prior to placement of concrete.  
20 9. All concrete placement shall be completed no later than 2:00 p.m. each day.  
21 • Where forms have been placed and the subgrade has been subjected to frost, no  
22 concrete shall be placed until the ground is completely thawed. At that time, the forms  
23 shall be adjusted and subgrade repaired as determined by the Engineer.

24  
25 **8-06.5 Payment**

26 *The third paragraph is revised to read:*

27  
28 Excavation required for the construction of the driveway entrance shall be paid for under the unit  
29 contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise,  
30 the Contractor shall include all costs associated with excavating, including haul and disposal,  
31 regardless of the depth in the unit contract price for "Cement Conc. Driveway Entrance Type 1".  
32

1 **8-13 MONUMENT CASES**

2 (\*\*\*)

3  
4 *This section is revised to read:*

5  
6 **8-13.1 Description**

7  
8 This work shall consist of constructing monuments in accordance with the Standard Plan and  
9 these Specifications, and the required land surveying services by a Professional Land Surveyor,  
10 registered in the State of Washington.

11  
12 All existing monument cases that are intact shall be removed and sent to the City of Tacoma  
13 Field Survey Office.

14  
15 **8-13.2 Materials**

16  
17 Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix'  
18 bag concrete shall not be used.

19  
20 Bronze markers will be supplied by the Contracting Agency.

21  
22 **8-13.3 Construction Requirements**

23  
24 The Contractor shall construct the poured monument in accordance with the City of Tacoma  
25 Standard Plan SU-01. The brass marker position shall be staked by the Contracting Agency. The  
26 brass marker shall be engraved with the PLS number of the Professional Land Surveyor staking  
27 and verifying the monument location.

28  
29 **8-13.4 Measurement**

30  
31 Measurement of the poured monument will be per each.

32  
33 **8-13.5 Payment**

34  
35 Payment will be made in accordance with Section 1-04.1.

36  
37 "Poured Monument", per each.

38  
39 The unit contract price per each for "Poured Monument" shall be full pay for all labor, equipment,  
40 and materials required to furnish and install the monument, including the removal of existing  
41 monuments and necessary pavement removal to accommodate the installation in accordance  
42 with the standard plan and specification.

43  
44 **8-14 CEMENT CONCRETE SIDEWALKS**  
45 **(March 23, 2010 Tacoma GSP)**

46  
47 **8-14.3 Construction Requirements**

48  
49 **8-14.3(3) Placing and Finishing Concrete**

50 *The fourth paragraph is revised to read:*

51  
52 Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have  
53 the truncated dome shape shown in the Standard Plans.

1  
2 **8-14.3(4) Curing**

3 *The second sentence is revised to read:*

4  
5 Curing shall be in accordance with Section 5-05.3(13).

6  
7 *Section 8-14.3 is supplemented with the following:*

8  
9 **8-14.3(20) Cold Weather Work**

10  
11 The following additional requirements for placing concrete shall be in effect from November 1 to  
12 April 1:

- 13  
14 • The Engineer shall be notified at least 24 hours prior to placement of concrete.  
15 10. The contractor must submit a "Cold Weather Work Plan" for approval of concrete  
16 pavement in cold temperatures.  
17 • All concrete placement shall be completed no later than 2:00 p.m. each day.  
18 11. Where forms have been placed and the subgrade has been subjected to frost, no  
19 concrete shall be placed until the ground is completely thawed. At that time, the forms  
20 shall be adjusted and subgrade repaired as determined by the Engineer.

21  
22 **8-14.3(21) Thickened Edge for Sidewalk**

23  
24 Thickened edge shall be constructed in accordance with the standard plan.

25  
26 **8-14.4 Measurement**

27 *This section is supplemented with the following:*

28  
29 Measurement of the Welcome Mats shall be per square foot.

30  
31 **8-14.5 Payment**

32 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

33  
34 All additional costs related to the construction of thickened edges shall be included in the unit  
35 contract cost for "Cement Conc. Sidewalk".

36  
37 *The sixth paragraph is revised to read:*

38  
39 Excavation required for the construction of the sidewalk shall be paid for under the unit contract  
40 price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the  
41 Contractor shall include all costs associated with excavating, including haul and disposal,  
42 regardless of the depth in the unit contract price for "Cement Conc. Sidewalk" and/or "Cement  
43 Conc. Curb Ramp"

44  
45 "Welcome Mat", per square feet.

46  
47 The unit Contract price per square yard for "Welcome Mat" shall be full payment for all costs  
48 incurred to install the full thickness of the base pavement per the plans and all other  
49 appurtenances such as steel dowels, concrete slab, and mortar bed as required to install the  
50 furnishing per the details on the plans. Unit pavers associated with the proposed Welcome Mats  
51 shall be paid under the Unit Pavers item in section 8-33.

1 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION**  
2 **SYSTEMS, AND ELECTRICAL**  
3 **(December 12, 2023 Tacoma GSP)**

4  
5 **8-20.1(3) Permitting and Inspections**

6 *The third paragraph is revised to read:*

7  
8 All new services require a Tacoma Public Utilities Permit and inspection by Tacoma Power. All  
9 work on the load side of the service will be inspected by the Signal and Streetlight Shop  
10 Inspector.

11  
12 **8-20.2 Materials**

13 *This section is supplemented with the following:*

14  
15 The Contractor shall warranty all electrical and mechanical equipment described in this section  
16 for satisfactory in service operation for one year following project acceptance. Warranty shall  
17 include troubleshooting, labor, materials and all other costs to bring the equipment to a  
18 satisfactory level of service. Normal maintenance is not included in the warranty.

19  
20 **8-20.2(1) Equipment List and Drawings**

21 *This section is revised to read:*

22  
23 Within 20 days following execution of the Contract, the Contractor shall submit to  
24 the Engineer a completed "Request for Approval of Material" that describes the material  
25 proposed for use to fulfill the Plans and Specifications.

26  
27 The Contractor shall submit Type 2 Working Drawings consisting of supplemental data, sample  
28 articles, or both, of the material proposed for use. Supplemental  
29 data includes such items as catalog cuts, product Specifications, shop drawings, wiring  
30 diagrams, etc.

31  
32 The Contractor shall submit Type 2 Working Drawings consisting of the following information for  
33 each different type of luminaire required on the Contract:

- 34  
35 1. Isocandela diagrams showing vertical light distribution, vertical control limits, and  
36 lateral light distribution classification.  
37 2. Details showing the lamp socket positions with respect to lamp and refractor for each  
38 light distribution type. This requires that the Contracting Agency know what the light  
39 pattern available are and the light distribution.

40  
41 Additional submittals for proposed alternate LED Roadway Luminaires shall be in conformance  
42 with section 9-29.10.

43  
44 The Contractor shall submit for approval Type 3E Working Drawings in accordance with Section  
45 1-05.3 for each type of light standard and each type of signal standard called for on this project.

46  
47 The Engineer's acceptance of any submitted documentation shall in no way relieve the  
48 Contractor from compliance with the safety and performance requirements as specified herein.

49  
50 Submittals required shall include but not be limited to the following:

- 51  
52 1. A Type 2 Working Drawing consisting of a material staging plan, should the  
53 Contractor propose Contracting Agency-owned property for staging areas.

2. A Type 2 Working Drawing consisting of a cable vault installation plan showing the exact proposed installation location by Roadway station, offset and the scheduled sequence for each cable vault installation.
3. A Type 2E Working Drawing consisting of a pit plan, for each boring pit, depicting the protection of traffic and pedestrians, pit dimensions, shoring, bracing, struts, walers, sheet piles, conduit skids, and means of attachment, casing type, and casing size.
4. A Type 2E Working Drawing consisting of a boring plan depicting the boring system and entire support system.

### **8-20.3 Construction Requirements**

#### **8-20.3(1) General**

*This section is supplemented with the following:*

The Contractor shall call 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.

Work shall be sequenced such that after the new signal is placed in operation, the Contractor shall remove any equipment not required for the operation of the new signal. The Contractor shall remove the old vehicle and pedestrian signal heads immediately after the new system is operational.

For new or modified signals, the contractor shall provide a Portable Changeable Message Sign in each direction and operate the PCMS or static signs for a minimum of two weeks and a maximum of one month after activating the new or modified signal. This work shall be paid for in accordance with Section 1-10.

The following existing and temporary equipment shall be deconstructed/removed by the Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A South Orchard Street. Care shall be exercised in removing and salvaging the equipment. Any equipment damaged during removal, hauling, and stockpiling shall be repaired or replaced by the Contractor at no expense to the City.

- All signal heads and mounting hardware
- Flashing beacons and flasher control panel
- Steel poles, mast arms, and hardware
- Aluminum poles, mast arms, and hardware
- Controller cabinets and all internal hardware and wiring
- Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware
- All Opticom equipment or other preemption and priority equipment.
- LED luminaries, LED retrofit kits, and LED lamps
- Ornamental/Decorative fixtures and poles/posts
- Pedestrian signals, poles, and pushbuttons.
- Signs, brackets, and hardware
- Locking junction box security lids, security bolts, and all other wire theft deterrent security hardware

All other equipment shall be removed of and disposed of by the Contractor, including but not limited to the following:

- Wood poles
- All wiring outside of the controller cabinet

- Loops
- Non-LED cobra-head fixtures

#### **8-20.3(4) Foundations**

*This section is supplemented with the following:*

Breakaway Base Connection brackets for pedestrian pushbutton poles (Type PPB) shall be installed with the flanges parallel to the traveled way, as shown on WSDOT standard plan J-20.15-03.

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three threads shall remain between bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material unless otherwise approved by the Engineer. Vacuum excavation should be used where there is a possibility of conflict with utilities or other facilities.

Forming the foundation with galvanized culvert pipe or similar forming methods will only be allowed when soil conditions or other factors make this method of construction necessary and is approved by the Engineer. Biodegradable forming tubes shall be fully removed from the cured concrete prior to backfilling. When using culvert or tubes, the following backfill requirements will apply. The area between the form and undisturbed material shall be filled with CDF. For lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the Engineer.

#### **8-20.3(5) Conduit**

##### **8-20.3(5)A General**

*This section is supplemented with the following:*

Unless otherwise specified in the plans and specifications, standard conduit sizes shall be as follows:

- Underground Streetlight Conduit: 2 inch diameter
- Pole Riser Service Installations: 1-1/2 inch diameter
- Traffic Signal Conduit: 3 inch diameter
- Traffic Signal Communication: 3 inch diameter
- All other conduit: 2 inch diameter, unless otherwise specified.

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. Location wire, in conformance with 9-29.3(2)A3, green insulated, No. 8 AWG copper minimum and Pull Tape, in conformance with 9-29.1(10), shall be installed in all empty conduits. Minimum three (3) feet of slack of the location wire and pull tape shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-04, Details A and B.

##### **8-20.3(5)B Conduit Type**

*This section is supplemented with the following:*

Conduit under driveways and other vehicular access ways shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC)



1 Conduit installed in a joint trench, with power, and that is installed a minimum of 36-inches from  
2 finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC. This allowance shall  
3 not be construed to permit the use of dissimilar materials in a single run.

4  
5 Pole riser conduit material types shall be in accordance with applicable City of Tacoma standard  
6 plans.

7  
8 **8-20.3(5)D Conduit Placement**

9 *This Section is supplemented with the following:*

10  
11 Conduit terminating in pole foundations shall extend to 3 inches below the pole handhole.

12  
13 Conduit terminating in controller foundations shall terminate 3 inches above the foundation.

14  
15 **8-20.3(5)E1 Open Trenching**

16 *Subsection 5 is revised to read:*

- 17  
18 5. Trenches located within the paved roadway shall be backfilled with 3 inches of sand over  
19 the conduit, followed by material meeting the requirements of Section 9-03.12(3).  
20 Compaction shall be in conformance with Section 2-09.3(1)E. All street cuts shall be  
21 repaired in accordance with the City of Tacoma standard plans.

22  
23 *This section is supplemented with the following new Subsections:*

- 24  
25 7. Where multiple conduit are installed in the same trench, the trench shall be of sufficient  
26 width to accommodate all conduit, with a minimum 3-inch separation between each  
27 conduit, and a minimum clearance of 1-inch on the sides of the trench. When conduit is  
28 laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with  
29 one another. When conduit is laid vertically in the same trench, conduit spacers shall be  
30 used to maintain the 3-inch separation. Spacers shall be installed in accordance with the  
31 manufacturer's recommendations for conduit of that size and type. Additional spacers  
32 shall be required where the supported conduit is sagging more than 20% of the nominal  
33 diameter of the conduit.
- 34 8. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at twelve  
35 (12) inches below final grade.

36  
37 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**

38 *This section is supplemented with the following:*

39  
40 Unless otherwise specified in the plans, or as otherwise directed by the engineer, all junction  
41 boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of junction boxes,  
42 which cause junction boxes to be installed within an intersection radius and within four feet of the  
43 curb face may be required to be Heavy-Duty. Final placement and type of all junction boxes  
44 within an intersection shall be as directed by the Engineer.

45  
46 Adjacent junction boxes shall be separated by a minimum of three-inches.

47  
48 Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes  
49 except as otherwise provided for below. Concrete shall be flush with the top of the junction box  
50 and the adjacent improvements. Concrete shall be cast in place. Junction boxes shall be  
51 secured with the concrete border (per City of Tacoma Standard Plan TS-08) as follows:

- 1 1. When the junction box is located within a concrete or asphalt section and is located a  
2 minimum of 12-inches from the edge of the section, a concrete border will not be  
3 required.
- 4 2. Where junction boxes are located within 12-inches from the edge of the concrete or  
5 asphalt section, the junction box shall be secured on all sides with a minimum 12-inch wide,  
6 6-inch deep concrete section. Concrete shall be finished in the same manner as the  
7 adjacent concrete where applicable.
- 8 3. Where junction boxes are located within a planter strip, a landscaped area, or other non-  
9 hardened surface, the junction box shall be bordered on all sides with a minimum 6-inch  
10 wide, 12-inch deep concrete section flush with the top of the junction box.

11  
12 When setting a new junction box on an existing streetlight circuit where no equipment ground is  
13 present, a non-conductive junction box and lid shall be utilized.

14  
15 All junction box lids for illumination systems shall be welded in place using two, 1-1/2 inch long  
16 welds on opposite corners of the junction box lid and frame. Welding shall occur after inspection  
17 and testing of the illumination system and confirmation from the Engineer. An Illumination System  
18 may consist of a separate illumination service or circuit.

#### 19 20 **8-20.3(8)A Splices**

21  
22 *The second and third paragraph are deleted.*

23  
24 *The fifth paragraph is revised to read:*

25  
26 Splices and taps on underground and overhead circuits shall be made with solderless crimp  
27 connectors, installed with an approved tool designed for the purpose, to securely join the wires  
28 both mechanically and electrically. Splices and taps will be sealed in accordance with this  
29 section.

30  
31 *The seventh paragraph is revised to read:*

32  
33 Aerial illumination splices shall be taped with thermoplastic electrical insulating tape equivalent to  
34 the original wire insulation rating and thickness. It shall be well lapped over the original  
35 insulation.

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

38  
39 All splices in junction boxes and handholes shall be taped and sealed with an electrical coating.  
40 Tape splice insulation shall consist of thermoplastic electrical insulating tape equivalent to the  
41 original wire insulation rating and thickness. It shall be well lapped over the original insulation  
42 and moisture resistant electrical coating shall be applied and allowed to dry. Two layers of  
43 thermoplastic tape will then be applied, followed by a second layer of moisture resistant electrical  
44 coating.

#### 45 46 **8-20.3(9) Bonding, Grounding**

47 *The third paragraph shall be supplemented with the following:*

48  
49 Equipment grounding shall be minimum #8 AWG unless otherwise shown in the plans. When the  
50 ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be  
51 acceptable for marking the ground.

#### 52 53 **8-20.3(13) Illumination Systems**

1  
2 **8-20.3(13)A Light Standards**

3 *The sixth, seventh, and eighth paragraphs (regarding pole identification numbers) are deleted.*

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

6  
7 Conventional Base installation shall conform to the following:

8  
9 The light standards shall be assembled and mounted complete on foundations perfectly straight  
10 and in good alignment. Proper leveling of the standards shall be accomplished by means of four  
11 leveling nuts that are to be employed with the anchor bolts. Standards shall be plumb within  
12 1/50-inch per foot.

13  
14 Luminaires shall be securely attached to the mast arm in a straight and level position. The  
15 luminaires shall be installed at a specified number of degrees from level if directed by the  
16 Engineer. After the poles are plumbed, grout shall be neatly placed between the pole base and  
17 the concrete. The Contractor shall install a 3/8-inch diameter plastic drain tube in the grout. The  
18 nuts and bolts required for this foundation shall be furnished by the Contractor.

19  
20 All above grade signal and streetlight infrastructure, including streetlight standards, traffic signal  
21 poles, pushbutton poles, cabinets, and enclosures, shall not be installed closer than three (3)  
22 feet from face of curb to the nearest part of the pole or structure and no closer than five (5) feet  
23 from fire hydrants and utility poles.

24  
25 **8-20.3(13)C Luminaires**

26 *This section is supplemented with the following:*

27  
28 All luminaires supplied by the project shall be identified with a green "H-1" label on the bottom of  
29 the luminaire. H-1 labels can be obtained at the Signal and Streetlight shop or through the  
30 Signal and Streetlight Inspector.

31  
32 **8-20.3(17)B "As Built" Plans**

33 *This section is supplemented with the following:*

34  
35 These drawings shall show the routing of all underground conduits. The locations of the conduit  
36 shall be dimensioned with a precision and accuracy of 1 foot.

37  
38 **8-20.4 Measurement**

39  
40 When a bid item is shown as "lump sum" in the proposal, no specific unit of measurement will  
41 apply, but measurement will be for the sum total of all items for a complete system to be  
42 furnished and installed in accordance with approved methods, the Plans, and the Special  
43 Provisions, and these Specifications. Removal, relocation and salvage of existing traffic signal  
44 and illumination equipment and signs where required shall be incidental to the lump sum items  
45 and no separate measurement will be made.

46  
47 Junction Boxes will be measure per each replaced junction box regardless of the type specified  
48 use, unless the junction box is included in an illumination system, traffic signal system, intelligent  
49 transportation system, or other type of electrical system lump sum Bid item.

50  
51 **8-20.5 Payment**

52 *This section is supplemented with the following:*

1 "Illumination System Modifications", lump sum.

2  
3 The lump sum Contract price for "Illumination System Modifications" shall be full pay for the  
4 construction of the complete electrical system, modifying existing systems, or both, as described  
5 and as show in the Plans, and herein specified, including excavation, backfilling, concrete  
6 foundations, conduit, wiring, restoring facilities destroyed or damaged during construction,  
7 salvaging existing materials, and for making all required tests. All additional materials and labor,  
8 not shown in the Plans or called for herein and which are required to complete the electrical  
9 system, shall be included in the lump sum Contract price. (The system may include: luminaire  
10 poles, luminaire bracket arms, LED luminaires, electrical service enclosures).

11  
12 "Install Junction Box", per each.

13  
14 The unit Contract price per each for "Install Junction Box" shall be full pay for all work to remove  
15 the existing junction box if necessary, replacing or new placement of the junction box with a  
16 specified type as directed by the Engineer. The costs for this work shall include all handling,  
17 hauling, disposing, furnishing, excavation and placing the junction box. Any work to restore  
18 facilities, such as but not limited to: providing conduit, rerouting conduit, pulling wire, splicing,  
19 reconnection the system and testing the system as directed by the Engineer shall be included in  
20 this bid time. All work associated with disconnecting and abandoning the existing asbestos  
21 cement encased cable are also included in this bid item; for removal of existing asbestos cement  
22 encased cable refer to Section 2-02.

23  
24 **8-21 PERMANENT SIGNING**

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

26  
27 **8-21.5 Payment**

28 *This section is supplemented with the following:*

29  
30 "Permanent Signing", per each.

31  
32 **8-22 PAVEMENT MARKING**

33 **(January 19, 2017 Tacoma GSP)**

34  
35 **8-22.1 Description**

36 *This section is supplemented with the following:*

37  
38 **8" White Stripe**

39  
40 Thermoplastic 8-inch wide white longitudinal pavement markings at bike corral locations as  
41 shown on the Plans. This product shall be a durable, color stable, non-slip surfaces. Refer to 8-  
42 37 for Bike Corral 8" white stripe marking requirements. All pavement markings associated with  
43 the proposed Bike Corrals shall be integral to the Bike Corral bid item.

44  
45 **Thermoplastic Bike Marking**

46  
47 Thermoplastic bike markings are proposed at bike corral locations as shown on the Plans. This  
48 product shall be a durable, color stable, non-slip surface. Refer to 8-37 for Bike Corral  
49 thermoplastic bicyclist marking requirements. All pavement markings associated with the  
50 proposed Bike Corrals shall be integral to the Bike Corral bid item.

1 **8-22.2 Materials**

2 *The first sentence of this Section is revised to read:*

3  
4 Material for pavement markings shall be plastic as noted in the Bid item meeting the  
5 requirements of Section 9-34 and City of Tacoma pavement marking requirements.

6  
7 *This Section is supplemented with the following:*

8  
9 All “Thermoplastic Bike Markings” shall be a Performed retro-reflective thermoplastic pavement  
10 marking material incorporating a pre-applied bead coating that can be adhered to asphalt,  
11 concrete and Portland Cement Concrete pavements by means of heat fusion. The applied  
12 markings shall be very durable, oil and grease impervious, and provide immediate and  
13 continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

14  
15 **8-22.3 Construction Requirements**

16  
17 **8-22.3(3)E Installation**

18  
19 *The Section is supplemented with the following for applying Type B material:*

20  
21 **Effective Performance Life:** When properly applied, in accordance with manufacturer’s  
22 instructions, the performed marking materials shall be neat and durable. The markings shall  
23 remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor  
24 adhesion.

25  
26 **Packaging:** The flexible performed marking material, for use as transverse or bike symbols as  
27 well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot  
28 length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the  
29 contents. Packaging shall not use plastic liners within the separate material from itself. Product  
30 packaging shall identify part number and mil thickness.

31  
32 **Material Replacement Provisions:** Any properly applied performed marking materials that shall  
33 smear or soften independent of pavement movement or condition within a period of one year  
34 from date of application shall be replaced by the supplier.

35  
36 **Installation:** The performed marking materials shall be applied in accordance with the  
37 manufacturer’s recommendations on clean and dry surfaces. New Portland concrete cement  
38 surfaces must be sandblasted to entirely remove curing compound. Marking configurations shall  
39 be in accordance with the “Manual of Uniform Traffic Control Devices,” where applicable.

40  
41 **New Surfaces:** Performed marking materials specified for newly paved asphalt road surfaces  
42 shall be capable of being applied as the original permanent marking on the day the surface is  
43 paved.

44  
45 **Fusion:** The performed marking material shall be fusible to the pavement by means of a  
46 propane torch recommended by the manufacturer.

47  
48 **Technical Services:** The supplier shall provide technical services as may be required.

49  
50 **8-22.4 Measurement**

51 *This section is supplemented with the following:*

1 8" White Stripe is integral to the Bike Corral bid item. 24 feet 7 inches of 8 inch wide  
2 thermoplastic white longitudinal pavement markings are proposed for each Bike Corral as shown  
3 on the plans.

4  
5 Thermoplastic Bike Markings are integral to the Bike Corral bid item. Two Thermoplastic Bike  
6 Markings are proposed for each Bike Corral as shown on the plans.

7  
8 **8-22.5 Payment**

9 *This section is supplemented with the following:*

10  
11 8" White Stripe is integral to the Bike Corral bid item as shown on the plans. Refer to 8-37.

12  
13 Thermoplastic Bike Markings are integral to the Bike Corral bid item as shown on the plans.  
14 Refer to 8-37.

15  
16 "Remove Paint Line" per linear foot.

17

1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-33 UNIT PAVERS**

4  
5 **8-33.1 Description**

6  
7 This work shall consist of constructing a unit paver surface in accordance with these Special  
8 Provisions and as detailed on the Plans. This section includes the following:

9  
10 1. Precast Concrete Pavers.

11  
12 **8-33.2 Materials**

13  
14 12. Requirements: Precast paving units for pedestrian use made of solid concrete.

- 15 a. Portland Cement: ASTM C 150, Type III, high early strength.  
16 b. Aggregate: ASTM C 33.  
17 c. Color Admixture: ASTM C979 or equal, as required to achieve color selected.  
18 d. Aggregate for exposed aggregate surface: As selected.  
19 e. Compressive strength: Minimum 5,000 psi.  
20 f. Water absorption: Less than 5%  
21 g. Pavers shall contain on average 5% entrained air, with no individual piece under 4%.

22  
23 13. Acceptable Paver Products:

24  
25 Manufacturer: Stepstone, Inc. 17025 South Main Street, Gardena, CA 90248. 800-572-  
26 9029

27  
28 a. Paver A:

- 29 i. Style: Diamond 8, Narrow Modular, Diamond Point Half, or Square 12 Paver - see  
30 details  
31 ii. Sizes:  
32 1. Diamond 8: 3-7/8" x 7-7/8" x 23-7/8" x 2-1/2"  
33 2. Narrow Modular Paver: 5-7/8" x 17-7/8" x 2-1/2"  
34 3. Diamond Point Half: 3-7/8" x 7-7/8" x 11-15/16" x 2-1/2"  
35 4. Square 12: 11-7/8" x 11-7/8" x 2-1/2"  
36 iii. Color: 1821 French Grey  
37 iv. Finish: Sandblast

38  
39 b. Paver B:

- 40 i. Style: Diamond 8, Narrow Modular, Diamond Point Half, or Square 12 Paver - see  
41 details  
42 ii. Sizes:  
43 1. Diamond 8: 3-7/8" x 7-7/8" x 23-7/8" x 2-1/2"  
44 2. Narrow Modular Paver: 5-7/8" x 17-7/8" x 2-1/2"  
45 3. Diamond Point Half: 3-7/8" x 7-7/8" x 11-15/16" x 2-1/2"  
46 4. Square 12: 11-7/8" x 11-7/8" x 2-1/2"  
47 iii. Color: 1806 Almond  
48 iv. Finish: Sandblast

49  
50 c. Paver C:

- 51 i. Style: Diamond 8, Narrow Modular, Diamond Point Half, or Square 12 Paver - see  
52 details  
53 ii. Sizes:

- 1 1. Diamond 8: 3-7/8" x 7-7/8" x 23-7/8" x 2-1/2"  
2 2. Narrow Modular Paver: 5-7/8" x 17-7/8" x 2-1/2"  
3 3. Diamond Point Half: 3-7/8" x 7-7/8" x 11-15/16" x 2-1/2"  
4 4. Square 12: 11-7/8" x 11-7/8" x 2-1/2"  
5 iii. Color: 1805 Iceberg Green  
6 iv. Finish: Sandblast  
7  
8 d. Paver D:  
9 i. Style: Diamond 8, Narrow Modular, Diamond Point Half, or Square 12 Paver - see  
10 details  
11 ii. Sizes:  
12 1. Diamond 8: 3-7/8" x 7-7/8" x 23-7/8" x 2-1/2"  
13 2. Narrow Modular Paver: 5-7/8" x 17-7/8" x 2-1/2"  
14 3. Diamond Point Half: 3-7/8" x 7-7/8" x 11-15/16" x 2-1/2"  
15 4. Square 12: 11-7/8" x 11-7/8" x 2-1/2"  
16 iii. Color: 1816 Brick Red  
17 iv. Finish: Sandblast  
18  
19 e. Paver E:  
20 i. Style: Diamond 8, Narrow Modular, Diamond Point Half, or Square 12 Paver - see  
21 details  
22 ii. Sizes:  
23 1. Diamond 8: 3-7/8" x 7-7/8" x 23-7/8" x 2-1/2"  
24 2. Narrow Modular Paver: 5-7/8" x 17-7/8" x 2-1/2"  
25 3. Diamond Point Half: 3-7/8" x 7-7/8" x 11-15/16" x 2-1/2"  
26 4. Square 12: 11-7/8" x 11-7/8" x 2-1/2"  
27 iii. Color: 1813 Porcelain  
28 iv. Finish: Sandblast  
29  
30 14. Mortar Setting-Bed Materials  
31 a. Portland Cement: ASTM C 150, Type I or II.  
32 b. Sand: ASTM C 144.  
33 c. Latex Additive: Acrylic-resin or styrene-butadiene-rubber water emulsion serving as  
34 replacement for part or all of gauging water, of type specifically recommended by latex  
35 additive manufacturer for use with field-mixed portland mortar bed, and not containing a  
36 retarder. Weather, frost, shock resistant complying with ANSI A118.4 test and equal to  
37 Laticrete 3701 Mortar Admixture.  
38 d. Water: Potable.  
39  
40 15. Grout Materials:  
41 a. Sand-Portland Cement Grout: ANSI A108.10, composed of white or gray cement as  
42 required to produce required color.  
43 i. Latex Additive: Manufacturer's standard acrylic-resin or styrene-butadiene-rubber  
44 water emulsion, serving as replacement for part or all of gaging water, of type  
45 specifically recommended by latex-additive manufacturer for use with field-mixed  
46 sand-portland cement grout.  
47 b. Grout Colors: As selected by Engineer from manufacturer's full range.  
48 c. Galvanized welded wire mesh associated with Unit Paver installation is integral to Grout  
49 Materials.  
50  
51 16. The Contractor is hereby advised that some concrete pavers manufactured and delivered will  
52 not be acceptable for use in the Work for any exposed face, edge, or corner, and therefore  
53 may require that some of the pavers be rejected for use on this project.



- a. Permissible Extent of Chippage from Edges and Corners: 1/16 inch. The cumulative length of chips on the exposed face of a single unit shall not exceed 1 percent of the perimeter of the exposed face of the paver, and no single chip shall exceed 1/8 inch in length.
- b. Other than chips, the paver shall be free of cracks, color, and other imperfections detracting from the appearance of a designated sample when viewed from a distance of 5 feet.

### **8-33.3 Construction Requirements**

#### **8-33.3(1) Submittals**

1. Product Data: For the following:
  - a. Precast Concrete Pavers, include mix design meeting the criteria identified in this specification.
  2. Samples for Verification:
    - a. Submit two product samples of full-size units of each type of unit paver indicated in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics.
    - b. Grout Samples for Initial Selection: Submit manufacturer's color charts showing the full range of colors for selection by Engineer.
    - c. Joint Sealant Samples for Initial Selection: Submit Manufacturer's full range of colors for selection by Engineer.
    - d. Grout Samples for Verification: Submit three 4-inch long product samples of the colored grout selected by Engineer, installed between unit pavers or as required to show the full range of colors to be expected in the finish work.
    - e. Joint Sealant Sample for Verification: Submit three 4-inch long product samples of the colored grout selected by Engineer, installed between unit pavers or as required to show the full range of colors to be expected in the finish work.
    - f. Example Joint Filler Material: Submit one 12-inch length.
  3. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
  4. Compatibility and Adhesion Test Reports: From latex-additive manufacturer indicating the following:
    - a. Mortar and grout containing latex additives have been tested with pavers for compatibility and adhesion.
    - b. Interpretation of test results relative to mortar and grout performance and written recommendations for installation practices needed for adhesion.
  5. Product Warranty: Provide certified copies of manufacturer's product warranties.

#### **8-33.3(2) Quality Assurance**

1. Installer Qualifications: An experienced installer who has completed unit paver installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- 1 2. Source Limitations: Obtain each type of unit paver, joint material, and setting material from  
2 one source with resources to provide materials and products of consistent quality in  
3 appearance and physical properties.  
4
- 5 3. Pre-construction Coordination: Review installation procedures and coordinate paving work  
6 with other work affected by the unit paving work. Prior to beginning construction, unit paver  
7 contractor shall coordinate critical dimensions of pavers with flatwork contractor, to minimize  
8 cutting of pavers. Field verify layout shown on Drawings coincides with paver critical  
9 dimensions by constructing mockup as described below. Submit evidence to Engineer that  
10 this coordination work has been completed.  
11
- 12 4. Mockups:  
13
- 14 a. Before installing unit pavers, build an 8ft. X 4ft. mockup of the pattern selected by the  
15 Engineer. The mockup shall verify selections made under sample submittals and  
16 demonstrate aesthetic effects, quality of materials and execution of the work. Build  
17 mockup using materials indicated for the completed work including base construction,  
18 mortar bed and joints, edge conditions, expansion joints, and contiguous work. Build  
19 mockups to comply with the following requirements:  
20
- 21 i. Build mockup in the location as directed by Engineer.  
22 ii. Build mockup in advance of concrete forms being laid out or constructed, so that  
23 critical dimensions of the unit paving work may be coordinated with the  
24 surrounding flatwork.  
25 iii. Notify Engineer seven days in advance of dates and times when mockup will be  
26 constructed.  
27 iv. Demonstrate the proposed range of aesthetic effects, workmanship and the  
28 method of cleaning mortar from paver surfaces without causing damage.  
29 v. Obtain Engineer's approval of mockup before starting unit paver installation.  
30 vi. Maintain mockup during construction in an undisturbed condition as a standard for  
31 judging the completed Work.  
32 vii. Demolish and remove mockup when directed.  
33 viii. Approved mockup may become part of the completed Work if undisturbed at time  
34 of Substantial Completion.  
35 ix. For material failing tests, obtain mortar and grout manufacturer's written  
36 instructions for corrective measures, including the use of alternative materials to  
37 obtain optimum bond and prevent staining.  
38
- 39 b. For all remaining paver patterns construct full size mockups for Engineer review and  
40 approval by dry-laying pavers on a flat surface in the patterns and colors indicated on  
41 drawings. Dry laid paver mockups shall be used to verify selections made under sample  
42 submittals and to demonstrate aesthetic effects and qualities of materials. Build  
43 mockups in the location as directed by Engineer.  
44
- 45 i. Build mockups in advance of concrete forms being laid out or constructed, so that  
46 critical dimensions of the unit paving work may be coordinated with the  
47 surrounding flatwork.  
48 ii. Notify Engineer seven days in advance of dates and times when mockups will be  
49 constructed.  
50 iii. Demonstrate the proposed range of aesthetic effects and workmanship.  
51 iv. Obtain Engineer's approval of mockups before starting unit paver installation.  
52

53 **8-33.3(3) Delivery, Storage, and Handling**

- 1  
2 1. Deliver all materials to the installation site in the manufacturer's original packaging.  
3 Packaging shall contain manufacturer's name, customer name, order, identification number,  
4 and other related information.  
5  
6 2. Protect unit pavers and aggregate during storage and construction against soiling or  
7 contamination from earth and other materials.  
8 a. Cover pavers with plastic or use other packaging materials that will prevent rust marks  
9 from steel strapping.  
10  
11 3. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do  
12 not use cementitious materials that have become damp.  
13 a. Store liquids in tightly closed containers protected from freezing.  
14

### 15 **8-33.3(4) Project Conditions**

- 16  
17 1. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice  
18 or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver  
19 work damaged by frost or freezing.  
20  
21 2. Weather Limitations for Mortar and Grout: Comply with the following requirements:  
22 a. Cold Weather Requirements: Protect unit paver work against freezing when atmospheric  
23 temperature is 40 degrees F and falling. Heat materials to provide mortar and grout  
24 temperatures between 40 and 120 degrees F. Provide the following protection for  
25 completed portions of work for 24 hours after installation when the mean daily air  
26 temperature is as indicated: below 40 degrees F, cover with weather-resistant  
27 membrane; below 25 degrees F, cover with insulating blankets; below 20 degrees F,  
28 provide enclosure and temporary heat to maintain temperature above 32 degrees F.  
29  
30 b. Hot Weather Requirements: Protect unit paver work when temperature and humidity  
31 conditions produce excessive evaporation of setting beds and grout. Provide artificial  
32 shade and windbreaks and use cooled materials as required. Do not apply mortar to  
33 substrates with temperatures of 100 degrees F and higher.  
34 i. When ambient temperature exceeds 100 degrees F with a wind velocity of greater  
35 than 8 mph, set pavers within 1 minute of spreading setting-bed mortar.  
36

### 37 **8-33.3(5) Examination**

- 38  
39 1. Examine areas indicated to receive paving with Installer present, for compliance with  
40 requirements for installation tolerances and other conditions affecting performance. Proceed  
41 with installation only after unsatisfactory conditions have been corrected.  
42  
43 2. Verify that concrete base is sloped for drainage and is free of standing water, dust, oil,  
44 grease, paint, wax, curing compounds, primer, sealers, form release agents, or any  
45 deleterious substances and debris which may prevent or reduce bonding. Conduct moisture  
46 tests to verify that concrete surfaces are completely cured, free from hydrostatic pressure  
47 and having a moisture content of less than 5 percent.  
48  
49 3. Verify that grout materials can be cleaned from pavers, or provide coating to pavers to  
50 facilitate removal of grout materials.  
51

### 52 **8-33.3(6) Preparation**

1. Remove substances, from concrete substrates, that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
2. Clean concrete substrates to remove dirt, dust, debris, and loose particles. This may require mechanical grinding and scarifying of the surface.
3. Neutralize any trace of strong acid or alkali from the substrate prior to mortar application.
4. Remove substances, protrusions, and fins from concrete acting as edge restraints that could impair tight joints.

### **8-33.3(7) Installation, General**

1. Do not use unit pavers with chips, cracks, and voids that exceed the tolerances listed under Section 8.26.2(1). Do not use unit pavers outside the approved color range or unit pavers with discolorations and other defects that might be visible or cause staining in finished work.
2. Pavers shall be clean and free of foreign materials prior to installation.
3. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
4. Cut unit pavers with motor-driven masonry saw equipment. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Where cutting is required, use the largest size unit possible.
  - a. Block splitter may be not used. Hammer cutting is not acceptable.
5. Joint Pattern: Per Plans.
6. Tolerances: Do not exceed 1/16 inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.
7. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide joint filler and backer rod for sealant-filled joints where indicated. Install joint filler before setting pavers.

### **8-33.3(8) Mortar Setting-Bed Applications**

1. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
2. Apply cement-paste bond coat over surface of concrete subbase about 15 minutes before placing setting bed. Limit area of bond coat to avoid its drying out before placing setting bed. Do not exceed 1/16-inch thickness for bond coat.
3. Apply mortar bed over bond coat immediately after applying bond coat. Spread and screed setting bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.
4. Place pavers before initial set of cement occurs. Immediately before placing pavers on setting bed, apply uniform 1/16-inch-thick, slurry bond coat to bed and to back of each paver with a flat trowel.

- 1 5. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting  
2 bed and to bring finished surfaces within indicated tolerances. Set each paver in a single  
3 operation before initial set of mortar; do not return to areas already set and disturb pavers for  
4 purposes of realigning finished surfaces or adjusting joints.  
5
- 6 6. Spaced Joint Widths: Provide jointing as indicated on drawings, with variations not  
7 exceeding plus or minus 1/16 inch or as approved during mock-up process.  
8
- 9 7. Grout joints as soon as possible after initial set of setting bed.
  - 10 a. Store grout at 70 degrees F for a minimum of 24 hours prior to installation.
  - 11 b. For concrete pavers with grouted joints, apply paver sealer to the top surface of pavers,  
12 avoiding any application of sealer into joints to be grouted. Allow sealer to dry  
13 completely before grouting joints.
  - 14 c. Force grout into joints, taking care not to smear grout on adjoining surfaces.
  - 15 d. Clean pavers as grouting progresses by dry brushing or rubbing with dry burlap to  
16 remove smears before tooling joints.
  - 17 e. Tool exposed joints slightly concave, or as directed by Owner's Representative, when  
18 thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
  - 19 f. If tooling squeezes grout from joints, remove excess grout and smears by dry brushing  
20 or rubbing with dry burlap and tool joints again to produce a uniform appearance.  
21
- 22 8. Cure grout by maintaining in a damp condition for seven days, unless otherwise  
23 recommended by grout or liquid-latex manufacturer.  
24

### 25 **8-33.3(9) Repairing, Pointing, and Cleaning**

- 26
- 27 1. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise  
28 damaged or that do not match adjoining units (color, spacing and elevation) as intended, at  
29 no additional cost to the Owner. Provide new units to match adjoining units and install in  
30 same manner as original units, with same joint treatment and with no evidence of  
31 replacement at no additional cost to the Owner. Unit pavers must not be loose, chipped,  
32 broken, stained, or otherwise damaged at the completion of the project.  
33
- 34 2. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point  
35 up joints at sealant joints to provide a neat, uniform appearance, properly prepared for  
36 sealant application.  
37
- 38 3. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean as  
39 indicated below.
  - 40 a. Lightly pre-wet or flash-cool the paver surface (do not soak). If plant material is nearby,  
41 protect and/or keep wet during chemical application.
  - 42 b. Apply masonry cleaner through an EC Jet (or a pump sprayer diluted to 4:1 ratio) to the  
43 entire surface to be cleaned. Overlap each stroke to achieve even coverage.
  - 44 c. Allow product to sit for 5 to 7 minutes, being careful to not allow the product to dry on the  
45 pavement surface.
  - 46 d. If required, repeat application to melt remaining soils/stains/residue/efflorescence.
  - 47 e. Do not allow the product to dry on the pavement surface.
  - 48 f. Begin rinsing from highest elevation to lowest. Use long even strokes, overlap each  
49 stroke. Low-pressure rinse with a pressure washer is recommended, but not necessary.
  - 50 g. Repeat Steps "a" through "f" above, if necessary, to achieve desired result.  
51

### 52 **8-33.4 Measurement**

1 Unit Pavers”, per square foot.

2

3 **8-33.5 Payment**

4

5 Payment will be made for the following Bid items when included in the Proposal:

6

7 “Unit Pavers”, per square foot.

8

9 The unit Contract prices above shall be full pay for all Work to complete the installation of unit  
10 pavers on top of the welcome mat base. See section 8-14.

11

1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-34 GRANITE STONE TEXT PANELS**

4  
5 **8-34.1 Description**

6  
7 This work shall consist of constructing Granite Stone Panels, including the following components:

- 8  
9 1. Granite Stone Panels with Text.  
10 2. Mortar Setting in Bed and Mortar Joint.  
11 3. Concrete Base Slab meeting the requirements of section 8-14 for Cement Conc. Sidewalks.

12  
13 Work shall be in accordance with these Special Provisions and as detailed on the Plans.

14  
15 **8-34.2 Materials**

16  
17 **8-34.2(1) Granite Stone**

18  
19 Granite: Igneous rock, formed from liquid magma, cooled slowly. Includes the minerals feldspar,  
20 quartz, and mica in various proportions. ASTM C 615. Cut stone from one block or contiguous,  
21 matched blocks in which natural markings occur.

- 22  
23 1. Granite Stone Panel:  
24 a. Stone variety: Carnelian by Coldspring Granite or approved equal. 17482 Granite West  
25 Rd., Cold Spring, MN. 56320. Phone: 320-685-3621.  
26 b. Location: Exterior paving areas indicated on drawings.  
27 c. Finish: Thermal.  
28 d. Nominal Thickness: Not less than the following nominal thickness: 1-15/16 inches (+1/8"  
29 -1/16"), 50 mm.

30  
31 **8-34.2(2) Mortar Materials**

- 32  
33 1. Portland Cement: ASTM C 150, Type I or Type II, except Type III may be used for cold-  
34 weather construction.  
35  
36 2. Hydrated Lime: ASTM C 207.  
37  
38 3. Portland Cement-Lime Mix: ASTM C 150, Type I or Type III, and ASTM C 207.  
39  
40 4. Colored Portland Cement-Lime Mix: ASTM C 150, Type I or Type III; ASTM C 207; and  
41 mortar pigments.  
42  
43 5. Aggregate: ASTM C 144.  
44  
45 6. Mortar Pigments: Natural and synthetic iron oxides. Use only pigments with a record of  
46 satisfactory performance in mortar and containing no carbon black.  
47  
48 7. Latex Additive: Acrylic-resin water emulsion recommended by additive manufacturer for use  
49 with field-mixed portland cement mortar bed.  
50  
51 8. Thin-Set Mortar: Latex-Portland Cement Mortar: ANSI A118.4.

52  
53 **8-34.2(3) Grout Materials**

- 1
- 2 1. Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I, and clean, natural sand,
- 3 ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 to 3 parts sand, by
- 4 volume, with minimum water required for placement and hydration. Water-soluble chloride
- 5 ion content less than 0.06 percent by weight of cement when tested according to
- 6 ASTM C 1218/C 1218M.
- 7
- 8 2. Provide color as selected by Engineer from manufacturer's full range.
- 9

#### 10 **8-34.2(4) Paint Materials**

- 11
- 12 1. Letter paint: UV resistant, black lacquer paint formulated from compound of pigments and
- 13 resins, specifically formulated for painting granite stone.
- 14
- 15 2. Cleveland Lithichrome Stone Paint or equal.
- 16

#### 17 **8-34.2(5) Accessories**

- 18
- 19 1. Reinforcing Wire: ASTM A 185 and ASTM A 82 except for minimum wire size.
- 20
- 21 2. Cleaner: As recommended by stone producer.
- 22

#### 23 **8-34.3 Construction Requirements**

##### 24 **8-34.3(1) Submittals**

- 25
- 26
- 27 1. Material Test Reports: For each granite stone variety used on Project, include physical
- 28 property data and material test reports
- 29
- 30 2. Shop Drawings for Granite stone text panels:
  - 31 a. Detail fabrication and installation of granite stone panels.
  - 32 b. Indicate locations, plans, dimensions, text, shapes, finishes, and cross sections of each
  - 33 panel. Include the following for text: font type, size, location spacing, depth of letters,
  - 34 depth and color of letter paint, etc.
    - 35 a. Font types shall be blocky, sans serif, to allow for sandblasting of letters,
    - 36 b. Acceptable font types include, but are not limited to, arial bold, arial, calibri, and
    - 37 franklin.
    - 38 c. Minimum letter size 1 inch.
  - 39 c. Indicate extent/location of each surface finish.
  - 40 d. Indicate finish of wearing surface and edge finishes.
  - 41 e. Indicate relationship of granite stone panels to adjacent materials.
  - 42 f. If design modifications are proposed to meet performance requirements and field
  - 43 conditions, submit design calculations and Shop Drawings. Do not adversely affect the
  - 44 appearance, durability, or strength of panels when modifying details or materials and
  - 45 maintain the general design concept.
  - 46
- 47 3. Granite Stone Samples: Three 11-1/4 inch wide by 47-1/4 inch or 59-1/4 inch long by 2 inch
- 48 thick samples for initial verification of design intent, for each type of finish indicated on
- 49 exposed surfaces of granite stone panels, exhibiting the full range of color and finish texture
- 50 characteristics expected.
  - 51 a. Provide each sample with a different font type and color of letter paint as indicated by
  - 52 the City of Tacoma Arts & Cultural Vitality Division and the Engineer.
  - 53



- 1 4. Provide color contact sheet indicating manufacturers full range of color options for Grout  
2 joints for initial selection (see Submittals). Provide physical product samples for (3) colors  
3 selected by Engineer.  
4
- 5 5. Details shown on the plans depict generic examples of the granite stone text panel design.  
6 Final text, font type and size, location, and spacing must be coordinated with the City of  
7 Tacoma Arts & Cultural Vitality Division.  
8

#### 9 **8-34.3(2) Quality Assurance**

- 10 1. Obtain each stone variety from a single quarry.  
11
- 12 2. Granite Stone Installer Qualifications: Engage experienced installer that has completed stone  
13 installation similar in material, design, and extent to that indicated for the project.  
14
- 15 3. Granite Stone Fabricator Qualifications: Engage experienced fabricator that has completed  
16 stone sandblasting and stone fabrication similar in material, design, and extent to that  
17 indicated for the project. A firm that assumes responsibility for engineering granite stone  
18 panels which complies with performance requirements. This responsibility includes  
19 preparation of Shop Drawings  
20
- 21 4. Preconstruction Stone Testing: Engage an independent testing agency to perform the  
22 following testing for each stone variety:  
23
  - 24 a. Furnish test specimens that are representative of materials.
  - 25 b. Physical Property Tests: ASTM standards specified for stone type.
  - 26 c. Flexural Strength Tests: ASTM C 880.  
27

#### 28 **8-34.3(3) Granite Stone Fabrication**

- 29 1. Comply with requirements in this Section for measuring, transporting, and placing granite  
30 stone panels.  
31
- 32 2. Fabricate stone to comply with requirements indicated and with the following references:  
33
  - 34 a. Granite: NBGQA's "Specifications for Architectural Granite."  
35
- 36 3. Cut stone to produce pieces of thickness, size, and shape, indicated, including details on  
37 Drawings and Shop Drawings.  
38
- 39 4. Carefully inspect finished stone at fabrication plant for compliance with requirements.  
40 Replace defective units. Clean backs of stones to remove rust stains and iron particles.  
41
- 42 5. Blasting of the granite stone panels and paint application shall be performed by the stone  
43 fabricator in a controlled environment prior to delivery to the project site.  
44

#### 45 **8-34.3(4) Granite Stone Finishes**

- 46 1. Faces shall be free of cracks, fractures, spalls, and other obvious defects. Stone shall be split  
47 in a straight line with a hydraulic guillotine and broken along the natural grain of the stone.  
48

- 1 2. Finish exposed-face surfaces of granite stone panels to match approved design reference  
2 sample and as follows:
  - 3 a. Top surface shall have a thermal finish meeting or exceeding .6 static coefficient of  
4 friction measured by ASTM-C1028. Provide three samples for initial selection, per  
5 Submittals.
  - 6 b. Unexposed surfaces may have sawn finish and shall be uniform, straight, and sharp.

### 8-34.3(5) Mortar and Grout Mixes

- 10 1. Mortar: Comply with referenced standards and with manufacturers' written instructions.
  - 11 a. Do not use admixtures. Do not use calcium chloride.
  - 12 b. Combine mortar materials and mix thoroughly. Discard mortar when it has reached  
13 initial set.
- 15 2. Latex-Modified Portland Cement Setting Mortar: Proportion and mix Portland cement,  
16 aggregate, and latex additive to comply with manufacturer's written instructions.
- 18 3. Mortar-Bed Bond Coat: Mix neat cement and latex additive to a creamy consistency.
- 20 4. Latex-Modified Portland Cement Bond Coat: Proportion and mix Portland cement,  
21 aggregate, and latex additive to comply with manufacturer's written instructions.
- 23 5. Cement-Paste Bond Coat: Mix either neat cement or cement and sand with water to a  
24 consistency similar to that of thick cream.
- 26 6. Joint Grout: Comply with mixing requirements in referenced ANSI standards and with  
27 manufacturer's written instructions.

### 8-34.3(6) Blasting

31 Blasting letters: Carving shall be abrasive granular grit blasted at high-pressure to produce  
32 incised letters with standard accenting in fonts, depths and sizes shown in drawings.

34 Ensure each panel is blasted in a single operation by the same operator. Ensure all text is  
35 incised to same depth and shape.

37 Provide a unique rubber stencil with lettering as approved by Engineer during submittal process  
38 that firmly adheres to stone during blasting allowing only the stone surface not covered by the  
39 stencil to be incised. Stencil shall be removable with residue that is cleanable using  
40 manufacturer's suggested stone cleaning materials.

### 8-34.3(7) Paint Application

- 44 1. After completion of blasting has occurred are area has been cleared of all dirt, dust, debris or  
45 other loose particles install paint at each letter.
- 47 2. Apply a prime coat, second coat and clear finish coat in accordance with manufacturer's  
48 recommendations.

## 8-34.4 Execution

### 8-34.4(1) Examination

- 1 1. Examine supporting concrete foundation slab for compliance with requirements for  
2 installation tolerances, bearing surface tolerances, and other conditions affecting  
3 performance of the Work.  
4
- 5 2. Do not install granite stone panels until supporting cast-in-place concrete has attained  
6 minimum allowable design compressive strength and is structurally ready to receive loads  
7 from granite stone units.  
8
- 9 3. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 10 11 **8-34.4(2) Installation**

- 12
- 13 1. Sweep concrete substrate to remove dirt, dust, debris, and loose particles and substances  
14 from concrete substrate that could impair mortar bond.  
15
- 16 2. Clean dirty or stained stone surfaces before setting. Scrub with fiber brushes; drench with  
17 clear water. Use mild cleaning compounds  
18
- 19 3. Saturate concrete with clean water several hours before placing setting bed. Remove  
20 surface water about one hour before placing setting bed.  
21
- 22 4. Apply mortar-bed bond coat to damp concrete and broom to provide an even coating that  
23 completely covers the concrete. Do not exceed 1/16-inch (1.5-mm) thickness. Limit area of  
24 mortar-bed bond coat to avoid its drying out before placing setting bed.
  - 25 a. Place reinforcing wire mesh over concrete, lapped at joints by at least one full mesh and  
26 supported so mesh becomes embedded in middle of setting bed. Hold edges back from  
27 vertical surfaces about 1/2 inch (13 mm).  
28
- 29 5. Apply mortar bed to finished elevations indicated immediately after applying mortar-bed bond  
30 coat.  
31
- 32 6. Mix and place only that amount of mortar bed that can be covered with stone before initial  
33 set. Cut back, bevel edge, and discard material that has reached initial set before stone can  
34 be placed.  
35
- 36 7. Place stone before initial set of mortar occurs. Immediately before placing stone on setting  
37 bed, apply uniform 1/16-inch- (1.5-mm-) thick bond coat to bed or to back of each stone unit.  
38
- 39 8. Tamp and beat stone with a wooden block or rubber mallet.
  - 40 a. Set each unit in a single operation before initial set of mortar.  
41
- 42 9. Rake out joints to depth required to receive grout or pointing mortar as units are set.  
43
- 44 10. Grouting Joints: Use Polymer-Modified Cement Grout for Stone Joints meeting  
45 ANSI A108.10, comply with manufacturer's written instructions.
  - 46 a. Remove mortar, sealant, and stains before tooling joints.
  - 47 b. Grout joints as soon as possible after initial set of mortar setting bed. Finish joints by  
48 tooling to produce a slightly concave polished joint, free of drying cracks.
  - 49 c. Maintain grout in damp condition for seven days.  
50

#### 51 **8-34.4(3) Repairs**

- 52
- 53 1. Remove and replace damaged granite stone when repairs do not comply with requirements.

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**8-34.4(4) Cleaning**

- 1. Prohibit traffic from installed stone for a minimum of 72 hours.
- 2. Clean surfaces of granite stone as work progresses.
- 3. Clean mortar, grout, sealant, and other deleterious material from granite stone surfaces and adjacent materials immediately.
- 4. Clean exposed surfaces of granite stone after erection to remove markings, dirt, and stains. Perform cleaning procedures according to granite stone fabricator's recommendations.
- 5. Protect other work from staining or damage due to cleaning operations. Do not use cleaning materials or processes that could change the appearance of exposed granite stone finishes or damage adjacent materials.

**8-34.5 Measurement**

Granite Stone Panels with Quote shall be measured per each.

**8-34.6 Payment**

Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all Work including excavation, concrete slab, mortar set grout, and all other work needed to complete per plans:  
"Granite Stone Panels with Quote", per each.

1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-35 VERTICAL MARKER COLUMNS**

4  
5 **8-35.1 Description**

6  
7 This item consists of the furnishing of all materials for the fabrication of and the installation of  
8 Vertical Marker Columns. Columns shall be round, tapered steel with a round base cover. The  
9 column, footing, banner support members, surface applied art, anchoring, and hardware shall be  
10 included, as shown and detailed in the Plans and Specifications. Banners are not a part of this  
11 work.

12  
13 Columns shall be fabricated from weldable grade, hot rolled commercial quality, ASTM A595  
14 Grade A, 11 gauge, carbon steel. Columns shall be one piece construction with full length  
15 longitudinal weld. Guaranteed minimum yield strength of 55,000 PSI (380 MPa) after fabrication.  
16 Base plate and cover shall be structural quality, hot rolled, carbon steel ASTM A36. Following  
17 fabrication and prior to application of powdercoat, all components shall receive a hot dipped  
18 galvanized finish.

19  
20 Verify actual locations of other construction contiguous and adjacent to column placement by  
21 field measurements before fabrication. Provide shop drawings: show details and instructions for  
22 fabrication, assembly, and installation of custom fabricated items as indicated on the Drawings.  
23 Provide one full-scale complete column for review and approval prior to commencing fabrication.

24  
25 **8-35.2 Submittals**

- 26  
27 1. Provide black powder coat with mask epoxy prime and liquid coat to a two component  
28 urethane to match colors shown on plans. Contractor shall provide recommendations from  
29 pole manufacturer in submittal documents. RAL Color Chart requirements are listed below:  
30 a. Yellow – 1016  
31 b. Green - 6018  
32 c. Red - 3000

33  
34 **8-35.3 Payment**

35  
36 Payment will be made for each of the following Bid items that are included in the proposal, and  
37 shall be full compensation for all work including:

38  
39 “Vertical Marker Columns”, per each.

40  
41 The unit Contract prices above shall be full pay for all Work to complete, including furnishing  
42 material, fabrication, installation in place, footings, anchor bolts, excavation, and finish  
43 application, as detailed in the Plans and outlined in the Specifications.

1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-36 SITE AND STREET FURNISHINGS**

4  
5 **8-36.1 Description**

6  
7 This work consists of furnishing and installing benches, trash receptacles, and bicycle racks, as  
8 detailed in the Plans.

9  
10 **8-36.2 Materials**

11  
12 **Bench:**

13 Backed bench with arm rests at ends and center per Landscape Forms: 'NeoCombo' or  
14 approved equal.

15 Material: Anodized Aluminum  
16 Color: Powdercoated Black  
17 Length: 59 inches  
18 Depth: 26.5 inches  
19 Overall Height: 31 inches  
20 Mounting: Surface mount

21  
22 **Chair:**

23 Backed chair with arm rests per Landscape Forms: 'NeoCombo' or approved equal.

24 Material: Anodized Aluminum  
25 Color: Powdercoated Black  
26 Length: 24 inches  
27 Depth: 26.5 inches  
28 Overall Height: 31 inches  
29 Mounting: Surface mount

30  
31 **Game Table:**

32 Square table. Landscape Forms: 'Park Centre' or approved equal.

33 Material: Powdercoated Steel  
34 Color: Silver  
35 Width: 28 inches  
36 Depth: 28 inches  
37 Overall Height: 29-1/2 inches  
38 Mounting: Surface mount

39  
40 **Lean Rail:**

41 Leaning rail. Landscape Forms: 'Jessie' or approved equal.

42 Material: Aluminum  
43 Color: Powdercoated black  
44 Length: 96 inches  
45 Depth: 3 inches  
46 Overall Height: 42 inches  
47 Mounting: Surface mount

48  
49 **Lighted Seat Block:**

50 Socrates Cube, Backless Bench embedded w/ LED lighting (UL Listed) provided by the City  
51 and installed by the Contractor.

52 Mounting: Embedded as shown on the plans and per manufacturer's  
53 recommendation.

1 Electrical: Electrical connections for Socrates Cube Bench LED light and driver shall  
2 be made for each proposed seat block as shown on the plans and per  
3 manufacturer's recommendation.  
4

### 5 **8-36.3 Construction Requirements**

#### 6 **8-36.3(1) Quality Assurance**

7  
8  
9 Manufacturing standards: Provide each item of equipment as a complete unit produced by a  
10 single manufacturer, including fittings, accessories, frames, bases, and anchorage devices.  
11

12 Construction: Construct each item and ship to the site in minimum number of sections.  
13

14 Conflicts: Compare manufacturer's shop drawings of all products with the products shown on the  
15 Drawings. If conflicts arise between shop drawings and the Drawings, notify Owner's  
16 Representative before proceeding with the Work.  
17

18 Warranty: Warranty furnishings against any defects in material and/or workmanship for a period  
19 of three years from the date of install.  
20

#### 21 **8-36.3(2) Submittals**

22  
23 Product Data: For each type of product indicated. Include construction details, material  
24 descriptions, dimensions of individual components and profiles, finishes, field-assembly  
25 requirements, and installation details.  
26

27 Product Schedule: For site furnishings. Use same designations indicated on Drawings.  
28

29 Samples: For each exposed product and for each color and texture specified.  
30

31 Shop Drawings: Submit manufacturer's shop drawings of all products for approval by Owner's  
32 Representative prior to fabrication or supplying. Shop drawing shall include installation and  
33 leveling methods for each type of site furnishing, including hardware intended to be utilized.  
34

#### 35 **8-36.3(3) Examination**

36  
37 Examine areas and conditions, with Installer present, for compliance with requirements for  
38 correct and level finished grade, mounting surfaces, installation tolerances, and other conditions  
39 affecting performance.  
40

41 Notify the Owner's Representative of any conditions detrimental to the proper and timely  
42 completion of the work. Do not proceed with installation until unsatisfactory conditions have  
43 been corrected and are acceptable to the installer. Notify Owner's Representative for  
44 observation of layout prior to installation.  
45

#### 46 **8-36.3(4) Installation, General**

47  
48 Comply with manufacturer's written installation instructions, unless more stringent requirements  
49 are indicated. Complete field assembly of site and street furnishings, where required.  
50

51 Unless otherwise indicated, install site furnishings after landscaping and paving have been  
52 completed. Obtain approval of layout location from Owner's Representative prior to installing.  
53

1 When installation requires a thickened concrete base beneath furnishings or concrete pavers,  
2 install concrete base prior to mounting. Allow concrete pavers to be placed over top of concrete  
3 base where indicated.

4  
5 Mount on 3/8" stainless steel threaded rod and stainless steel tamper proof nut. Base drill and  
6 epoxy set into concrete slab 4-1/2" minimum embed in concrete. Quantities and location of  
7 surface mounting per plan.

8  
9 Install site furnishings level, plumb, true, and securely anchored at locations indicated on  
10 Drawings.

11  
12 Where threaded posts are exposed after setting of site furnishing cut tops to 1/8 inch above nut  
13 and grind smooth. Deform threads after installation is complete and approved.

14  
15 Where cover plate is proposed for lean rails height of stainless steel threaded rod and nut above  
16 surface mount plate cannot exceed 3/8" for cover plate to install properly.

#### 17 18 **8-36.3(5) Cleaning**

19  
20 After completing site furnishing installation, inspect components. Remove spots, dirt, and debris.  
21 Repair damaged finishes to match original finish or replace component.

#### 22 23 **8-36.4 Measurement**

24  
25 Benches shall be measured per each.

26  
27 Street Chairs shall be measured per each.

28  
29 Game Tables shall be measured per each.

30  
31 Lean Rails shall be measured per each.

32  
33 Lighted Seat Blocks shall be measured per each.

#### 34 35 **8-36.5 Payment**

36  
37 Payment will be made for each of the following Bid items that are included in the proposal, and  
38 shall be full compensation for all Work including excavation, concrete slab, mortar set grout,  
39 thickened concrete, anchoring, and all other work needed to complete per plans:

40  
41 "Bench", per each.

42  
43 "Street Chair", per each.

44  
45 "Game Table", per each.

46  
47 "Lean Rail", per each.

48  
49 "Lighted Seat Block", per each.

50



1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-37 BIKE CORRAL**

4  
5 **8-37.1 Description**

6  
7 This work shall consist of installing bike corrals at on-street locations for bicycle parking. Bike  
8 corrals shall be installed in accordance with details shown in the Plans and these Specifications.  
9 Traffic related delineators and wheel stops are incidental to the Bike Corral bid item.

10  
11 **8-37.2 Materials**

12  
13 **Bicycle Corral Racks:**

14 DERO Cycle Stall Basic - Bike Racks (5) on mounting rail or approved equal.  
15 Finish: Hot-Dip Galvanized.

16  
17 Mounting: Rail mount. (2) Parallel rails of galvanized 3" x 1.4" x 3/16" thick steel. Fasten  
18 rack to rails with 3/8" x 1" bolts and nuts. Each rack shall have a minimum of (2) tamper-  
19 resistant security nuts, one per each rack foot.

20 Fasteners:

21 Asphalt Surface: (2) 4" Titen asphalt anchors or approved equal per mounting rail  
22 with tamper-resistant security nuts. Fasteners shall be galvanized.

23 Concrete Surface: (2) concrete 3.75" wedge anchors per corral with tamper-  
24 resistant security nuts. Fasteners shall be galvanized.

25  
26 **Wheel Stops:**

27 Dimensions: 6" high and 6' long.

28 Material: Precast concrete per WSDOT Standard Specification 9-18 Precast Traffic Curb  
29 or approved equivalent.

30 Color: Yellow.

31  
32 **Flexible Delineators:** per Impact Recovery Systems 3" Tuff Post or approved equal.

33 Dimensions: 3" OD, 48" tall.

34 Material: Flexible polypropylene plastic tube with two 3" bands of white retro-reflective  
35 sheeting.

36 Color: White.

37 Mounting: Surface mount or spring mount per detail on plans and manufacturer.

38  
39 **Thermoplastic Bike Marking:**

40 Material: Type B Thermoplastic per WSDOT Standard Specification 9-34.3(2) and City of  
41 Tacoma General Special Provisions 8-22.2.

42 Color: White

43  
44 **8" White Stripe**

45 Dimensions: 8" wide, 27'-7" long.

46 Material: Type B Thermoplastic per WSDOT Standard Specification 9-34.3(2) and City of  
47 Tacoma General Special Provisions 8-22.2.

48 Color: White

49  
50 **8-37.3 Construction Requirements**

51  
52 Install bike racks and mounting rails in accordance with APBP (Association of Pedestrian and  
53 Bicycle Professionals) recommendations for location and spacing.

1  
2 Install thermoplastic bicyclist marking and 8" white stripe per WSDOT Standard Specification 8-  
3 22.3(3)E and City of Tacoma General Special Provisions 8-22.3(3).

4  
5 **8-37.4 Measurement**

6  
7 Bike Corrals shall be measured per each. Traffic related delineators and wheel stops are  
8 incidental to the Bike Corral bid item.

9  
10 **8-37.5 Payment**

11  
12 Payment will be made for each of the following Bid items that are included in the proposal, and  
13 shall be full compensation for all Work including excavation, concrete slab, mortar set grout,  
14 pavement markings, and all other work needed to complete per plans:

15  
16 "Bike Corral", per each.

17

1 *The Standard Specifications are supplemented with the following:*

2

3 **8-38 BIKE RACK**

4

5 **8-38.1 Description**

6

7 This work shall consist of installing bike racks as on-street locations for bicycle parking. Bike  
8 corrals shall be installed in accordance with details shown in the Plans and these Specifications.

9

10 **8-38.2 Materials**

11

12 **Bicycle Rack:**

13 Sportworks Toifino No Scratch Bike Rack or approved equal.

14 Finish:

15 Mild steel: Hot-Dip Galvanized

16 Stainless steel: Satin finish

17 Mounting: Surface mount.

18 Fasteners: (4) concrete 3.75" wedge anchors per rack. Each rack shall have a minimum of

19 (2) tamper resistant security nuts, one per each rack foot. Fasteners shall be galvanized for

20 galvanized rack finish or stainless for stainless rack finish.

21

22 **8-38.3 Construction Requirements**

23

24 Install bike racks in accordance with APBP (Association of Pedestrian and Bicycle Professionals)  
25 recommendations for optimal positioning and spacing.

26

27 **8-38.4 Measurement**

28

29 "Bike Rack", per each.

30

31 **8-38.5 Payment**

32

33 Payment will be made for each of the following Bid items that are included in the proposal, and  
34 shall be full compensation for all Work including excavation, concrete slab, mortar set grout, and  
35 all other work needed to complete per plans:

36

37 "Bike Rack", per each.

38

1 *The Standard Specifications are supplemented with the following:*

2  
3 **8-39 CEMENT CONCRETE COLORED SIDEWALK**

4  
5 **8-39.1 Description**

6  
7 This Section includes requirements for integrally colored concrete.

8  
9 **8-39.2 Materials**

10  
11 1. Colored Admixture for Integrally Colored Concrete:

- 12  
13 a. Concrete color shall be Euclid Chemical, Increte Color-Crete Charcoal  
14 (CC150) to match recently installed colored concrete sidewalk along Martin  
15 Luther King Jr. Way, or approved equivalent. Contractor shall submit  
16 proposed color(s) for approval prior to purchasing product. Additional  
17 samples may be requested.  
18 b. Admixture shall be a colored, water-reducing, admixture containing no  
19 calcium chloride with coloring agents that are lime proof and UV resistant.  
20 c. Colored admixture shall conform to the requirements of ACI 303.1, ASTM  
21 C979, ASTM C494, and AASHTO M194.  
22 d. Admixture shall be non-fading finely ground synthetic mineral-oxide coloring  
23 pigment and water reducing wetting agent.  
24 e. Curing and Sealing Compound for Integrally Colored Concrete: Comply with  
25 ASTM C309 and ASTM 1315 for use with integrally colored concrete.  
26 Use to cure exterior flatwork that will be allowed to weather naturally with  
27 no or only occasional maintenance.  
28 i. Clear, solvent-borne, non-yellowing and VOC-compliant.

29  
30 2. Substitutions: The use of products other than those specified will be considered  
31 providing that the Contractor requests its use in writing within 14 days prior to bid  
32 date. This request shall be accompanied by the following:

- 33  
34 i. Certificate of compliance from material manufacturer stating that  
35 proposed products meet or exceed requirements of this Section.  
36 ii. Documented proof that proposed materials have a 10 year proven  
37 record of performance confirmed by at least 5 local projects that design  
38 professional can examine.

39  
40 3. Submittals

- 41  
42 a. Product Data: For each type of manufactured material and product  
43 indicated.  
44  
45 i. Joint Filler Material: Submit one 12-inch length.  
46 ii. Elastomeric Joint Sealant: Submit actual sample in 12-inch length.  
47 iii. Manufacturer's 12 inch by 12 inch samples of integral colors indicated  
48 at full strength, half strength, and quarter strength.

49  
50 4. Mockups: Cast mockups of sections approximately 96 by 96 inches of colored  
51 concrete sidewalk to demonstrate standard of workmanship, typical pattern,  
52 texture, surface finishes, specified color, joints, curing and sealing applications.

- a. Build mockups in the location and of the size indicated on the Drawings or, if not indicated, as directed by the Engineer.
- b. Notify Engineer 7 days in advance of dates and times when mockups will be constructed.
- c. Provide examples of each type of jointing identified on the drawings. Jointing layout and intersections should be identical to the angles indicated on the plans.
- d. Obtain approval of mockups from Engineer before starting construction. The construction of multiple mockups shall be performed as directed by the Engineer, until approval is granted. All costs associated with the construction of mockups shall be the sole responsibility of the Contractor.
- e. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
- f. In presence of the Engineer, damage part of the exposed surface of colored concrete sidewalk for each finish, color, and texture required, and demonstrate materials and techniques proposed for repair to match adjacent undamaged surfaces. Demolish and remove repaired portion of the mockup as directed by the Engineer.
- g. Demolish and remove approved mockups from the site when directed by Engineer.

### **8-39.3 Construction Requirements**

1. The Contractor shall provide a concrete mix design for each design of concrete specified in the Contract. The Contractor shall utilize ACI 211.1 as a guide to determine proportions. Concrete strength, placement, and workability shall be the responsibility of the Contractor. Following approval of the Contractor's proposal, all other requirements of Section 5-05 and 5-06 shall apply.
  - a. Minimum Cement Content: Six sacks per cubic yard of concrete.
  - b. Slump of concrete shall be consistent throughout project at 4 inches or less. At no time shall slump exceed 5 inches. If super plasticizers or mid-range water reducers are allowed, slump shall not exceed 8 inches.
2. Air content: For integral colored concrete: 6%  $\pm$ 1%.
3. Do not add calcium chloride to mix as it causes mottling and surface discoloration.
4. Supplemental admixtures shall not be used unless approved by manufacturer.
5. Do not add water to the mix in the field.
6. Add colored admixture to the mix according to manufacturer's written instructions in premeasured bags or liquid dosages, not by weight or cement content.

### **8-39.4 Quality Assurance**

1. Manufacturer Qualifications: Manufacturer with 10 years' experience in manufacture of specified products.
2. Installer Qualifications: An installer with 5 years' experience with work of similar scope and quality.
3. Comply with the requirements of ACI 301.
4. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.
5. Notification of manufacturer's authorized representative shall be given at least 1 week before start of Work.

### **8-39.5 Delivery, Storage and Handling**

1. Deliver products in original factory unopened, undamaged packaging bearing identification of product, manufacturer, batch number, and expiration data, as applicable.

- 1 2. Store the product in a location protected from damage, construction activity, and  
2 precipitation in strict accordance with the manufacturer's recommendations.  
3

4 **8-39.6 Field Conditions**

- 5 1. Schedule placements to minimize exposure to wind and hot sun before curing  
6 materials are applied.  
7 2. Do not place concrete if rain, snow, or if frost is forecast within 24 hours. Protect  
8 fresh concrete from moisture and freezing.  
9 3. Comply with professional practices described in ACI 305R and ACI 306R.  
10 4. Schedule delivery of integral colored concrete to provide consistent mix times for  
11 batching until discharge. Mix times shall meet manufacturer's written  
12 recommendations.  
13

14 **8-39.7 Pre-Job Conference**

- 15 1. One week prior to placement of concrete, a meeting between Contractor,  
16 Engineer and Manufacturer's Representative shall be held to discuss the Project  
17 and application methods.  
18

19 **8-39.8 Acceptable Manufacturer for Integral Concrete Color**

- 20 1. L.M. Scofield Company, (800)800-9900  
21 2. Davis Colors, (844)341-4780  
22

23 **8-39.9 Installation, General**

- 24 1. Examine subgrade and sub-base for compliance. Notify Engineer if conditions are  
25 noncompliant in middle (top to bottom) of concrete paving.  
26 2. Move concrete into place with square-tipped shovels or concrete rakes.  
27 3. Vibrators, when used, shall be inserted and withdrawn vertically.  
28 4. Concrete shall be struck to specified level with wood or magnesium straight edge  
29 or mechanical vibrating screed.  
30 5. Concrete surface shall be further leveled and consolidated with highway  
31 magnesium straight edge and/or magnesium bull float.  
32 6. Mechanically float concrete surfaces as soon as concrete surface has taken its  
33 initial set and will support weight of a power float machine equipped with float  
34 shoes or combination blades and operator.  
35

36 **8-39.10 Integral Colored Concrete Paving Applications**

- 37 1. Apply color release agent in accordance with manufacturer's recommendations.  
38 2. Minor variations in appearance of colored concrete, which are similar to natural  
39 variations in color and appearance of uncolored concrete, are acceptable.  
40

41 **8-39.11 Curing and Sealing**

- 42 1. Protect concrete from prematurely drying and from excessive cold or hot  
43 temperatures that would alter normal curing process.  
44 2. Integral Colored Concrete Paving:  
45  
46 a. Apply clear curing and sealing compound for integrally colored concrete  
47 according to manufacturer's instructions using manufacturer's  
48 recommended application techniques.  
49  
50 b. Apply curing and sealing compound at consistent time for each pour to  
51 maintain close color consistency.  
52

1 **8-39.12 Protection of Finished Work**

- 2 1. Prohibit foot or vehicular traffic on paving surface for the time specified by  
3 manufacturer, or until paving is properly protected from damage.  
4 2. Barricade area to protect paving.  
5 3. Protect paving surface from damage until final inspection and acceptance by  
6 Engineer.  
7 4. Repair damaged colored concrete in accordance with manufacturer's instructions.  
8 5. Sawcutting of joints as shown on plans.  
9 6. Thoroughly cleaning of all joints including removal of slurry as directed by the  
10 Inspector.  
11 7. Provide required doweling and thickened edges as shown on plans.  
12

13 **8-39.13 Measurement**

14 Cement colored concrete shall be measured by the square foot of finished surface.  
15

16 **8-39.14 Payment**

17 Payment will be made for the following Bid items when included in the Proposal:  
18

19 "Cement Colored Concrete", per square feet.  
20

21 The unit Contract prices above shall be full pay for all Work to complete the installation, including  
22 haul and disposal of all waste material, sawcutting, and doweling as shown on plans.  
23

1 **8-40 FUTURE INFORMATIONAL PLAQUE**

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

3  
4 **8-40.1 Description**

5  
6 This work shall consist of providing a space for the future installation of (4) four informational  
7 plaques, in locations as field verified by Engineer. The informational plaques shall not be  
8 installed by the contractor as part of this contract.

9  
10 **8-40.2 Materials**

11  
12 Provide an expansion joint as shown on the plans. Expansion joint shall be filled with Cold Pland  
13 Mix for Temporary Pavement Patch per Section 5-04.

14  
15 **8-40.3 Construction Requirements**

16  
17 Future Informational plaques shall be installed in locations as approved by the Engineer.

18  
19 **8-40.4 Measurement**

20  
21 Unit of measurement for “Future Informational Plaque” is per each.

22  
23 **8-40.5 Payment**

24  
25 Payment will be made for each of the following Bid items that are included in the proposal, and  
26 shall be full compensation for all Work including excavation, expansion joint, temporary  
27 pavement patch, and all other work needed to complete per plans:

28  
29 “Future Informational Plaque”, per each.

30  
31 The unit price for the above, including all incidental work shall be full compensation for all labor,  
32 material, tools, and equipment necessary to satisfactorily complete the work as defined in the  
33 Standard Specifications and these Special Provisions. This includes all labor, materials, tools,  
34 and equipment necessary or incidental to “Future Informational Plaque” as shown on the Plans.

35  
36 **8-41 TEMPORARY OUTDOOR MATS AND BYPASS RAMPS FOR PEDESTRIANS**

37 (\*\*\*\*\*)

38  
39 **8-41.1 Description**

40  
41 Mats shall be provided as a means to prevent tracking dirt into buildings and will provide some  
42 comfort for local visitors, workers, and residents. The contractor shall lay down mats to cover  
43 unfinished surfaces near pedestrian access points to properties with structures. Requests for  
44 additional mats may be made any time.

45  
46 At times Contractor may need to provide temporary bypass ramps **equipped with handrailing**  
47 to allow for ADA access to residential and/or business access points or around work zones.

48  
49 **8-41.2 Materials**

50  
51 Any type of bristled foot mats will be considered. The ideal matting shall resemble artificial turf  
52 rugs. A physical test sample shall be provided. The Contractor shall submit the proposed  
53 material type for “Temporary Outdoor Mats for Pedestrians” to the Engineer for approval prior to



1 installation. Upon approval, the Contractor shall provide the “Temporary Outdoor Mats for  
2 Pedestrians” as specified.

3  
4 Any type of temporary pedestrian bypass ramp will be considered. Temporary pedestrian bypass  
5 ramps shall have a 600 pound load capacity (minimum). These temporary pedestrian bypass  
6 ramps shall have a minimum 5-foot by 5-foot level landing, a 6-foot long minimum ramp portion  
7 with a maximum cross slope of 2%, a maximum running slope of 12:1, and handrails **per City of  
8 Tacoma and national ADA standards.**

### 9 10 **8-41.3 Construction**

11  
12 The Contractor shall provide Outdoor Mats at all existing entry ways for pedestrians, and as  
13 directed by the Engineer. All pedestrian access paths shall be maintained per Specification  
14 Sections 1-07.23, and 1-10. The mats shall not hide undulations, rocks, or debris that may pose  
15 a tripping hazard; the underlying surface shall be relatively firm and smooth. Where applicable  
16 the matted access shall be ADA compliant per these specifications and the PROWAG  
17 regulations, and as directed by the Engineer.

18  
19 The Contractor shall provide Bypass Ramps at all locations where proposed Outdoor Mats cross  
20 the existing curb to allow for ADA access from the top to the bottom of the existing curb. The  
21 Bypass Ramp shall be ADA compliant per these specifications and the PROWAG regulations,  
22 and as directed by the Engineer. Bypass ramps must allow for storm drainage in existing gutter.

23  
24 The Contractor shall maintain the mats and ramps and remove/replace as directed for the  
25 duration of the construction, until the sidewalk and entry ways are finished at each respective  
26 location. Relocation of these mats and ramps is incidental to Maintain Required Access in  
27 section 8-43.

### 28 29 **8-41.4 Measurement**

30  
31 A neat line square foot measurement shall apply to the bid item “Temporary Outdoor Mats for  
32 Pedestrians”, per square foot.

33  
34 “Temporary Bypass Ramps”, per each.

### 35 36 **8-41.5 Payment**

37  
38 The bid item “Temporary Outdoor Mats for Pedestrians” will be paid per square foot.

39  
40 The bid item “Temporary Bypass Ramps”, per each will be paid per each.

41  
42 Payment for “Temporary Bypass Ramps” shall be full pay for all materials, labor, tools,  
43 equipment, and supplies necessary for the installation of Temporary Bypass Ramps per ADA  
44 and PROWAG requirements.

1 **8-42 ACCESSIBILITY WORK PLAN**

2  
3 **8-42.1 Description**

4  
5 This work consists of preparing a site specific accessibility work plan to describe how property  
6 owner/tenant access shall be maintained at all time during construction and off hours if  
7 necessary.

8  
9 **8-42.2 Vacant**

10  
11 **8-42.3 Construction Requirements**

12  
13 The Contractor shall prepare an Accessibility Work Plan to detail for each site the means and  
14 methods to be used in keeping the access open to each individual property. The Accessibility  
15 Work Plan shall also describe the signing and safety precautions taken to guide residents,  
16 employees, and customers through the work zone both into and out of the business and/or  
17 residence and around the project site. The plan shall comply with the requirements for ADA  
18 access in the American Disability Act Accessibility Guidelines (ADAG) and the City of Tacoma's  
19 Traffic Control Handbook. Signing shall comply with the Manual on Uniform Traffic Control  
20 Devices.

21  
22 The Accessibility Work Plan shall include the Contractor's emergency contact person and phone  
23 number. The Accessibility Work Plan shall be submitted for review by the Engineer two weeks  
24 prior to beginning work on an individual property. Work shall not commence at the individual  
25 property work site until the Accessibility Work Plan for that location has been approved by the  
26 Project Engineer.

27  
28 **8-42.4 Measurement**

29  
30 There is no measurement for this lump sum item.

31  
32 **8-42.5 Payment**

33  
34 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
35 included in the proposal:

36  
37 "Accessibility Work Plan \_\_\_\_\_", lump sum.

38 The unit contract price for "Accessibility Work Plan \_\_\_\_\_", per lump sum, shall be full pay  
39 to prepare and submit the plan as specified.

40

1 **8-43 MAINTAIN REQUIRED ACCESS**

2  
3 **8-43.1 Description**

4  
5 This work consists of furnishing, constructing, maintaining, and removing the temporary access  
6 as detailed in the Accessibility Work Plans.

7  
8 **8-43.2 Vacant**

9  
10 **8-43.3 Construction Requirements**

11  
12 The Contractor shall construct the access as detailed in the Accessibility Work Plan for the  
13 individual property work site.

14  
15 The Contractor shall maintain property owner/tenant access at all times during the work as  
16 described in the Accessibility Work Plan for the individual property work site.

17  
18 Upon completion of the work at the individual property work site, the Contractor shall remove the  
19 temporary work access completely, allowing for permanent access to the individual property site.

20  
21 **8-43.4 Measurement**

22  
23 There is no measurement for this lump sum item.

24  
25 **8-43.5 Payment**

26  
27 Payment will be made in accordance with Section 1-04.1 for the following bid item(s) when  
28 included in the proposal:

29  
30 "Maintain Required Access \_\_\_\_\_", lump sum.

31 The unit contract price for "Maintain Required Access \_\_\_\_\_", per lump sum, shall be full  
32 pay to furnish, install, maintain, relocate, and remove the temporary access to each property as  
33 specified.

34  
35

1 **8-44 PROTECTION OF PRIVATE PROPERTY**

2 *Add this new Section:*

3  
4 **8-44.1 Description**

5  
6 The contractor shall protect private property during demolition and construction. Private property  
7 includes and is not limited to building facades, windows, pavements, fences, trees, planting pots,  
8 light fixtures, and any other special features with private ownership. Section 1-07.16 shall also  
9 apply. Means and methods may vary depending on the specific private property to be protected,  
10 and these and the duration will also depend on the nature of the construction work. Therefore,  
11 this Work will be paid for by Lump Sum.

12  
13 **8-44.2 Materials**

14  
15 Materials used may vary and are dependent on the approval of the Engineer. Some materials  
16 that are anticipated are as follows:

- 17 • Plywood boards
- 18 • Plastic sheets
- 19 • Plexiglas
- 20 • Canvass fabric – drop cloth

21  
22 **8-44.3 Construction**

23  
24 A specific protection activity anticipated is shielding the lower building face with plywood during  
25 sidewalk demolition and during the pouring of new concrete. Other protection activities relate to  
26 controlling construction dust and may involve utilizing additional water trucks.

27  
28 When dust and small flying particles can coat or damage windows, the contractor shall  
29 coordinate with the Engineer and property owner(s) to protect the windows with a protective  
30 covering.

31  
32 In any case the Contractor shall conduct the protection of private property as directed and  
33 approved by the Engineer, including the above examples. The contractor shall attend meetings  
34 with property owner groups or individual property owners as directed by the Engineer. Adequate  
35 communication with property owners regarding this Work is essential to obtain property owner  
36 concurrence and minimize impacts for business owners.

37  
38 Otherwise, Section 1-07.16, "Protection and Restoration of Property", shall apply.

39  
40 **8-44.4 Measurement**

41  
42 All items associated with "Protection of Private Property" shall be included in a lump sum Bid  
43 item.

44 **8-44.5 Payment**

45  
46 All Costs for "Protection of Private Property", per lump sum.

47  
48 All costs associated with any specific "Protection of Private Property" activity shall be included in  
49 this lump sum Bid item.

50  
51 **END OF SECTION**

1 **DIVISION 9: MATERIALS**

2  
3 **9-03 AGGREGATES**

4  
5 **9-03.1 Aggregates for Portland Cement Concrete**

6  
7 **9-03.1(1) General Requirements**  
8 **(June 16, 2016 Tacoma GSP)**  
9 *The seventh paragraph is deleted.*

10  
11 **9-03.6 Vacant**  
12 **(Jun 16, 2016 Tacoma GSP)**  
13 *This section, including the title, is revised to read:*

14  
15 **9-03.6 Aggregates for Asphalt Treated Base (ATB)**

16  
17 **9-03.6(1) General Requirements**

18  
19 Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in  
20 accordance with the provisions of Section 3-01 that meet the following test requirements:

21  
22 Los Angeles Wear, 500 Rev. 30% max.  
23 Degradation Factor 15 min.

24  
25 **9-03.6(2) Grading**

26  
27 Aggregates for asphalt treated base shall meet the following requirements for grading:  
28

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

29  
30 All percentages are by weight.

31  
32 **9-03.6(3) Test Requirements**

33  
34 When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in  
35 the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the  
36 following test values:

37  
38  
39 % of Theoretical Maximum Specific Gravity (GMM) (approximate) 93@  
40 100 gyrations  
41  
42 AASHTO T324, WSDOT TM T718, or ASTM D3625 Pass  
43 (Acceptable anti-strip evaluation tests)  
44

1 The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be  
2 less than 35.

3  
4 **9-03.8 Aggregates for Hot Mix Asphalt**  
5 **(March 9, 2016 APWA GSP)**

6 *Supplement section 9-03.8 with the following:*

7  
8 **9-03.8(8) Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt**  
9 **(PHMA/PWMA)**

10  
11 **9-03.8(8)A General Requirements**

12  
13 Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be  
14 manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01  
15 that meet the following test requirements:

16  
17 Los Angeles Wear, 500 Rev. 30% max.  
18 Degradation Factor 15 min.

19  
20 **9-03.8(8)B Grading**

21  
22 Aggregates for PHMA/PWMA shall meet the following requirements for grading:

23

Sieve Size	Percent Passing
¾" square	100
½" square	90 - 100
3/8" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

24 \* All percentages are by weight.

25  
26 The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater  
27 than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the  
28 field operating procedures for AASHTO T 335.

29  
30 **9-03.12 Gravel Backfill**

31  
32 **9-03.12(3) Gravel Backfill for Pipe Zone Bedding**

33 *The grading requirements included in this section are revised to read:*

34

Sieve Size	Percent Passing
¾"	Square 100
3/8"	Square 95-100
U.S. No. 8	0-10
U.S. No. 200	0-3
Sand Equivalent	35 Minimum

40  
41  
42 **9-03.21 Recycled Material**

43  
44 **9-03.21(1) General Requirements**  
45 **(June 16, 2016 Tacoma GSP)**

1 *This section is supplemented with the following:*

2

3 Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete shall  
4 not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra excavation  
5 area backfill material.

6

1 **9-08 PAINTS AND RELATED MATERIALS**  
2 **(March 23, 2010 Tacoma GSP)**

3  
4 *Section 9-08 is supplemented with the following:*

5  
6 **9-08.20 Painting Surfaces Systems**

7  
8 The surfaces shall be painted in accordance with the type materials and exposures as identified  
9 in this section. The contractor shall provide the Engineer with a paint mil.

10  
11 **9-08.20(1) Steel**

12  
13 A. Exposed/outside exposure (non-galvanized)

- |    |                      |                    |            |
|----|----------------------|--------------------|------------|
| 14 | 1. Primer Coat       | Section 9-08.1(2)C | (2.5-mils) |
| 15 | 2. Intermediate Coat | Section 9-08.1(2)G | (3.5-mils) |
| 16 | 3. Top Coat:         | Section 9-08.1(2)H | (1.0-mils) |

17  
18 B. Exposed/Interior exposure (non-galvanized)

- |    |                       |                    |            |
|----|-----------------------|--------------------|------------|
| 19 | 1. Primer Coat:       | Section 9-08.1(2)C | (2.5-mils) |
| 20 | 2. Intermediate Coat: | Section 9-08.1(2)G | (3.5-mils) |
| 21 | 3. Top Coat:          | Section 9-08.1(2)H | (1.0-mils) |

22  
23 C. Unexposed/interior & exterior (non-galvanized)

- |    |                 |                    |            |
|----|-----------------|--------------------|------------|
| 24 | 1. Primer Coat: | Section 9-08.1(2)C | (2.5-mils) |
|----|-----------------|--------------------|------------|

25  
26 D. Exposed/interior & outside exposure (galvanized)

- |    |                 |                    |            |
|----|-----------------|--------------------|------------|
| 27 | 1. Primer Coat: | Section 9-08.1(2)E | (2.5-mils) |
| 28 | 2. Top Coat:    | Section 9-08.1(2)H | (1.0-mils) |

29  
30 E. Powder Coating and Galvanize Coating shall be applied where indicated in the contract  
31 documents and as approved through the submittal process. All other surfaces to be coated  
32 per Section 6-07.3.

33  
34 F. Painting shall be applied in accordance with Section 6-07.3.

35  
36 **9-08.20(2) Concrete**

37  
38 A. Exposed/outside exposure

- |    |                          |                |            |
|----|--------------------------|----------------|------------|
| 39 | 1. 1 <sup>st</sup> Cost: | Section 9-08.3 | (3.0-mils) |
|----|--------------------------|----------------|------------|

40  
41 B. Exposed/Interior exposure

- |    |                                  |           |            |
|----|----------------------------------|-----------|------------|
| 42 | 1. 1 <sup>st</sup> Cost: Section | 9-08.1(3) | (2.0-mils) |
| 43 | 2. 2 <sup>nd</sup> Cost: Section | 9-08.1(3) | (1.0-mils) |

44  
45 C. Surface to be painted where indicated on contract plans

46  
47 D. Colors to be selected by the Project Engineer

48  
49 **9-08.20(3) Wood**

50  
51 All surfaces to be coated where and in accordance with contract documents as indicated.



1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

2  
3 **9-14.1 Topsoil**

4 *Section 9-14.1(1) is deleted in its entirety and replaced with the following:*

5  
6 **9-14.1(1) Soil Mix 1**

7  
8 Soil Mix 1 shall meet the following requirements:

- 9  
10
- 11 • Provide “4-way mix” Topsoil from Tagro, or approved alternate.
  - 12 • ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to
  - 13 plant growth.
  - 14 • The Contractor shall import manufactured topsoil from offsite sources. The Contractor shall obtain topsoil displaced from naturally well-drained construction or mining sites
  - 15 where topsoil occurs at least 4 inches deep. Topsoil obtained from agricultural land, bogs, or marshes will not be accepted.
  - 16 • The Contractor shall furnish the soil analysis by a qualified soil-testing laboratory stating
  - 17 percentages of organic matter; gradation of sand, silt, and clay content; cation exchange
  - 18 capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient
  - 19 content of topsoil to the Project Engineer for approval.
  - 20 • The Contractor shall submit a certified report by the soil testing agency that the topsoil is
  - 21 suitable for plant growth and that perennial weed seeds and/or weed rhizomes are not
  - 22 present. Provide recommended quantities of nitrogen, phosphorus, and potash nutrients
  - 23 and soil amendments to be added to produce satisfactory topsoil to the Project Engineer
  - 24 for approval.
  - 25
  - 26
  - 27

28 **9-14.4 Mulch and Amendments**

29  
30 *Section 9-14.4(3) is deleted in its entirety and replaced with the following:*

31  
32 **9-14.4(3) Bark or Wood Chips (Mulch, as specified in the Plans)**

33  
34 Arborist wood chips shall be used as mulch. Mulch shall be derived from hardwood species and shall include woodchips, bark, wood, and leave detritus. It shall be ground so that a minimum of 35 95 percent of the material will pass through a 2-inch sieve and no more than 25 percent, by loose 36 volume, will pass through a No. 4 sieve. The mulch shall not contain resin, tannin, or other 37 compounds in quantities that would be detrimental to plant life. Sawdust or wood shavings shall 38 not be used as mulch.

39  
40  
41 *Add the following new section:*

42 **(\*\*\*\*\*)**

43  
44 **9-14.9 Root Barrier**

45  
46 Root barrier shall be 18-inch NDS Root Barrier Panel, RP 1850, flexible panel with integrated 47 interlocking joints, or approved equal. Available from Frank J Martin Co. 1-29 800-654-1786.

48  
49 *Add the following new section:*

50 **(\*\*\*\*\*)**

51  
52 **9-14.10 Tree Watering Bag System**

- 1 Tree Watering Bag System shall be the 20-gallon Treegator Original slow release watering
- 2 system for trees, or approved equal. Install per manufacturer's recommendations.
- 3

1 **9-15 IRRIGATION SYSTEM**

2  
3 **9-15.3 Automatic Controllers**

4 *This Section shall be replaced in its entirety with the following:*

5  
6 Contractor shall provide Rain Bird Corporation TBOS-II Waterproof Battery Controller inside  
7 individual remote control valve boxes at the locations shown on the drawings. The automatic  
8 controller clock shall be a battery operated timed device for automatically opening and closing  
9 control valves for predetermined periods of time and mounted so that all normal adjustments will  
10 be conveniently located for use by the operator per the manufacturer's written instruction. Where  
11 valves are clustered, a multi-station controller can be used to provide operation of adjacent  
12 valves. Rain Bird Corporation TBOS-II Potted Latching Solenoids shall be installed on all control  
13 valves. A Rain Bird Corporation TBOS-II Field Transmitter shall be provided with each controller.  
14

15 Operating Specifications:

- 16  
17 1. Operating temperature: 0° to 60° C, using one 9V alkaline battery.  
18  
19 2. Operate one latching solenoid per station.  
20  
21 3. Controller shall be compatible with competitive valve models/latching solenoids.  
22  
23 4. Controller shall provide three independent programs and eight start times per program.  
24 Programming will include:  
25  
26 • Basic programming includes three independent programs with flexible days cycles,  
27 including custom even, odd, odd-31, and 1-6 day program cycles for maximum  
28 flexibility.  
29 • Eight (8) start times per program per day.  
30 • Independent station operation allows simultaneous start times or sequential start  
31 times based on system hydraulic capacity.  
32  
33 5. Station run times shall be operable from 1 minute to 12 hours in 1-minute increments.  
34  
35 6. Controller shall have seasonal adjustments by month.  
36

1 **9-28 SIGNING MATERIALS AND FABRICATION**  
2 **(April 1, 2012 Tacoma GSP)**

3  
4 **9-28.1 General**

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

6  
7 Permanent signs which measure 36 inches or less on a side and are mounted to be on a single  
8 post shall be constructed of single 0.080-inch aluminum panels.

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

11  
12 Sign overlay panels shall be .050-inch aluminum.

13  
14 **9-28.9 Fiberglass Reinforced Plastic Signs**

15 *This section is deleted in its entirety.*

16

1 **9-29 ILLUMINATION, SIGNALS, ELECTRICAL**  
2 **(February 9, 2024 Tacoma GSP)**

3  
4 *9-29.1(4) is supplemented with the following new section:*

5 **9-29.1(4)E Service Entrance Cap Fittings**

6  
7 Service Entrance Cap Fittings for use with PVC shall be PVC clamp-on type. Where used for  
8 signal or flashing beacon conductors, the center of the wire entrance shall be cut or machined  
9 out to a large diameter to accommodate entry of multi-conductors. All edges shall be smoothed  
10 to avoid chaffing.

11  
12 **9-29.1(6) Detectable Underground Warning Tape**

13 *This section is supplemented with the following:*

14  
15 For electrical circuits detectable underground warning tape shall be high visibility red, with  
16 continuous legend of "Caution Electric Line Buried Below" or equal. The warning tape shall be  
17 polyethylene with a metallic backing. The polyethylene shall be a minimum 3 inches wide, 4 mils  
18 thick.

19  
20 **9-29.2 Junction Boxes, Cable Vaults and Pull Boxes**

21 *This section is supplemented with the following:*

22  
23 Unless otherwise specified, all junction boxes containing illumination and signal cable shall be  
24 Standard Duty with Alternate 2 Lid Bolt Down Attachment Tab per state standard plan J-40.10-  
25 04.

26  
27 **9-29.2(1)A2 Non-Concrete Junction Boxes**

28 *This section is deleted.*

29  
30 **9-29.2(4) Cover Markings**

31 *The second paragraph of this section is revised to read:*

32  
33 Covers shall be marked or embossed with "LT" for boxes containing illumination circuits. Covers  
34 shall be marked or embossed with "TS" for boxes containing traffic signal circuits. Covers shall  
35 be marked or embossed with "IC" for boxes containing signal interconnect circuits.

36  
37 **9-29.2(5)C Standard Duty Non-Concrete Junction Boxes**

38 *This section is deleted.*

39  
40 **9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

41 *This section is supplemented with the following:*

42  
43 Where not otherwise specified, all wiring shall meet standard of the industry for the application  
44 employed. Wiring shall be consistent with manufacturers' recommendations and meet all  
45 applicable codes.

46  
47 **9-29.3(2)A Single Conductor**

48  
49 **9-29.3(2)A1 Single Conductor Current Carrying**

50 *This section is supplemented with the following:*

1 Service connections shall be stranded copper size AWG #6 USE unless otherwise shown in the  
2 plans. Black conductor insulation shall be used for the service and the neutral conductor shall be  
3 white. Color tape marking shall not be acceptable for the neutral conductor.

#### 4 5 **9-29.3(2)A2 Grounding Electrode Conductor**

6 *This section is supplemented with the following:*

7  
8 Grounding electrode conductor shall be minimum #8 AWG unless otherwise shown in the plans.  
9 When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking  
10 shall not be acceptable for marking the ground conductor.

#### 11 12 **9-29.6 Light and Signal Standards**

13 *This section is supplemented with the following:*

14 All light and signal standards shall be fixed base.

15  
16  
17 The head of the handhold security bolt shall be flush with the face of plate. The face plate of the  
18 handhole shall be flush with pole.

19  
20 *Section 9-29.6 is supplemented with the following new section:*

#### 21 **9-29.6(6) City of Tacoma Universal Pole**

22  
23 Unless otherwise specified, light standards and strain poles shall be in conformance with the  
24 following City of Tacoma standard design.

##### 25 26 **Strength**

27 Each pole and mast arm shall have adequate strength for the designated luminaire with 1.8  
28 safety factor for maximum combined stresses using 90 mph isotach (117 mph gusts) per  
29 AASHTO LRFD Specifications for Structure Supports for Highway Signs, Luminaires, and  
30 Traffic Signals. Design shall be based on total loading of 50 pounds and EPA of 2.0 square  
31 feet.

##### 32 33 **Standard Bolt Spacing – for Streetlight Poles Only**

34 30 Foot poles -- Baseplate shall accommodate 1 inch anchor bolts. The bolt circle shall be  
35 between 11 inches and 13 inches.

36 40 Foot Poles -- Baseplate shall accommodate 1 inch anchor bolts. The bolt circle shall be  
37 between 12.5 inches and 14.5 inches.

#### 38 39 **9-29.6(6)B Luminaire Mast Arms**

40  
41 Each luminaire mast arm shall have sufficient strength with a 1.8 safety factor to support a 70-  
42 pound luminaire on an 18-foot mast arm per the latest AASHTO Specifications for Structural  
43 Supports for Highway Signs, Luminaires and Traffic Signals.

44  
45 Material and workmanship shall conform to the best commercial standards of the industry.

46  
47 The mast arm and its fastening shall be constructed of steel conforming to Section 9-29.6

48  
49 Each mast arm shall support a ballast-in-head luminaire and shall provide a luminaire mounting  
50 height of approximately two (2) feet above the strain pole mounting flange.

51  
52 The mast arm shall provide a horizontal extension from the center of the pole to the center of the  
53 luminaire as shown in the Plans.

1  
2 The mast arm shall be of tapered construction. The luminaire end of the mast arm shall not  
3 exceed 2.375 inches O.D. for a minimum distance of 8 inches. The outside arm diameter at the  
4 pole flange shall not exceed 5.88 inches.  
5

6 The mast arm shall be capable of being fastened to the mast arm mounting flange dimensioned  
7 in the detail drawing. All mounting bolt heads shall clear the weld.  
8

9 **9-29.10 Luminaires**

10 *The third paragraph is deleted*

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

13  
14 Unless otherwise shown in the plans all new luminaires shall be Light Emitting Diode (LED)  
15 fixtures conforming to these specifications.  
16

17 Cobra-head style luminaires and other overhead fixtures, such as shoebox style fixtures, shall be  
18 provided with utility labels. Ornamental post top fixtures shall not have utility labels. Utility labels  
19 for LED fixtures shall be green and show actual total system wattage.  
20

21 **9-29.10(1) Conventional Roadway Luminaires**

22 *This section is replaced in its entirety with the following:*

23  
24 All Conventional Roadway Luminaires shall be LED meeting the following requirements:  
25

26 1. Applicable Standards:

- 27 a. American National Standards Institute (ANSI) C78 and C136  
28 b. Electrical and Electronics Engineers (IEEE) C62  
29 c. Illuminating Engineering Society of North America (IESNA or IES)  
30 d. Underwriters Laboratories (UL)

31 2. General:

- 32 a. Luminaire shall be UL Listed  
33 b. Luminaire shall be listed as a Qualified Product on one of the following lists:  
34 i. Energy Star  
35 ii. Design Lights Consortium  
36 iii. Lighting Design Lab  
37 c. LED light source and driver shall be compliant with the requirements of the  
38 European Union (EU) Restriction of Hazardous Substances (RoHS) Directive.  
39 d. Luminaire shall have an external label per ANSI C136.15.  
40 e. Luminaire shall have an internal label per ANSI C136.22.

41 3. Luminaire Performance:

- 42 a. Operating Temperature Range: -4 F to +122 F  
43 b. Correlated Color Temperature: (CCT)  
44 i. Residential- 3000K Nominal  
45 ii. Arterials - 4000K Nominal  
46 c. Calculated Lumen Maintenance Factor (LMF): 100,000 hours or more (L70 at  
47 25°C/77°F) in accordance with IESNA TM-21 and IESNA LM-80  
48 d. Color Rendering Index (CRI) : >70  
49 e. Light Distribution per IES Handbook: Best fit to meet design criteria  
50 f. Minimum Efficacy: 80 Lumens/Watt

51 4. Power Supply and Driver Performance:

- 52 a. Input Voltage: Auto-sensing 120 to 277 VAC 50/60HZ  
53 b. Power factor: >0.90

- c. Drive current maximum of 1.0A
  - d. Total harmonics distortion at full power at specified voltage: <20%
  - e. Surge Suppression Protection 10kV Minimum (IEEE/ANSI C62.41.2)
  - f. Replaceable surge module
  - g. Interference FCC 47 CFR part 15/18, Class A
  - h. Driver life >100,000 hours
  - i. Dimming: 0-10V DC
5. Lighting and Dimming Controls:
    - a. The luminaire shall be provided with a 7-pin terminal locking type photoelectric control mounting receptacle in accordance with ANSI C136.10 and ANSI C136.41.
    - b. Photocell receptacle dimming contacts shall be factory connected to driver dimming leads (violet and gray) per ANSI C136.41.
  6. Luminaire Housing and Door:
    - a. The luminaire housing shall be cast or extruded aluminum. All hardware shall be stainless steel.
    - b. Cast housing components shall have a light gray polyester powder coat finish. Extruded components shall be anodized. Finish shall meet the requirements of ANSI C57.31, latest revision.
    - c. The power-door shall be fabricated from either aluminum or a UV resistant polymer.
    - d. The door shall be easily removable and shall allow for tool-less entry.
  7. Slipfitter and Vibration Resistance:
    - a. Slipfitter shall be capable of accepting a 1-1/4" through 2" IP pipe tenon (1-5/8" to 2-3/8" OD) with maximum allowable insertion lengths of 7-1/2" and 10" respectively in accordance with Table 2 of ANSI C136.3, latest revision.
    - b. The Slipfitter shall have provisions for clamping the luminaire securely to the tenon and for leveling  $\pm 5^\circ$  with respect to horizontal.
    - c. Luminaire shall be certified to ANSI C136.31 3G bridge and overpass vibration standards with 4-bolt configurations.
  8. Ingress Protection:
    - a. The luminaire components shall have minimum moisture rating as specified in IEC 60529, with the ability to shed water from inside the housing(weep holes), and designed to minimize water collection and icing.
    - b. Internal Components: IP66
    - c. Enclosure: IP65
  9. Terminal and Grounding Block:
    - a. Components shall be pre-wired to the terminal board requiring only supply power connections to clearly identified terminals.
    - b. The terminal board shall be located so that there is adequate tool-less access to accommodate user wearing electrical gloves to connect the supply leads.
  10. Manufacturer Warranty:
    - a. 10 Year Minimum including power driver and LED chips.

### **9-29.10(1)A Luminaire Classifications**

The City of Tacoma has established five (5) classes of LED Conventional Roadway with specific design criteria to ensure long-term lighting continuity. Luminaires are divided into classes based on function, typical use and historical High Intensity Discharge (HID) equivalents. Current classes are 100WEQ, 200WEQ, 250WEQ, 400WEQ, and RES-45. Each conventional luminaire installed shall meet the design criteria of one of these five luminaires.



1 Design assumptions and criteria listed for each luminaire classification may not reflect the actual  
2 conditions on the project. The design assumptions and criteria identified are only to be utilized to  
3 determine luminaire equivalency, such that another luminaire meeting the same criteria can be  
4 used to replace a failed unit without a complete redesign of the entire system.  
5

6 Equivalence will be determined as follows:

- 7 1. The City of Tacoma will use Lighting Analysts AGi32 lighting software program for  
8 determination of equivalence using the design assumptions and criteria identified for  
9 each class of luminaire.
- 10 2. The roadway optimizer will be used to evaluate the performance criteria in all cases,  
11 except for the Res-45 class luminaire, where model view will be utilized to calculate  
12 the photometrics.
- 13 3. Proposed fixtures may not be tilted, rolled, or spun to meet the criteria.
- 14 4. All calculations shall be to the 100<sup>th</sup>. Rounding will not be permitted.
- 15 5. A copy of the published IES photometric file and BUG (Backlight, Uplight, and Glare)  
16 Rating shall be provided as a part of product submittal.
- 17 6. It is recognized that there are an infinite number of design variables and it is not  
18 practical to create a published IES photometric file and BUG rating for each  
19 combination. In those cases where the wattage is reduced to meet the design  
20 criteria, the base IES photometric file for the higher wattage configuration shall be  
21 used as follows:
  - 22 a. Where no IES photometric file exists for the specific configuration, all  
23 information required to allow the City to duplicate the results and assure that  
24 the fixture meets the criteria must be provided.
  - 25 b. When reducing the system wattage, the BUG rating of the base IES  
26 photometric file must be utilized, but may be scaled based on IES LM-79.
  - 27 c. For modified fixtures, the City may require that a representative fixture be  
28 provided prior to acceptance. The City reserves the right to have an  
29 independent NVLAP approved lab perform an IES LM-79 report for verification  
30 of the output for the submitted fixture. A 10 percent margin of error will be  
31 allowed in the analysis and comparison of the actual test results. Failure to  
32 meet the photometrics within the allowance may be cause for rejection.  
33

34 Full design assumptions and design criteria for each of the five luminaire classes can be found at  
35 the end of this section. Excessive glare or light trespass onto private property is not acceptable.  
36 Typical usage for luminaire classes:

- 37 • 100WEQ Luminaires are typically installed along residential roadways at a height of  
38 25 to 30 feet. 100WEQ Luminaires have a long and narrow light distribution to fit a  
39 typical residential road.
- 40 • 200WEQ Luminaires are typically installed along local classified arterial roadways and  
41 along arterials with lower pedestrian conflicts. 200WEQ Luminaires are typically  
42 installed at a height of 30 feet and will have a slightly wider distribution to cover the  
43 additional width.
- 44 • 250WEQ Luminaires are typically installed along collector to minor classified arterial  
45 roadways. 250WEQ Luminaires can be installed at a height of 30 feet or 40 feet  
46 depending on pedestrian conflict level, road width, and lighting levels required.
- 47 • 400WEQ Luminaires are typically installed along principal classified arterial roadways  
48 or areas where a higher pedestrian conflict exists. 400WEQ Luminaires are typically  
49 installed at a height of 40 feet, often installed on both sides of the roadway, in a  
50 staggered pattern to adequately light the full roadway width.
- 51 • RES-45 Luminaires are typically installed at residential street intersections or for cul-  
52 de-sacs. For residential intersections, these lights are typically installed on one  
53 corner of the intersection at a 45 degree angle to the traveled ways. The light

1 distribution is designed to provide illumination for the intersection, but not create  
2 unacceptable light trespass on adjacent properties.  
3  
4

## 5 **9-29.11 Control Equipment**

### 7 **9-29.11(2) Photoelectric Controls**

8 *This section is revised to read:*  
9

10 The photoelectric control shall be the twistlock type and the light sensitive element shall be a  
11 solid state photo diode. The control shall be designed to turn on at 2.6 foot-candles (+/- 20%)  
12 and turn off at 2.6 foot-candles (+/- 20%). The lighting control shall not drift by more than 1 per  
13 cent over a 10-year period.  
14

15 The output control relay shall be electro-mechanical. The time delay for both turn on and turn off  
16 shall be a minimum of one second and maximum of 5 seconds. The output relay shall be rated  
17 1000 watts incandescent or 15 amps inductive load. The contacts shall be normally closed.  
18

19 The lighting control shall have a built in metal oxide varistor (MOV) rated a minimum of 160  
20 joules for lightning and transient protection. The control shall also have secondary zener diode  
21 and transient filter. The relay shall be suitable for operation on 240 volt, 60 hertz electrical  
22 circuits.  
23

24 Dimensions shall conform to ANSI specifications for twistlock photocells.  
25

## 26 **9-29.12 Electrical Splice Materials**

### 28 **9-29.12(1) Illumination Circuit Splices**

29 *This section is revised to read:*  
30

31 Splices and taps shall be made with solderless crimp connectors on underground and overhead  
32 circuits to securely join the wires both mechanically and electrically.  
33 Splices shall be sealed in accordance with 8-20.3(8).  
34

#### 35 **Thermoplastic Electrical Insulating Tape**

36 Electrical tape shall be made by the same manufacturer and compatible with the electrical  
37 coating utilized to form a complete system that both insulates and protects the splice.

38 Electrical tape shall be based on polyvinyl chloride (PVC) and/or its copolymers and have a  
39 rubber-based, pressure-sensitive adhesive. The tape shall have a voltage rating of 600V  
40 (UL510). The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510  
41 as "Flame Retardant, Cold and Weather Resistant." The tape shall be resistant to abrasion,  
42 moisture, alkalies, acids, corrosion, and varying weather conditions, including ultraviolet  
43 exposure. The tape must be applicable at temperatures ranging from 0°F through 100°F (-  
44 18°C through 38°C) without loss of physical properties. The tape shall have an operating  
45 temperature up to 220°F (105°C). The tape shall be classified for use in outdoor  
46 environments. The tape shall be compatible with synthetic cable insulations, jackets and  
47 splicing compounds. The tape will remain stable and will not telescope more than 0.1 inches  
48 when maintained at temperatures below 120°F (50°C).  
49

#### 50 **Moisture Resistant Electrical Coating**

51 Electrical Coating shall be made by the same manufacturer and compatible with the vinyl  
52 electrical tape utilized to form a complete system that both insulates and protects the splice.  
53 Electrical Coating shall seal and bond the tape and be suitable for direct burial, direct water

1 immersion, and above ground applications. Electrical coating shall be flexible when dry.  
2 Electrical coating shall consist of the solvents Acetone, Methyl Ethyl Ketone and Toluene and  
3 shall contain synthetic rubber and resin solids.  
4

5 **END OF SECTION**

6  
7

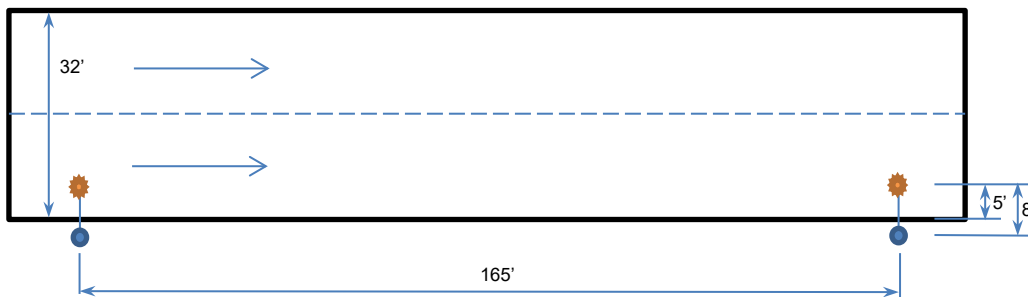
**END OF SPECIAL PROVISIONS**

# Standard Luminaire Design Criteria

## 100WEQ Luminaire – Residential

Attribute	Design Assumption
Road Width:	32 feet
Luminaire Height:	30 feet
Mast Arm Length:	8 feet
Setback from FC:	3 feet
Luminaire Spacing:	165 feet
Luminaire LLF (Total):	0.9
Luminaire Pattern:	One Row Near Side
Road Model:	IES RP8 – 2 Lanes in Direction of Travel
Road Type:	Local
Ped Conflict	Low/Residential
Road Surface	R3

Design Attribute	Criteria
Minimum Average Illuminance	0.35 fc
Maximum Illuminance Uniformity (Ave/Min)	6:1
Minimum Average Luminance	0.3 cd/m <sup>2</sup>
Maximum Luminance Uniformity (Ave/Min)	6:1
Maximum Luminance Uniformity (Max/Min)	10:1
Maximum Veiling Luminance Ratio (Lvmax/Lavg)	0.4:1
IES Distribution	Type II or Best Fit
Color Temperature	3000K
Maximum Fixture BUG Rating	B1-U0-G1



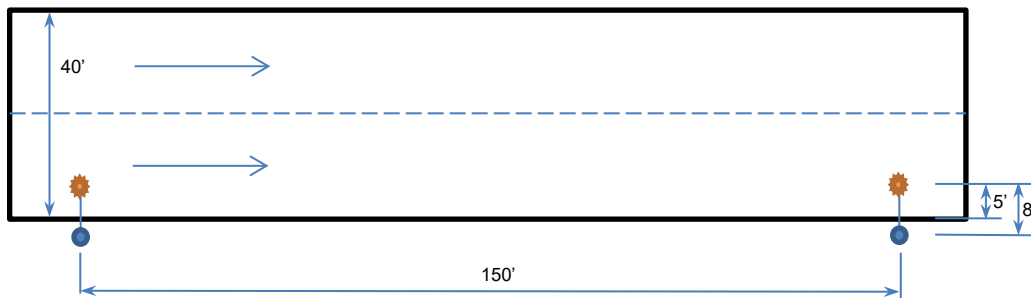
Design Criteria Based on Roadway Lighting Design Guide, AASHTO Publication GL-6, 2018

# Standard Luminaire Design Criteria

## 200WEQ Luminaire – Arterial

Attribute	Design Assumption
Road Width:	40 feet
Luminaire Height:	30 feet
Mast Arm Length:	8 feet
Setback from FC:	3 feet
Luminaire Spacing:	150 feet
Luminaire LLF (Total):	0.9
Luminaire Pattern:	One Row Near Side
Road Model:	IES RP8 – 2 Lanes in Direction of Travel
Road Type:	Collector
Ped Conflict	Medium/Intermediate
Road Surface	R3

Design Attribute	Criteria
Minimum Average Illuminance	0.75 fc
Maximum Illuminance Uniformity (Ave/Min)	4:1
Minimum Average Luminance	0.6 cd/m <sup>2</sup>
Maximum Luminance Uniformity (Ave/Min)	3.5:1
Maximum Luminance Uniformity (Max/Min)	6:1
Maximum Veiling Luminance Ratio (Lvmax/Lavg)	0.4:1
IES Distribution	Type II or Best Fit
Color Temperature	3700K to 4300K
Maximum Fixture BUG Rating	B2-U0-G2



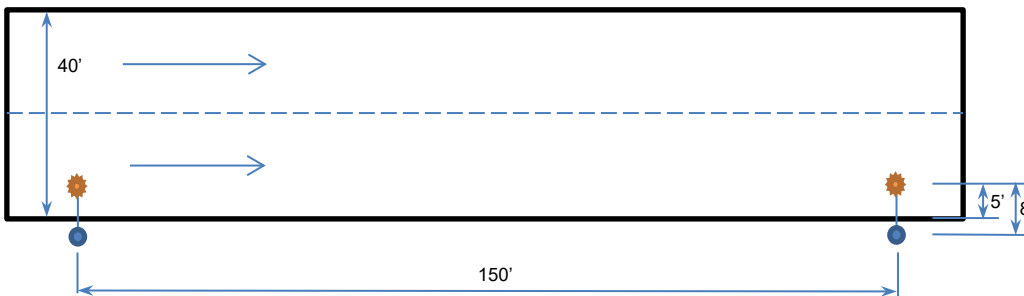
Design Criteria Based on Roadway Lighting Design Guide, AASHTO Publication GL-6, 2018

# Standard Luminaire Design Criteria

## 250WEQ Luminaire – Arterial

Attribute	Design Assumption
Road Width:	40 feet
Luminaire Height:	40 feet
Mast Arm Length:	8 feet
Setback from FC:	3 feet
Luminaire Spacing:	150 feet
Luminaire LLF (Total):	0.9
Luminaire Pattern:	One Row Near Side
Road Model:	IES RP8 – 2 Lanes in Direction of Travel
Road Type:	Collector
Ped Conflict	Medium/Intermediate
Road Surface	R3

Design Attribute	Criteria
Minimum Average Illuminance	0.75 fc
Maximum Illuminance Uniformity (Ave/Min)	4:1
Minimum Average Luminance	0.6 cd/m <sup>2</sup>
Maximum Luminance Uniformity (Ave/Min)	3.5:1
Maximum Luminance Uniformity (Max/Min)	6:1
Maximum Veiling Luminance Ratio (Lvmax/Lavg)	0.4:1
IES Distribution	Type II or Best Fit
Color Temperature	3700K to 4300K
Maximum Fixture BUG Rating	B2-U0-G2



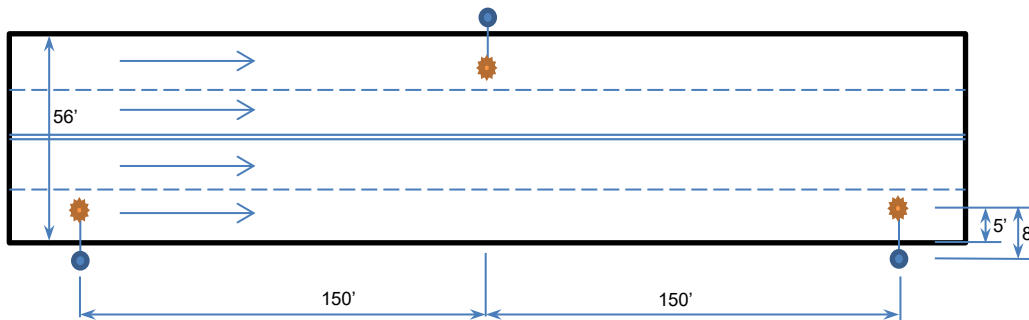
Design Criteria Based on Roadway Lighting Design Guide, AASHTO Publication GL-6, 2018

# Standard Luminaire Design Criteria

## 400WEQ Luminaire – Arterial

Attribute	Design Assumption
Road Width:	56 feet
Luminaire Height:	40 feet
Mast Arm Length:	8 feet
Setback from FC:	3 feet
Luminaire Spacing:	300 feet/side - 150 feet staggered
Luminaire LLF (Total):	0.9
Luminaire Pattern:	Two Rows - Staggered
Road Model:	IES RP8 – 4 Lanes in Direction of Travel
Road Type:	Major Arterial/Other Principal Arterials
Ped Conflict	Medium/Intermediate
Road Surface	R3

Design Attribute	Criteria
Minimum Average Illuminance	1.15 fc
Maximum Illuminance Uniformity (Ave/Min)	3:1
Minimum Average Luminance	0.9 cd/m <sup>2</sup>
Maximum Luminance Uniformity (Ave/Min)	3:1
Maximum Luminance Uniformity (Max/Min)	5:1
Maximum Veiling Luminance Ratio (Lvmax/Lavg)	0.3:1
IES Distribution	Type III or Best Fit
Color Temperature	3700K to 4300K
Maximum Fixture BUG Rating	B3-U0-G3



Design Criteria Based on Roadway Lighting Design Guide, AASHTO Publication GL-6, 2018

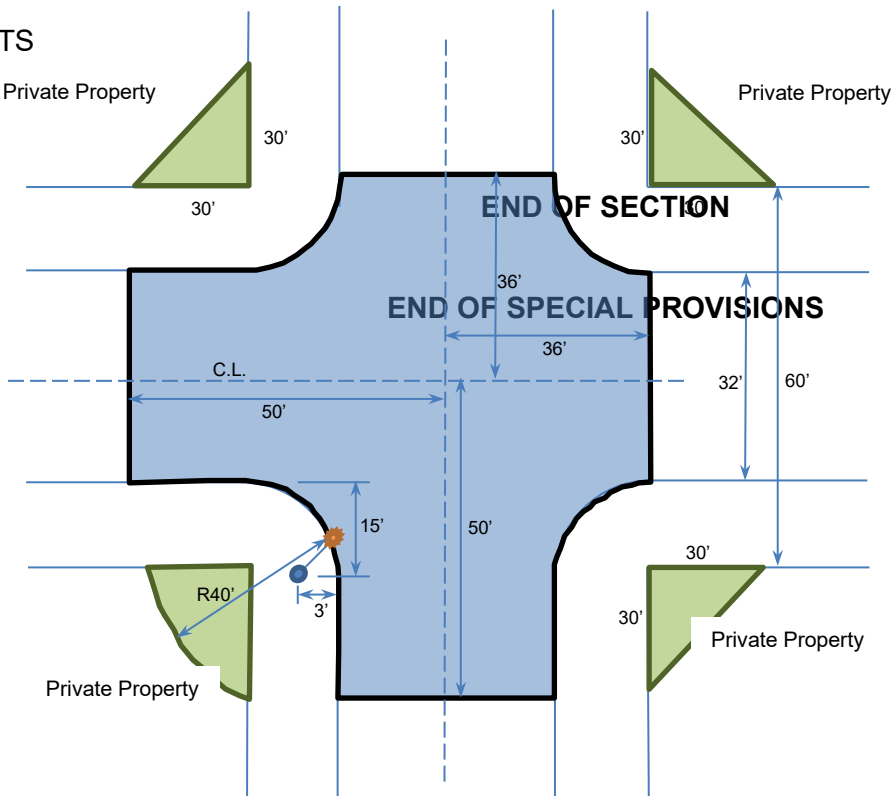
# Standard Luminaire Design Criteria

## Res-45 Luminaire - Residential Residential Intersection at 45° Angle

Attribute	Design Assumption
Road/Luminaire Layout:	See Below
Luminaire Height:	30 feet
Mast Arm Length:	8 feet at 45° Angle
Setback from FC:	3 feet, 15 feet
Luminaire LLF (Total):	0.9
Road Type:	Local
Ped Conflict	Low/Residential
Road Surface	R3

Design Attribute	Criteria
Minimum Average Illuminance	0.35 fc
Maximum Illuminance Uniformity (Ave/Min)	6:1
IES Distribution	Type IV, V, or Best Fit
Color Temperature	3000K
Maximum Fixture BUG Rating	B3-U0-G1

NTS



Fixture should be best fit for illuminating the focus area while allowing minimal light trespass onto private property as described below:

Light trespass onto private property above 0.2 fc is acceptable only in shaded areas.

Light trespass onto private property beyond shaded area shall not exceed 0.2 fc.



**APPENDIX A**

**CITY OF TACOMA**

**and**

**WSDOT STANDARD PLANS**

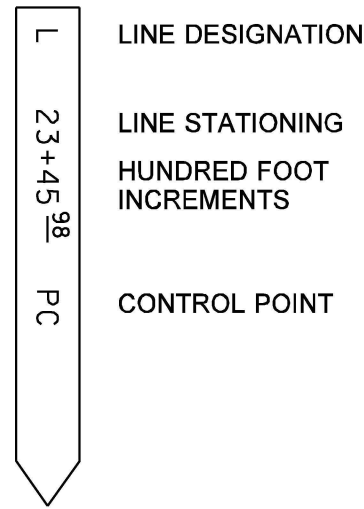
**\*\*\* Note Standard plans and websites provided below are for contractor convenience. Additional standard plans may be required to construct the project. \*\*\***

**COT Standard Plans Website:**

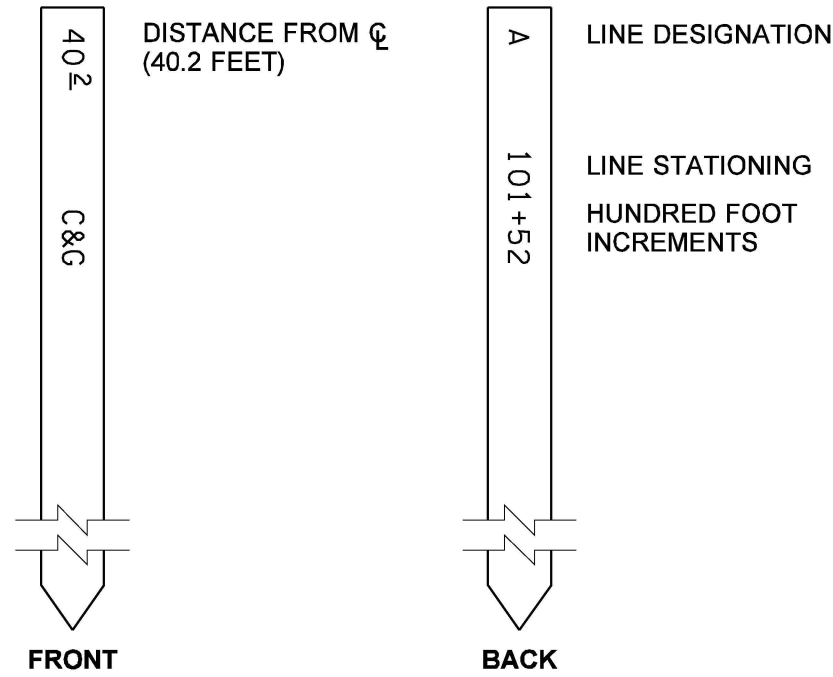
**[https://www.cityoftacoma.org/government/city\\_departments/public\\_works/engineering/standard\\_plans\\_and\\_g\\_i\\_s\\_typical\\_details](https://www.cityoftacoma.org/government/city_departments/public_works/engineering/standard_plans_and_g_i_s_typical_details)**

**WSDOT Standard Plans Website:**

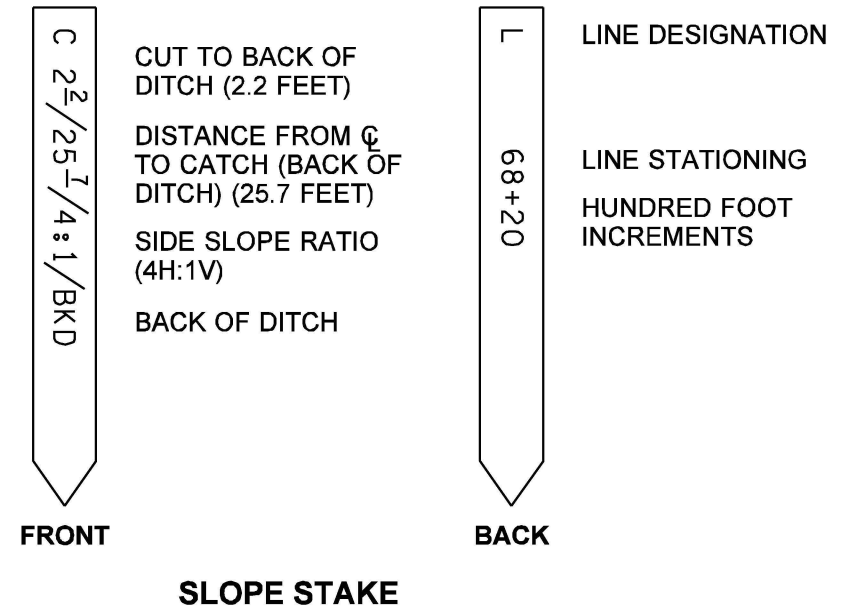
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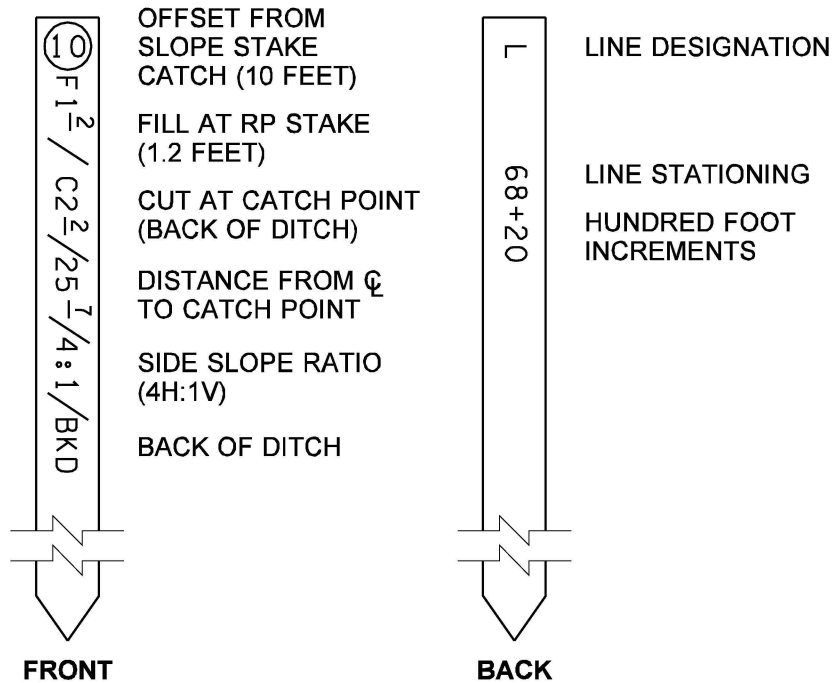
**ALIGNMENT STAKE**  
STAKE EVERY 100 FEET ON TANGENTS,  
EVERY 25 FEET ON CURVES



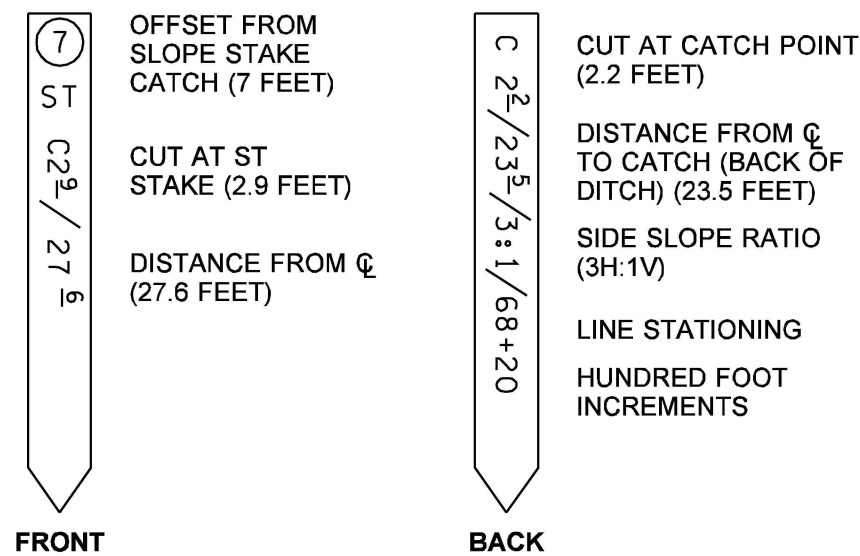
**CLEARING/GRUBBING (C&G) LATH**  
STAKE AT EACH FULL STATION,  
100 FEET ON TANGENTS,  
EVERY 25 FEET ON CURVES.  
NO HUB NECESSARY.



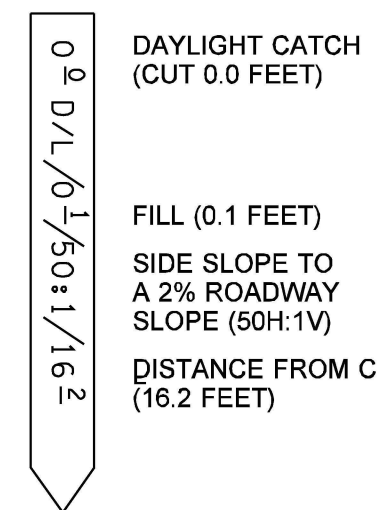
**SLOPE STAKE**



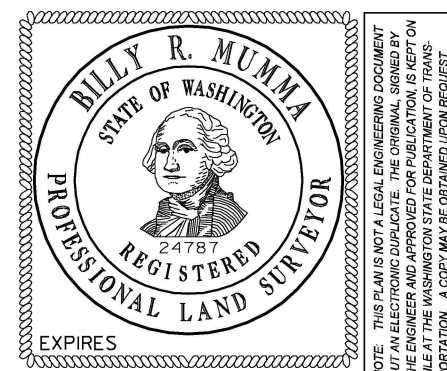
**LATH FOR SLOPE REFERENCES**



**SLOPE TREATMENT (ST) STAKE  
FOR CUT SECTIONS**



**DAYLIGHT (D/L) STAKE**



**SURVEY STAKES**

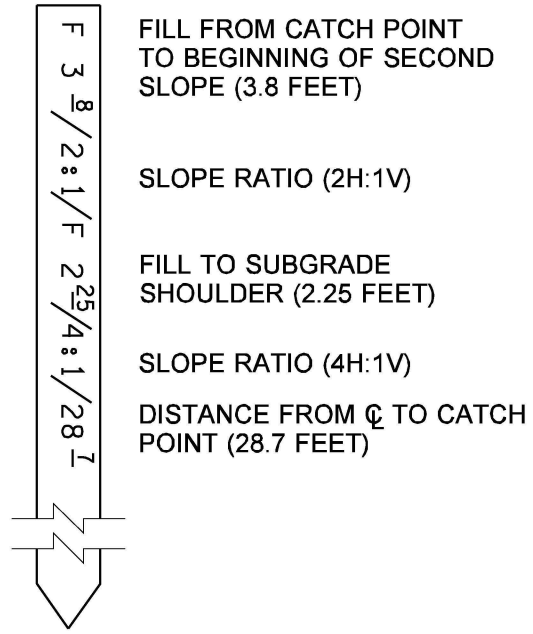
**STANDARD PLAN A-10.10-00**

SHEET 1 OF 2 SHEETS

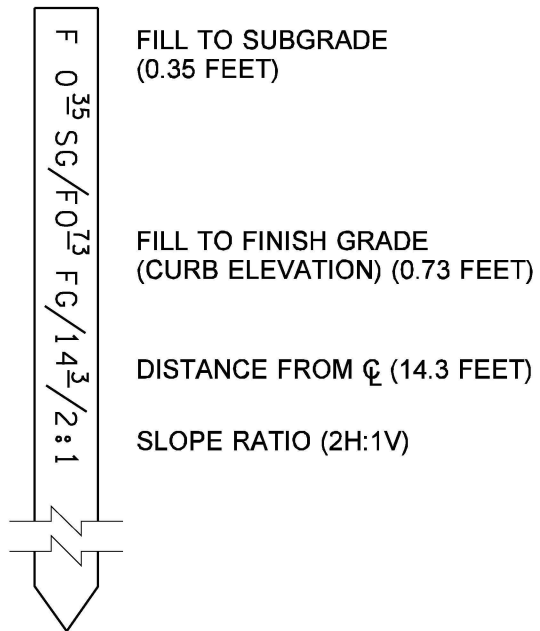
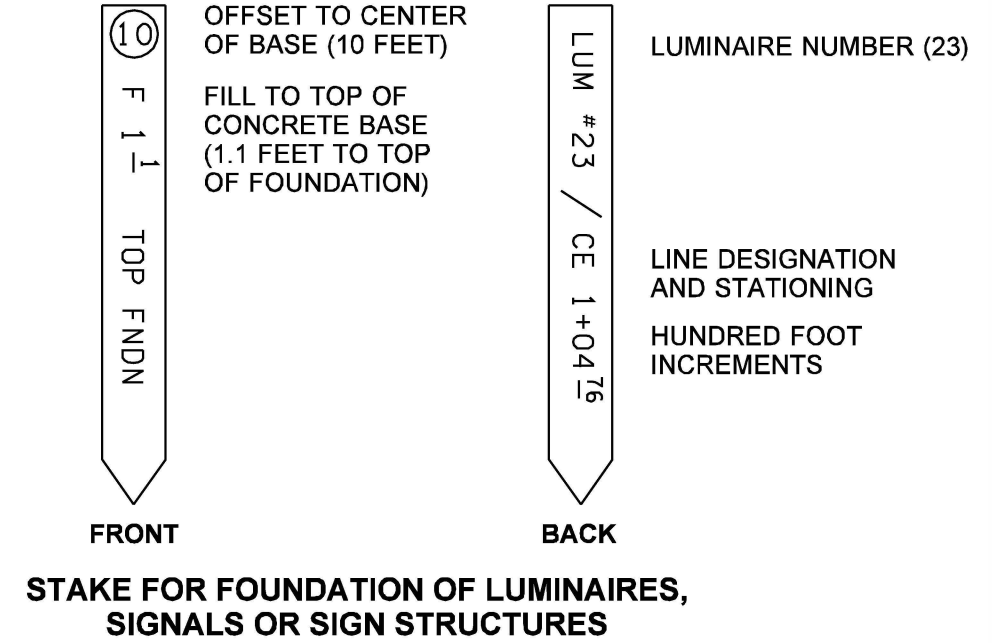
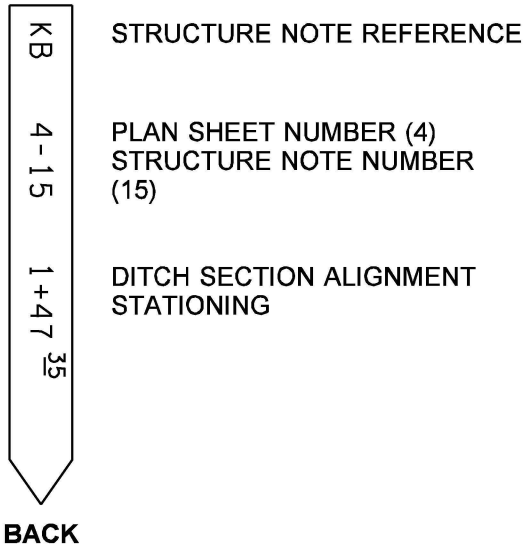
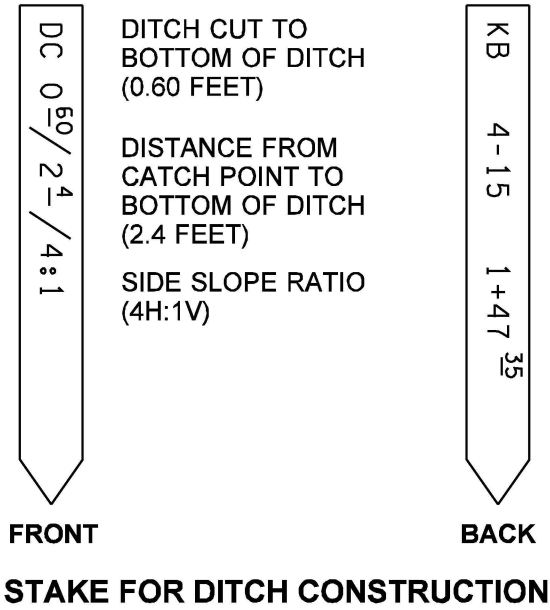
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 08-07-07

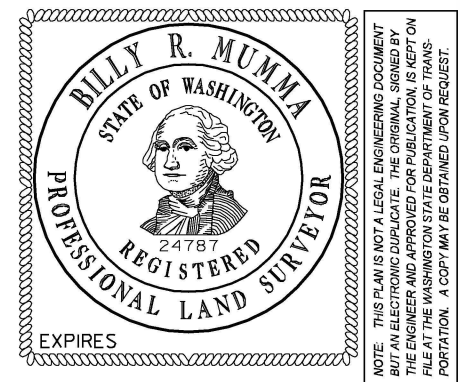
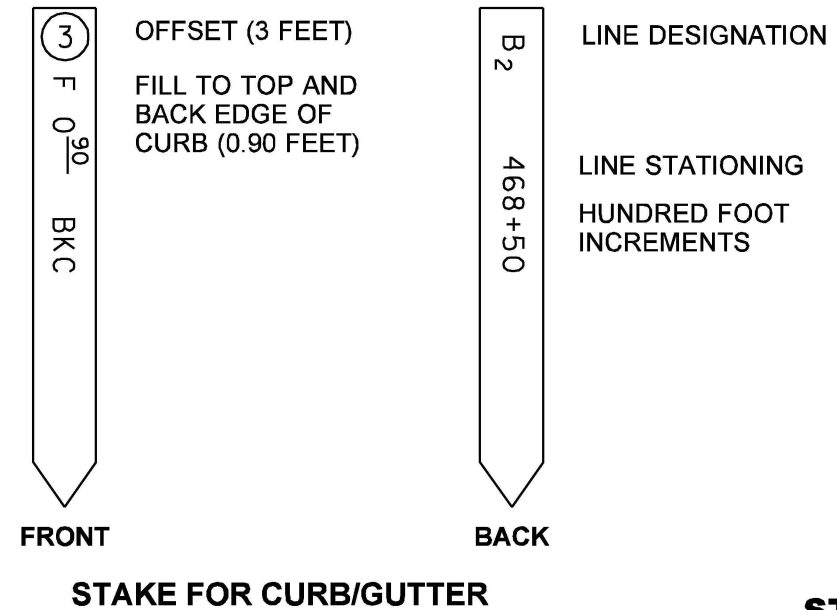
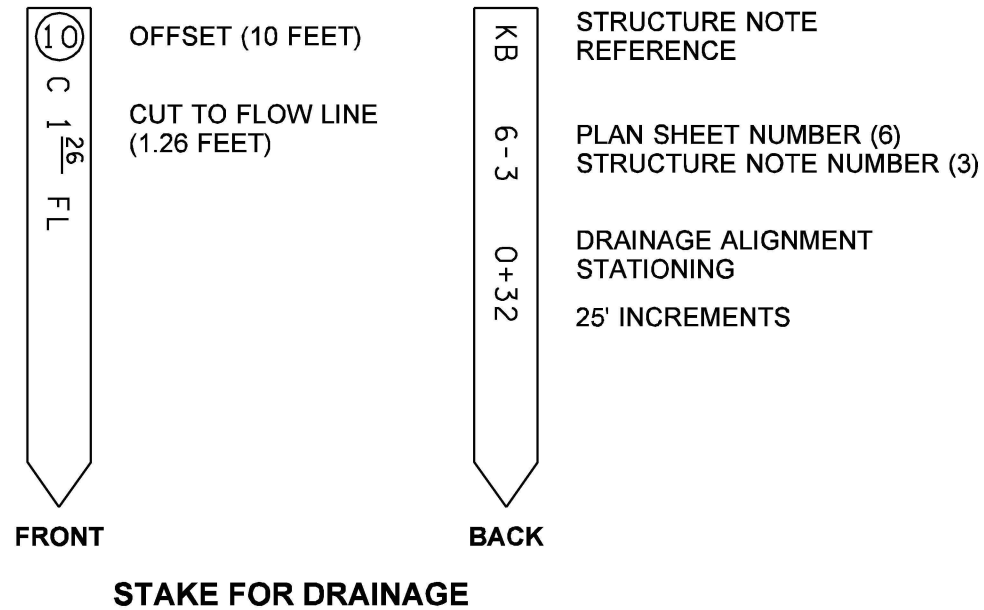
STATE DESIGN ENGINEER DATE



COMPOUND SLOPE LATH



SLOPE LATH FOR CURB SECTION



SURVEY STAKES

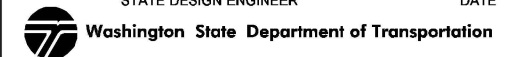
STANDARD PLAN A-10.10-00

SHEET 2 OF 2 SHEETS

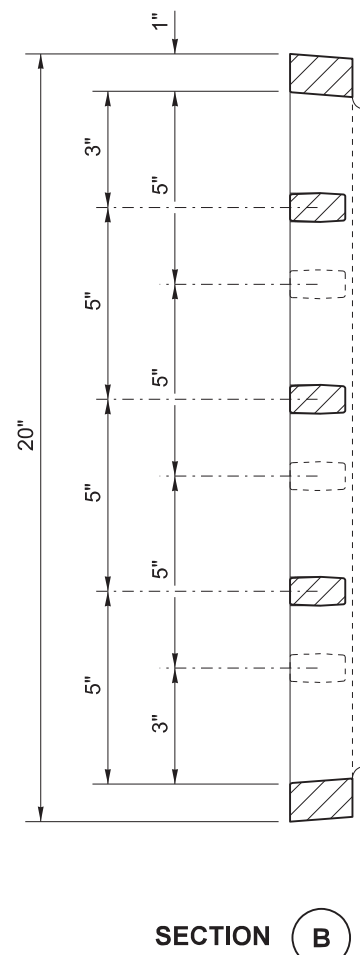
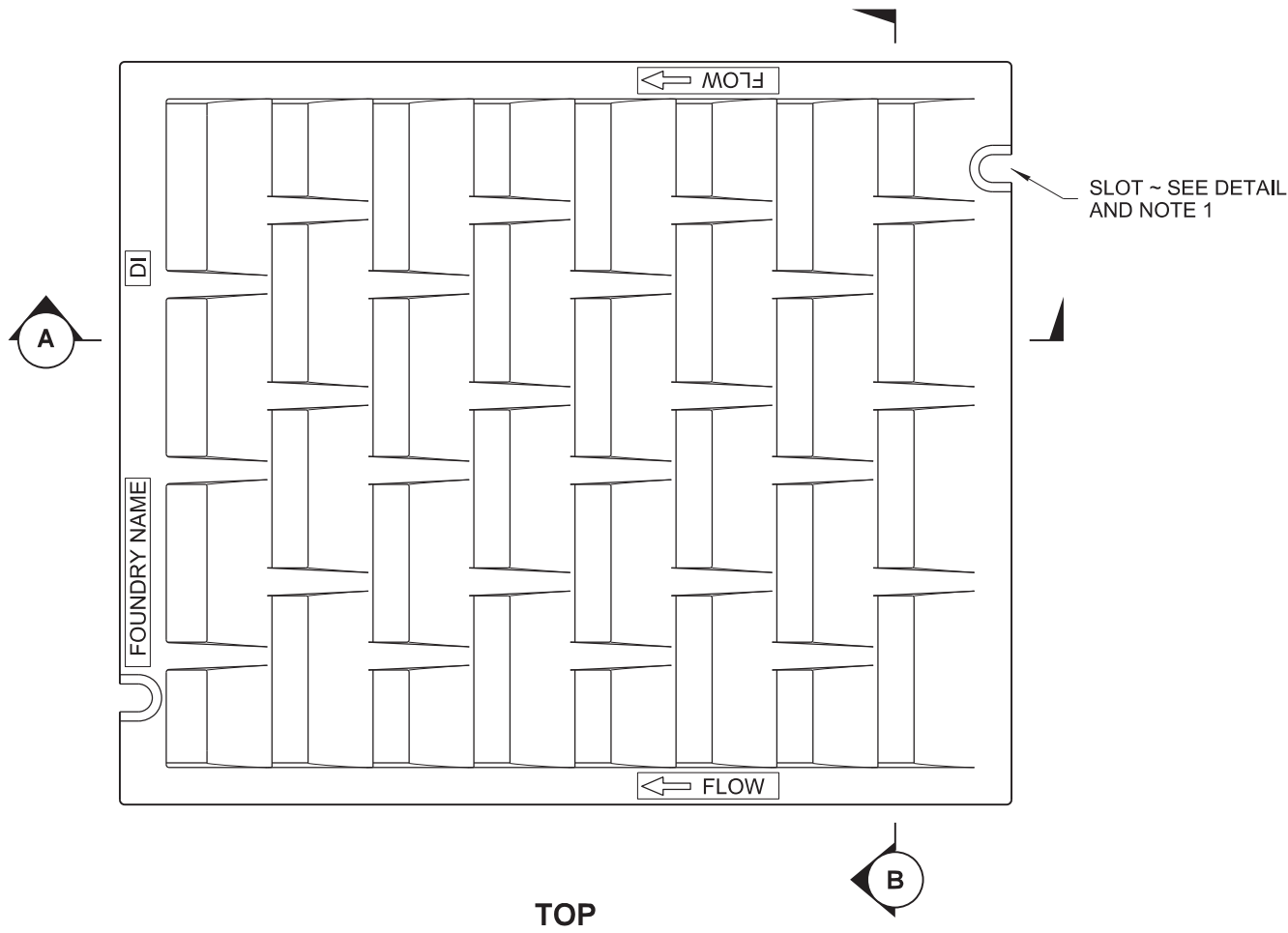
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Pasco Bakotich III 08-07-07

STATE DESIGN ENGINEER DATE

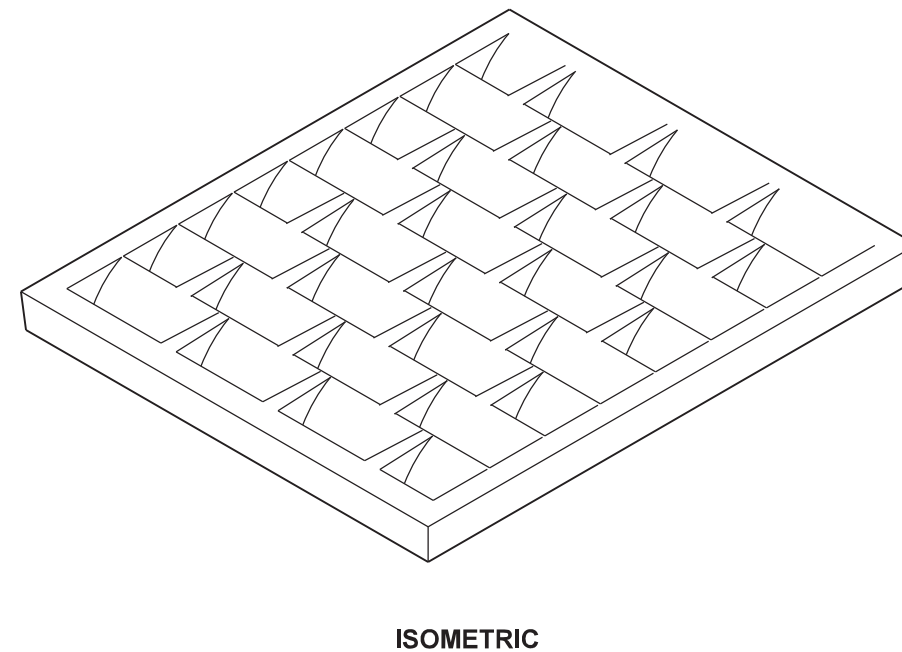
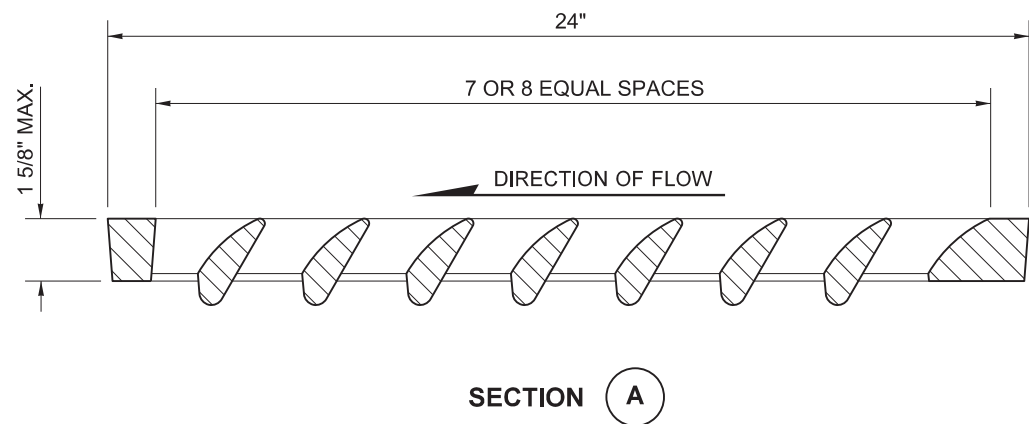
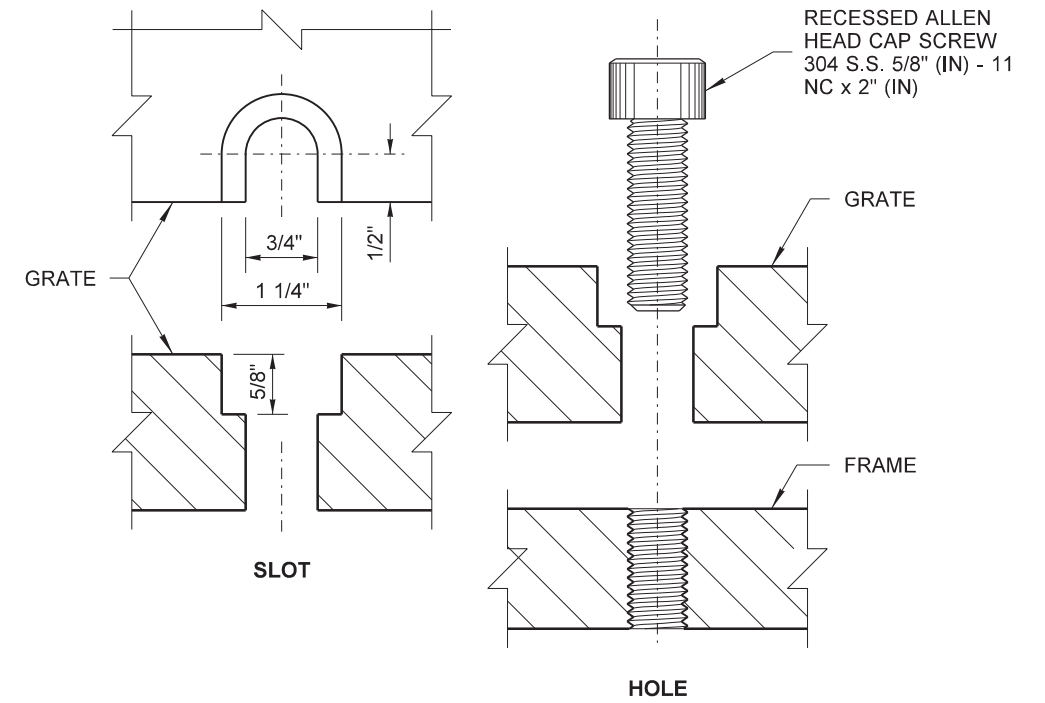


DRAWN BY: FERN LIDDELL



NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



Heilman, Julie  
Feb 20 2018 12:54 PM

**RECTANGULAR VANED GRATE**  
**STANDARD PLAN B-30.30-03**

SHEET 1 OF 1 SHEET

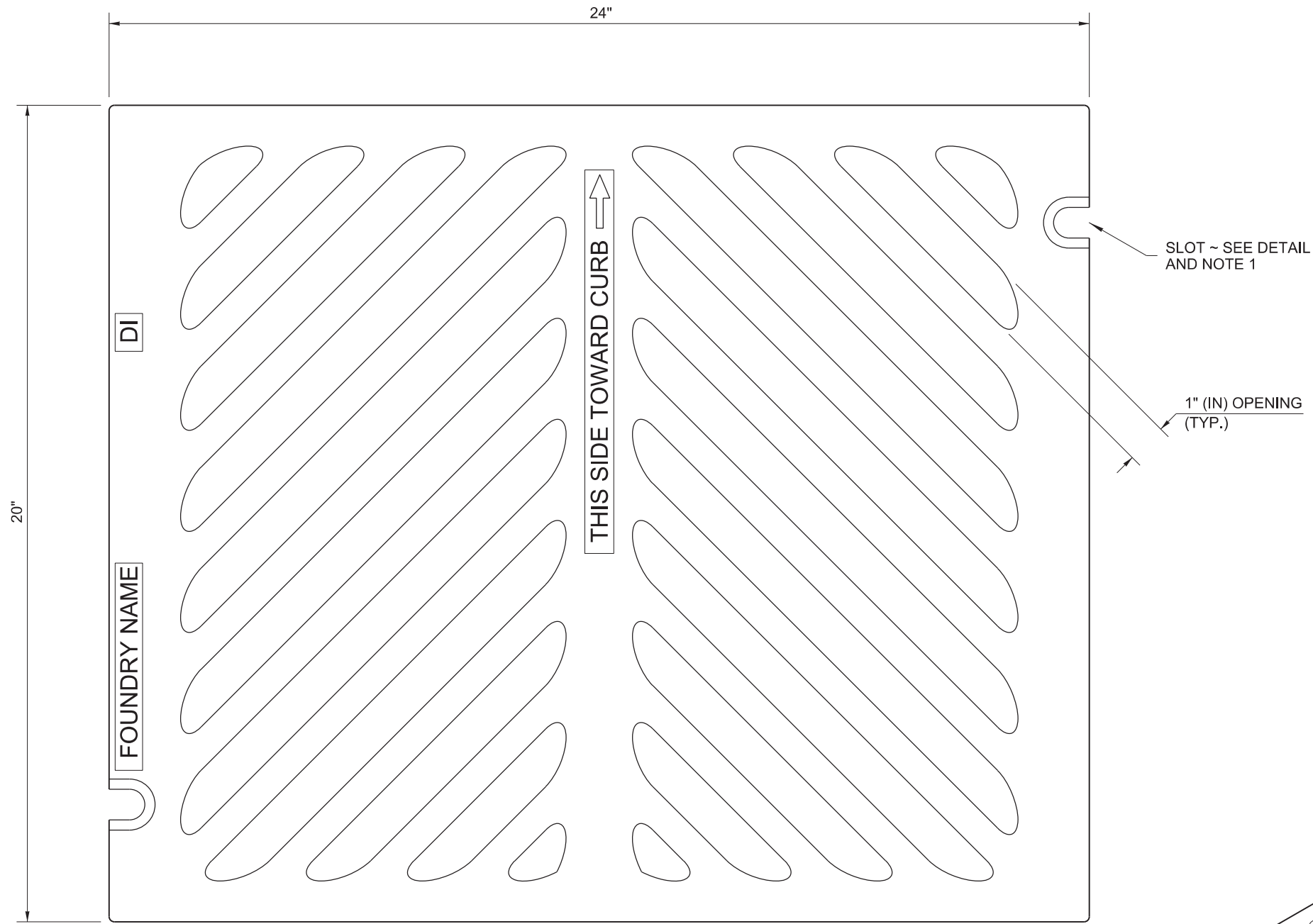
APPROVED FOR PUBLICATION

Carpenter, Jeff  
Feb 27 2018 7:58 AM

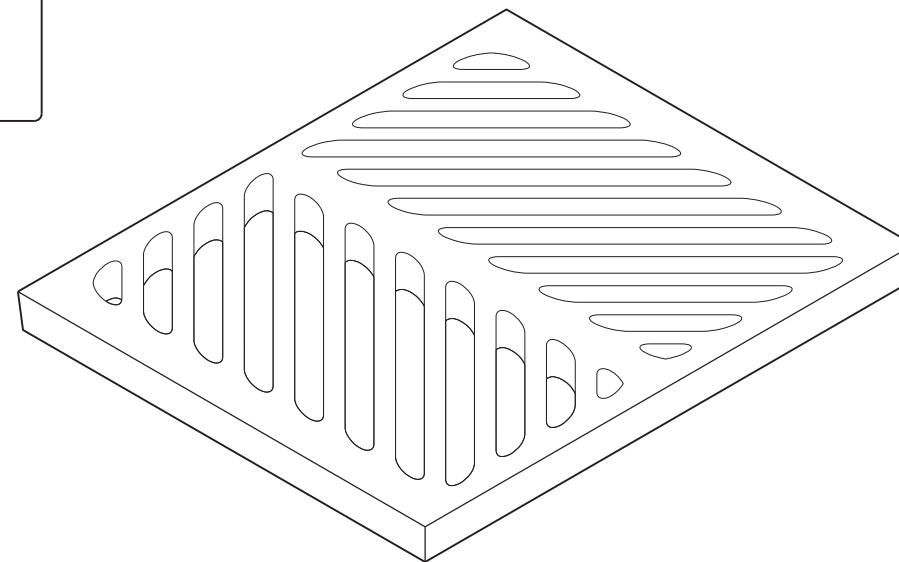
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DRAWN BY: FERN LIDDELL



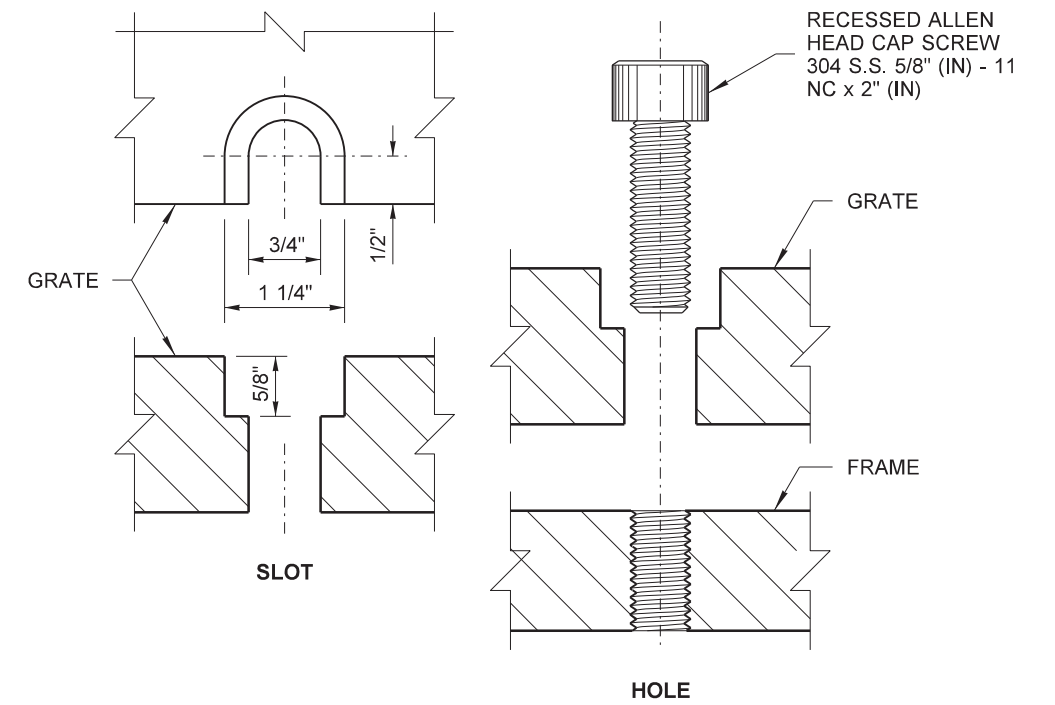
TOP



ISOMETRIC

NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification section 9-05.15**, and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.
4. The thickness of the grate shall not exceed 1 5/8" (in).



BOLT-DOWN DETAILS  
SEE NOTE 1



Julie Heilman  
Heilman, Julie  
Feb 20 2018 12:55 PM

**RECTANGULAR  
HERRINGBONE GRATE**

**STANDARD PLAN B-30.50-03**

SHEET 1 OF 1 SHEET

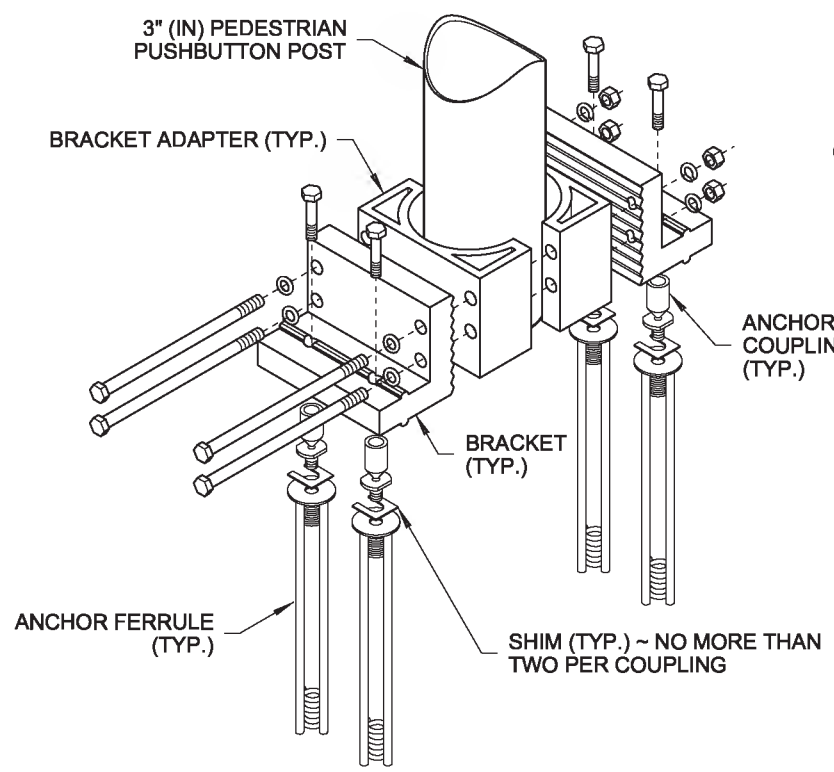
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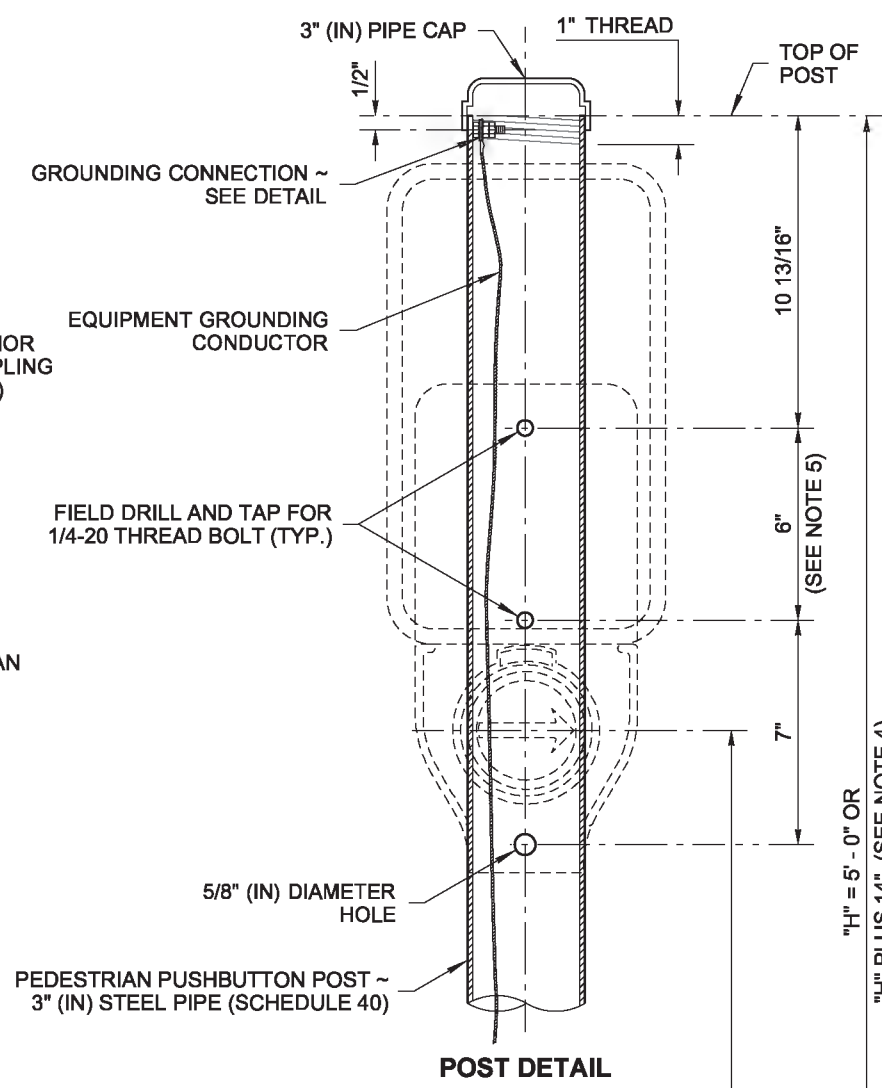
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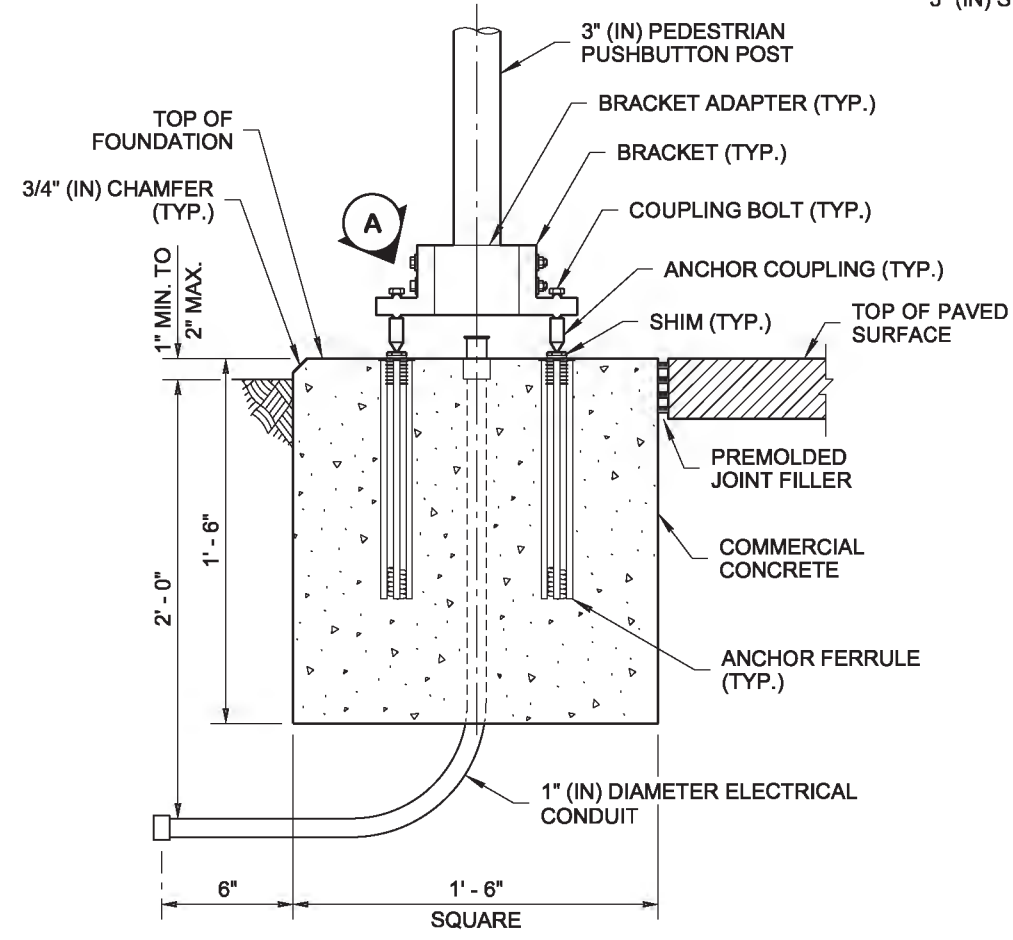
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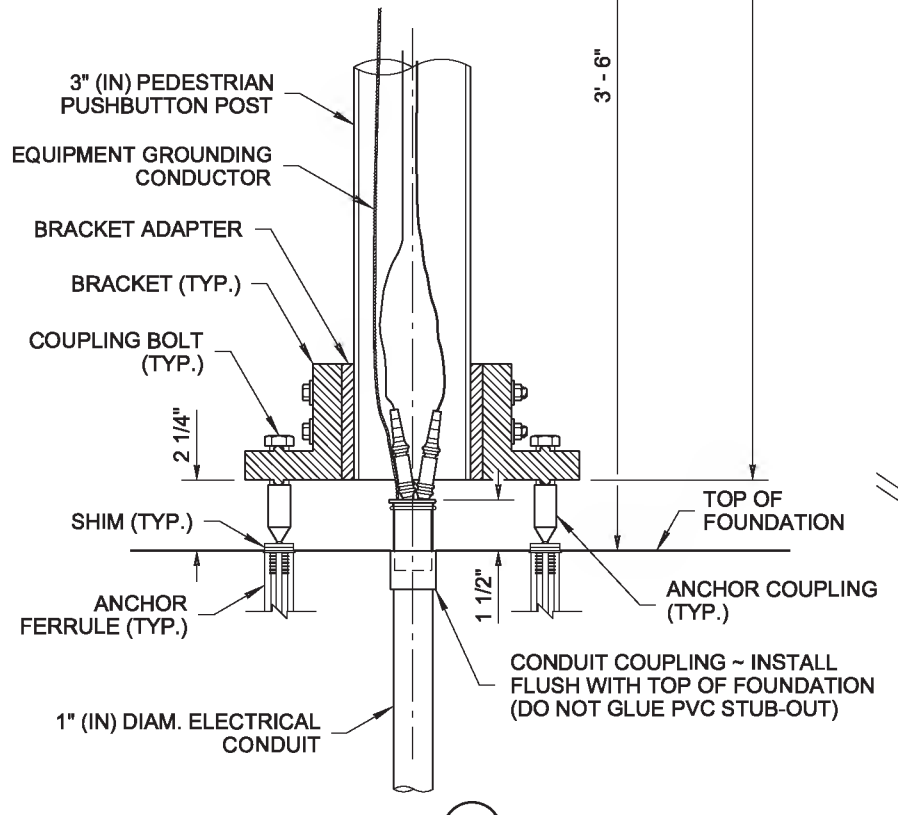
**EXPLODED VIEW  
BREAKAWAY BASE CONNECTOR**  
(SEE NOTE 1)



**POST DETAIL**



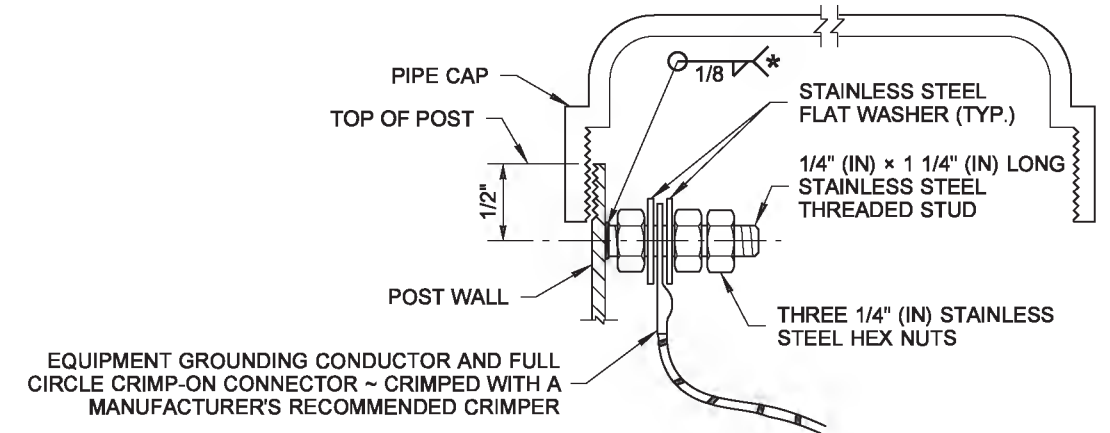
**FOUNDATION DETAIL**



**DETAIL A**

**NOTES**

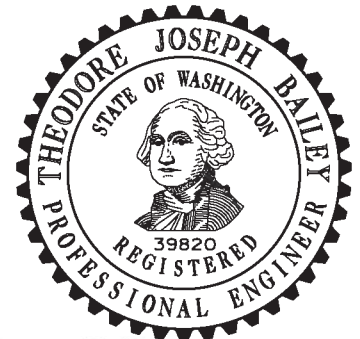
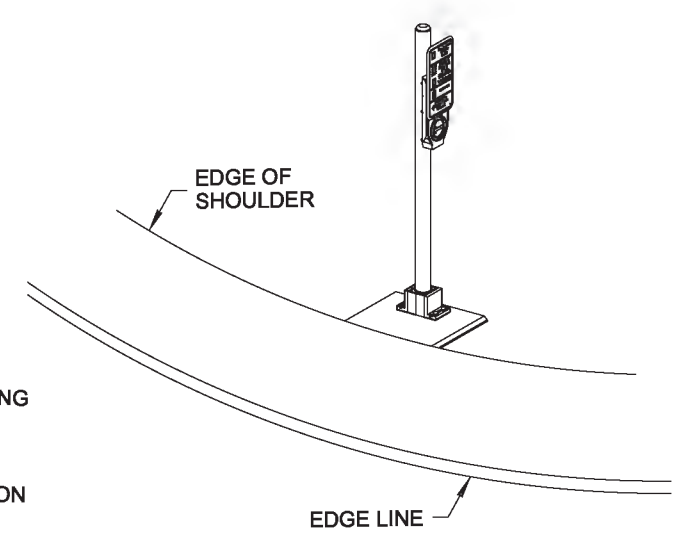
1. See **Standard Specification 9-06.16** for Breakaway Base Connection details. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The Breakaway Base Connection details are only shown on this plan to illustrate how parts are assembled.
2. See **Standard Plan J-20.26** for Accessible Pedestrian Pushbutton details.
3. Secure conductor in adjacent Junction Box per detail in **Standard Plan J-28.70**.
4. Where shown in the plans, install plaque (R10-32P) "PUSH BUTTON FOR 2 SECONDS FOR EXTRA CROSSING TIME" above the Accessible Pedestrian Signal (APS) assembly. Add 14" (in) to post height to accommodate plaque and leave a 2" (in) space between signs.
5. Mounting distances vary between manufacturers. See manufacturer's recommendations for mounting information.
6. Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.



**GROUNDING CONNECTION DETAIL**

\* WELD STUD TO POLE WALL TO MAXIMUM EXTENT POSSIBLE ~ 1/2" (IN) MINIMUM WELD

CONFIGURATIONS VARY AMONG DIFFERENT MANUFACTURERS (SHOWN EXPLODED FOR CLARITY)



*Theodore Joseph Bailey* Bailey, Ted Jun 26 2014 4:25 PM

**ACCESSIBLE BREAKAWAY  
PEDESTRIAN PUSHBUTTON  
(PPB) POST**

**STANDARD PLAN J-20.15-03**

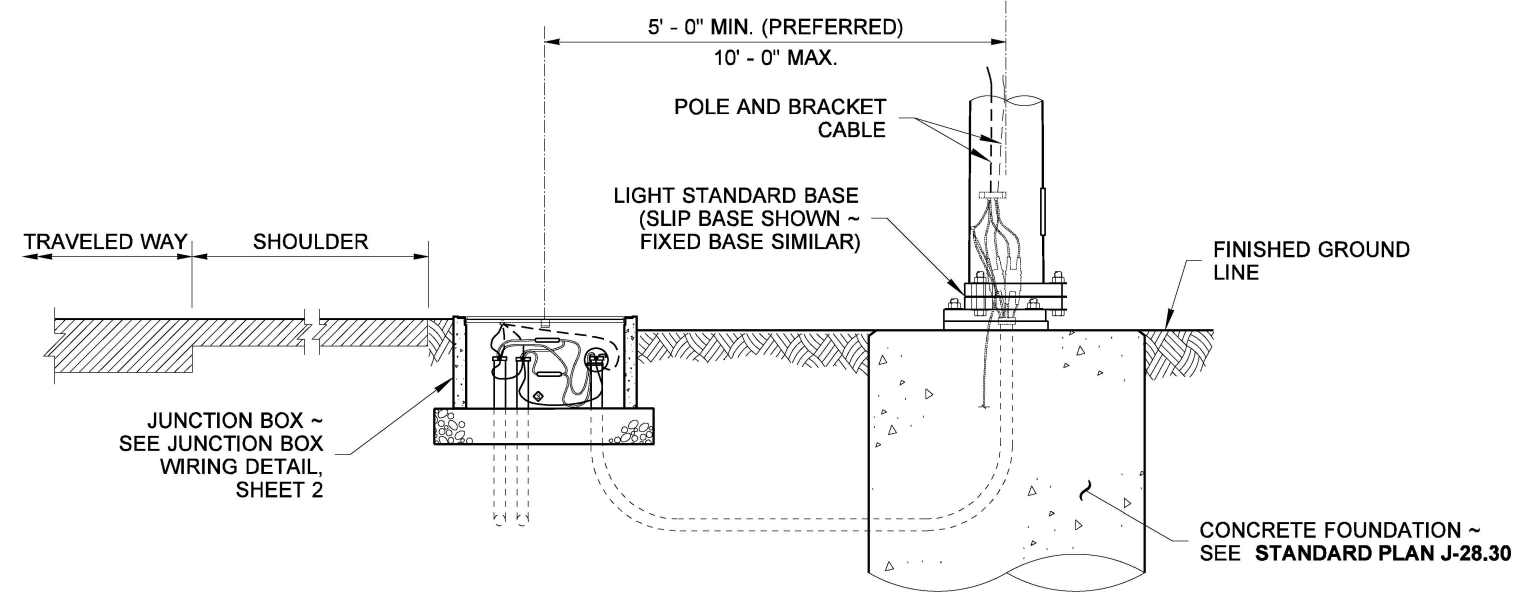
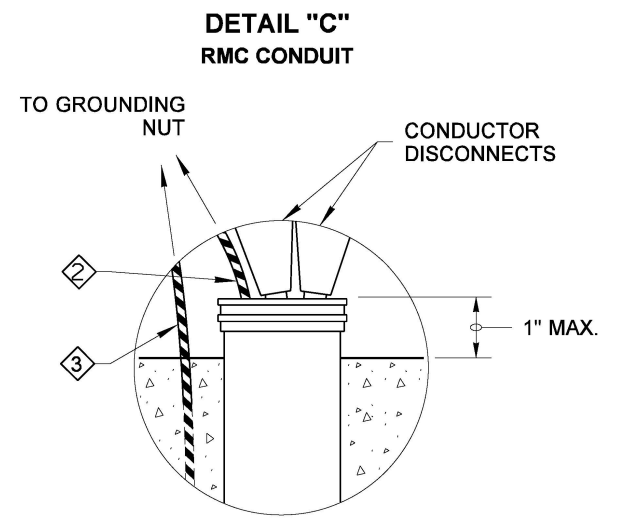
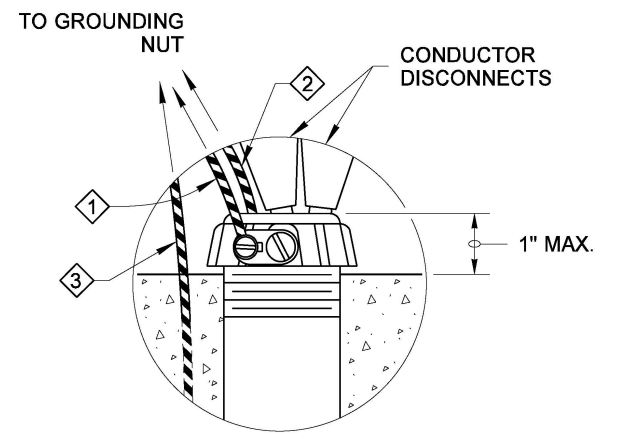
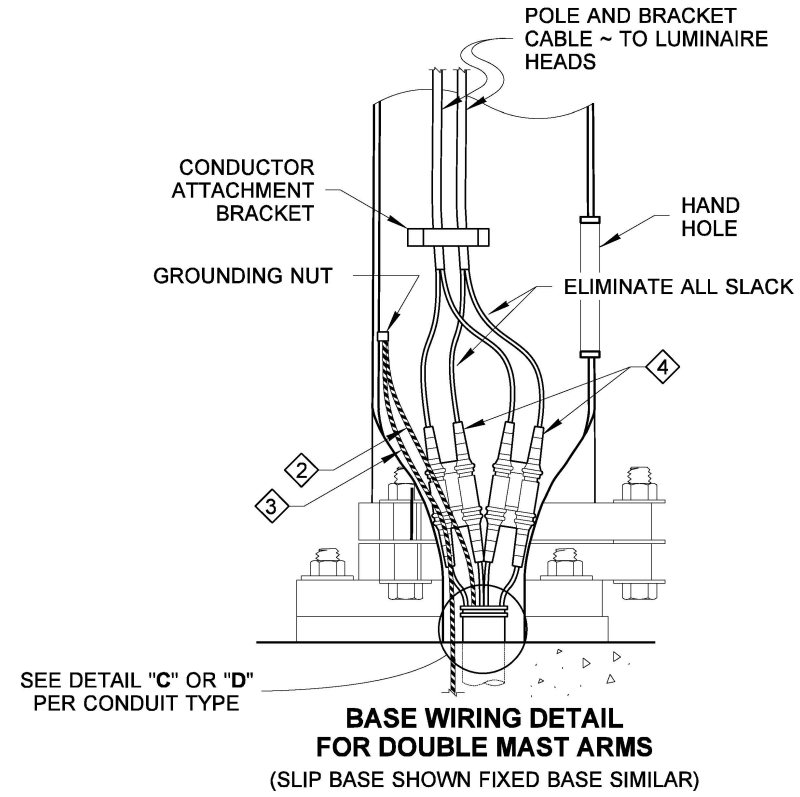
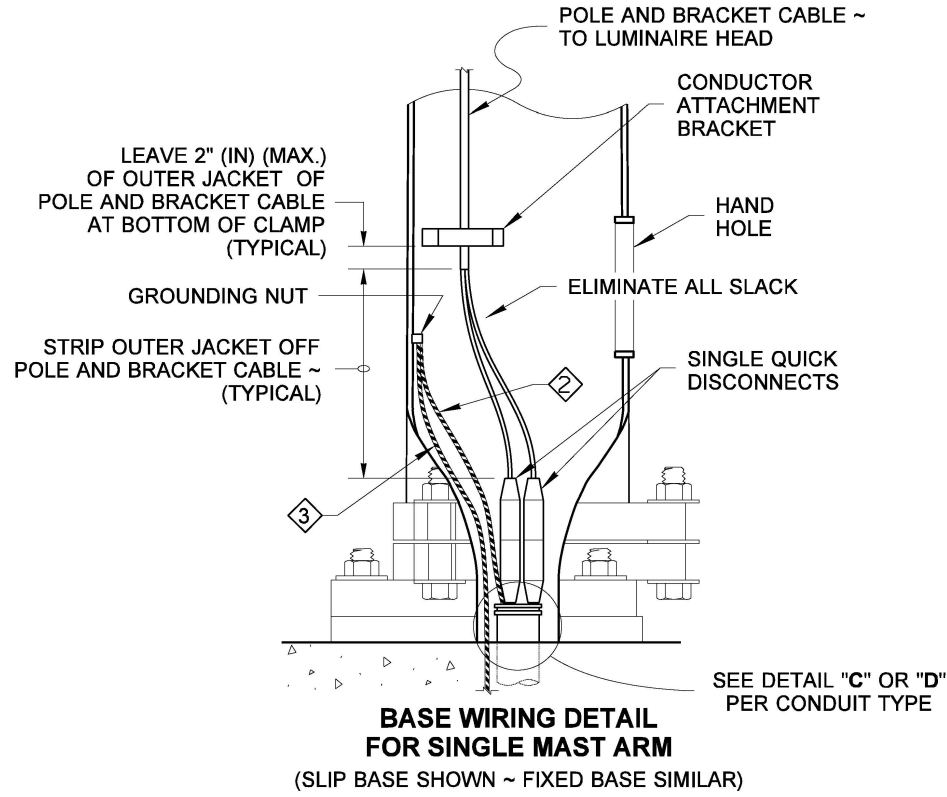
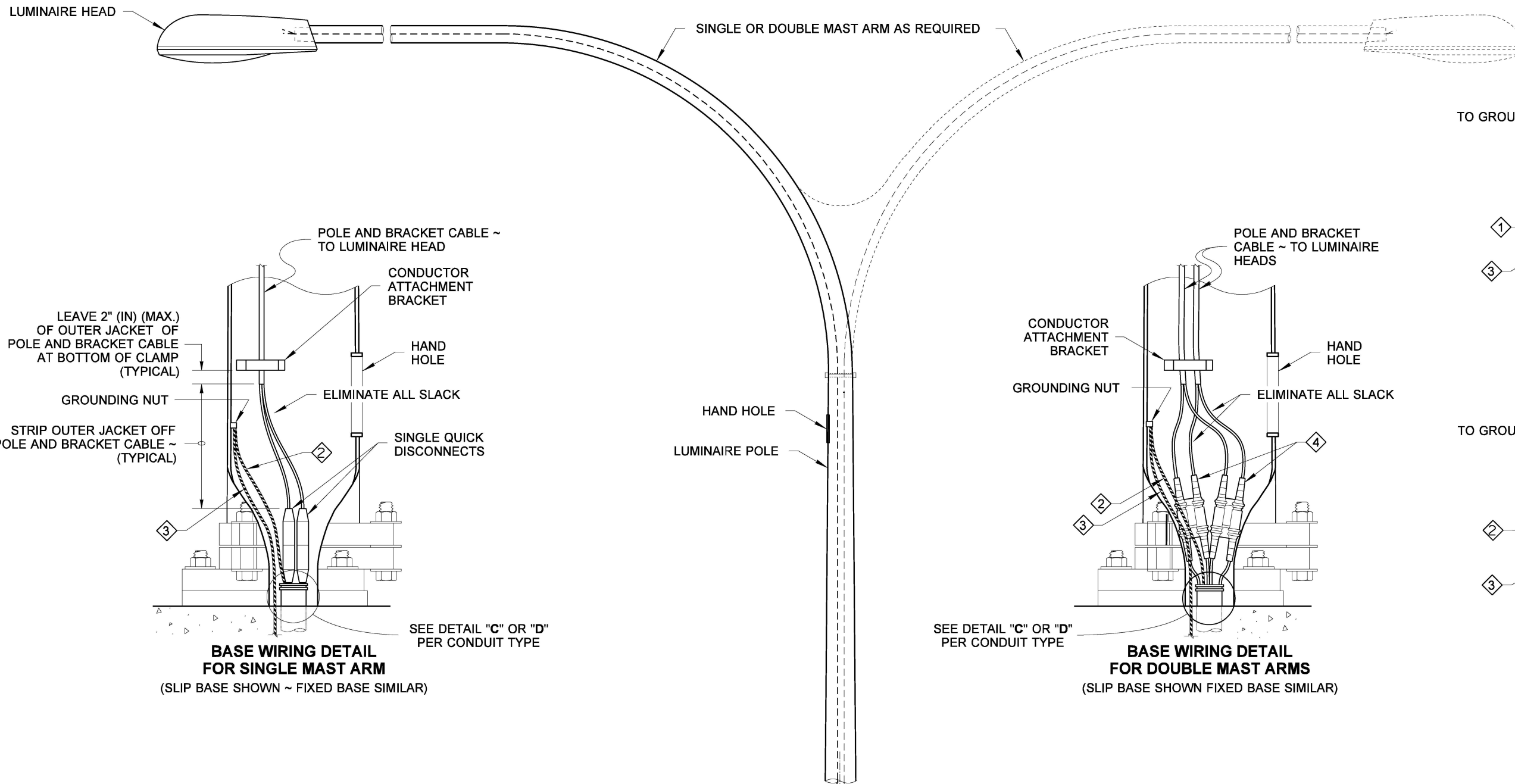
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

*Paula B. ...* Jun 30 2014 3:11 PM

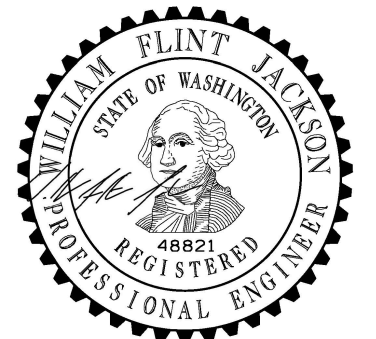
STATE DESIGN ENGINEER

Washington State Department of Transportation



TYPICAL LOCATION OF JUNCTION BOX AND FOUNDATION

- ① EQUIPMENT BONDING JUMPER ~ FROM RMC CONDUIT
- ② EQUIPMENT GROUNDING CONDUCTOR
- NOTE: ① AND ② MAY BE SAME WIRE
- ③ EQUIPMENT BONDING JUMPER ~ FROM FOUNDATION
- ④ DOUBLE QUICK DISCONNECTS ~ PULL DOWN TIGHT TO CONDUIT (SHOWN LEFT UP FOR CLARITY)



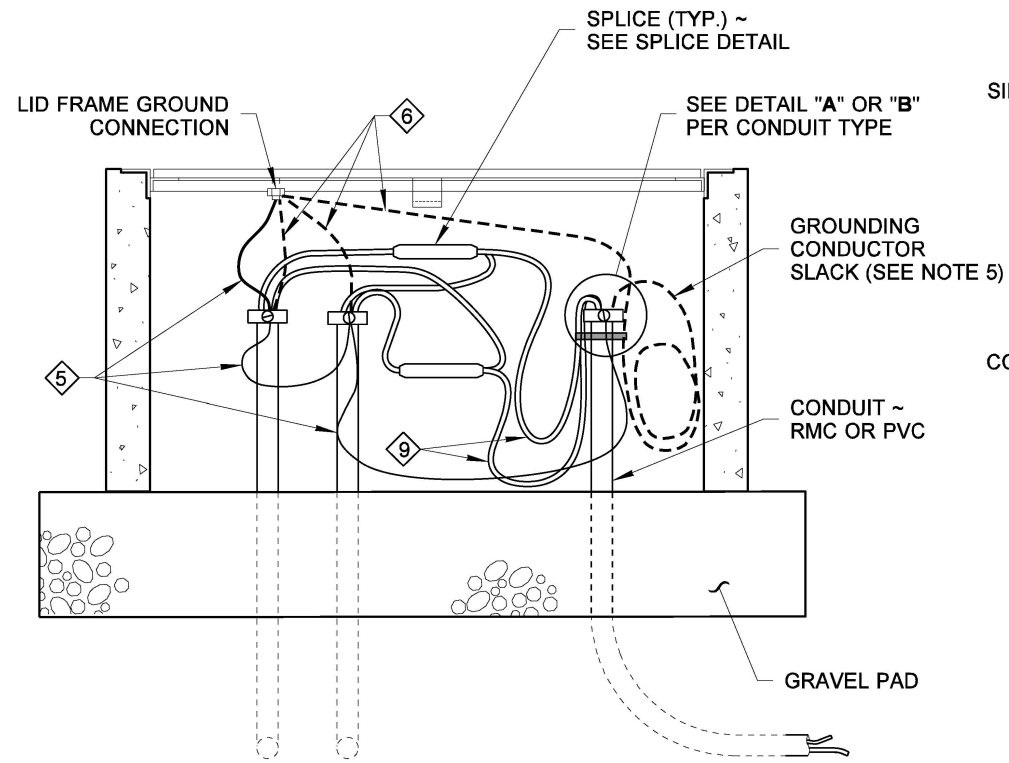
Aug 30, 2022

**STEEL LIGHT STANDARD WIRING DETAILS**

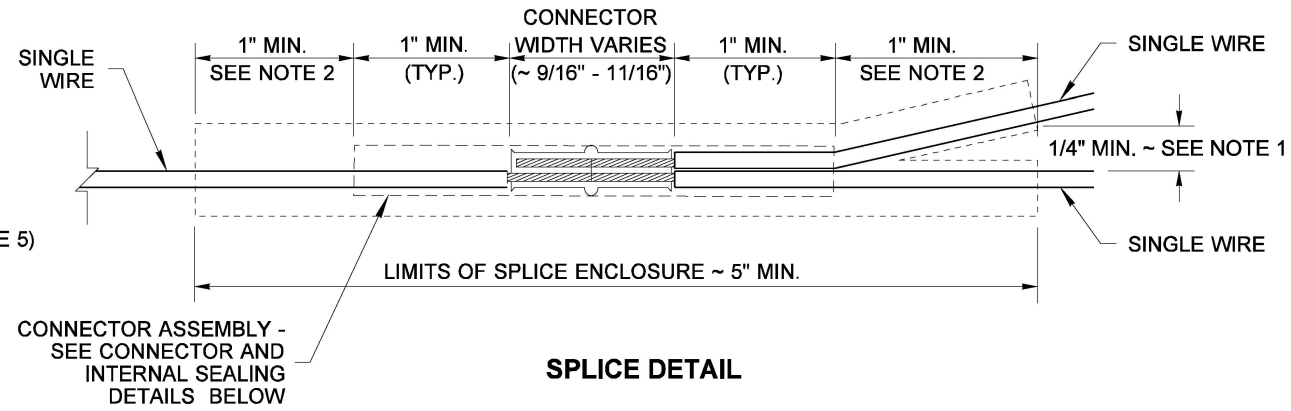
**STANDARD PLAN J-28.70-04**

SHEET 1 OF 2 SHEETS

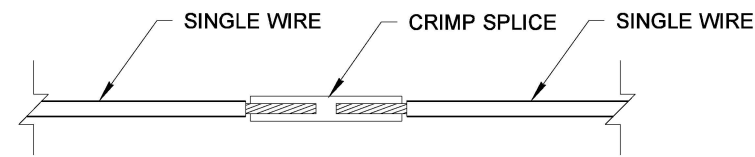
APPROVED FOR PUBLICATION  
*Mark Gaines*  
 Mark Gaines (Aug 30, 2022 11:22 PDT)  
 STATE DESIGN ENGINEER  
 Washington State Department of Transportation  
 Aug 30, 2022



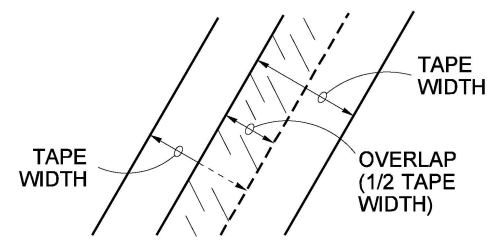
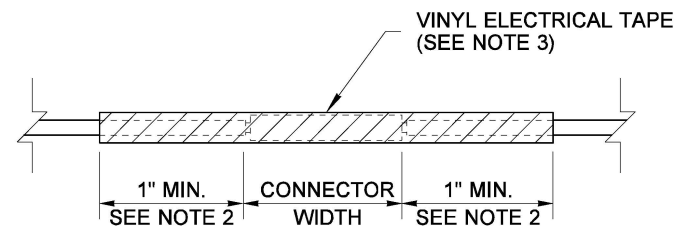
**JUNCTION BOX WIRING DETAIL**  
FOR GROUNDING REQUIREMENTS, SEE **STANDARD PLAN J-60.05**



**STEP 1 - CRIMP CONNECTION**



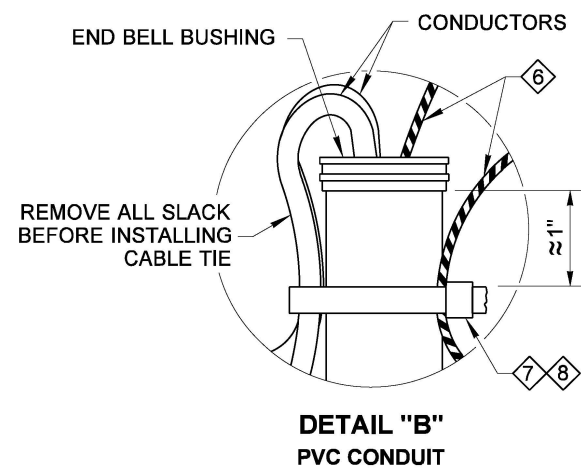
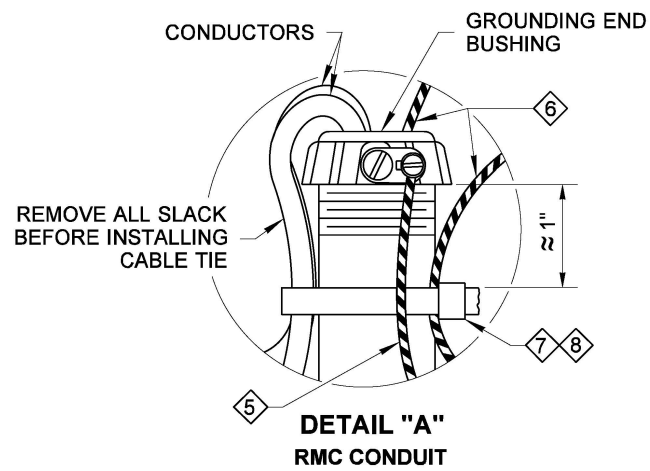
**STEP 2 - WRAP CONNECTION**



**TAPE OVERLAP DIAGRAM**

WHEN USING WRAPPED VINYL ELECTRICAL TAPE:  
- INSTALL TWO LAYERS OF SPIRAL WRAPPED TAPE.  
- EACH SPIRAL LAYER SHALL HAVE AN OVERLAP OF 1/2 OF THE TAPE WIDTH (SEE DIAGRAM ABOVE).

**CONNECTOR AND INTERNAL SEALING DETAILS**



- 5 EQUIPMENT BONDING JUMPER ~ FROM RMC CONDUIT  
NOTE: 5 AND 6 MAY BE SAME WIRE
- 6 EQUIPMENT GROUNDING CONDUCTOR
- 7 CABLE TIE ~ 120 POUND TENSILE STRENGTH, BLACK

- 8 APPLICATION FOR FIXED BASE SIMILAR, EXCEPT NO CABLE TIE IS REQUIRED AT JUNCTION BOX
- 9 24" (IN) MIN. SLACK REQUIRED TO ALLOW QUICK DISCONNECTS TO BE PULLED OUTSIDE HAND HOLE 6" (IN) MIN.

**NOTES**

1. Each wire shall be physically separated by at least 1/4" (in) so that sealing material can fill in between the wires; where heat shrink tubing is used for the outer splice enclosure, it shall meet one of the following requirements:
  - a. Have separate ports for each conductor ("WYE" or "X" shaped tubing). ~ or ~
  - b. Have rubber electrical mastic tape wrapped around each conductor to ensure a weather-proof seal. See Rubber Electrical Mastic Tape Installation Detail, **Standard Plan J-50.05**.
2. Where heat shrink tubing is used, it shall extend a minimum of one inch onto the original wire insulation for each wire in the splice. Rigid splice enclosures shall be centered over the crimped connection.
3. Electrical tape used in splicing applications shall be 3/4" (in) wide, be UL listed under UL 510, and be CSA Certified under C22.2 NO. 197-M1983.
4. Crimp splices shall be installed with an approved crimping tool for the type and size of crimp splice used. Pliers and similar multi-purpose tools may not be used.
5. The equipment grounding conductor connected to the light standard shall include 18 inches of slack on the pole side of the cable tie.



Aug 30, 2022

**STEEL LIGHT STANDARD WIRING DETAILS**

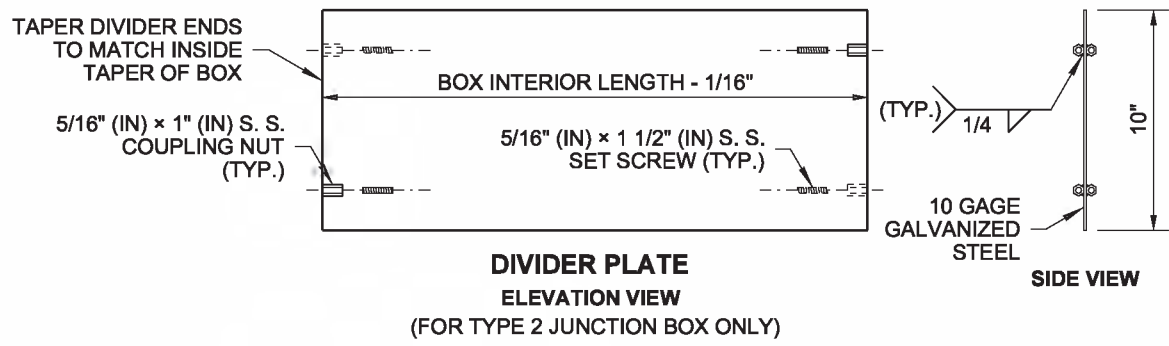
**STANDARD PLAN J-28.70-04**

SHEET 2 OF 2 SHEETS

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*Mark Gaines*  
 Mark Gaines (Aug 30, 2022 11:22 PDT)  
 STATE DESIGN ENGINEER  
 Aug 30, 2022  
 Washington State Department of Transportation



DRAWN BY: LISA CYFORD

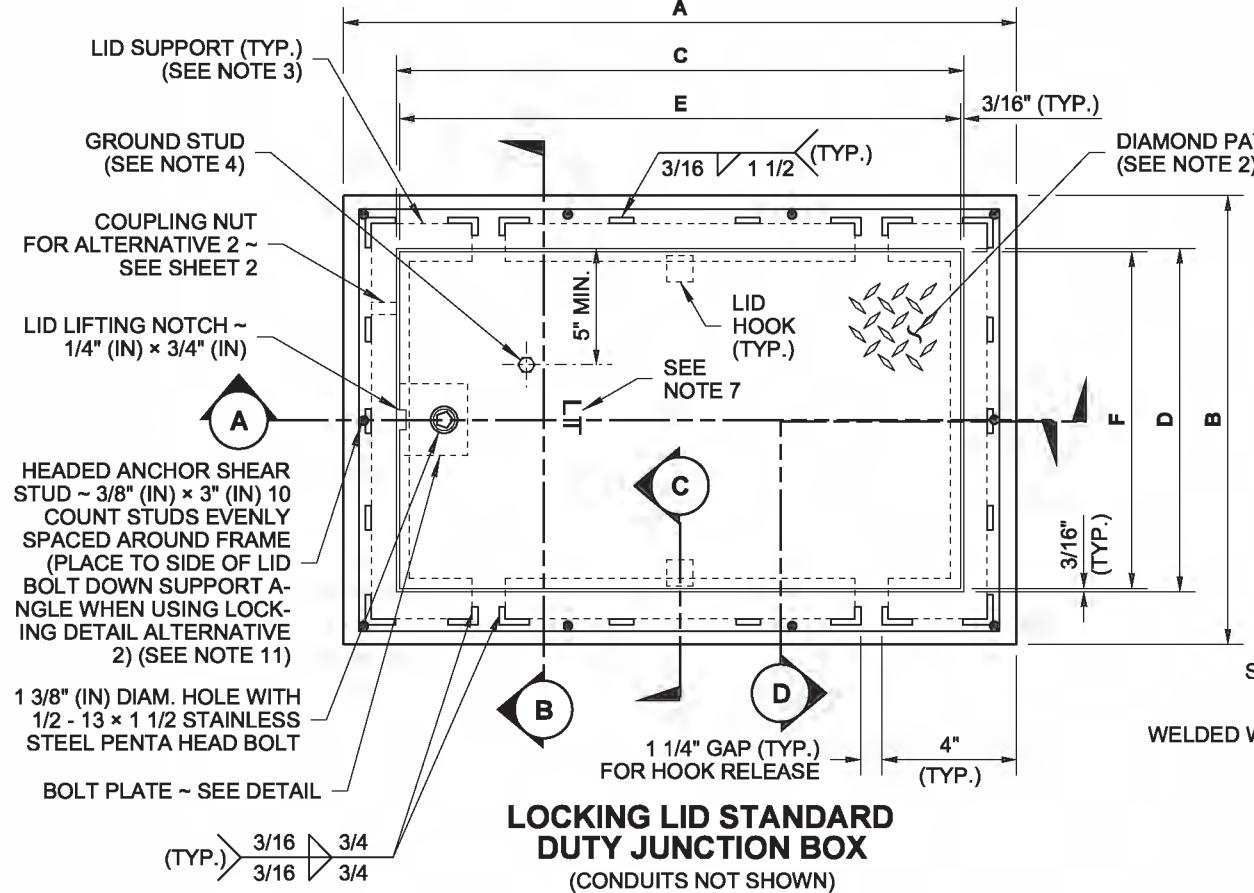


**DIVIDER PLATE  
ELEVATION VIEW  
(FOR TYPE 2 JUNCTION BOX ONLY)**

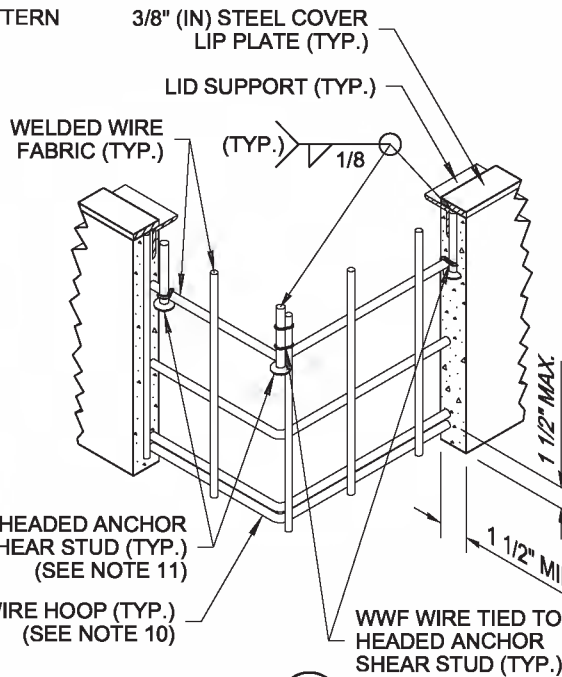
JUNCTION BOX DIMENSION TABLE			
MARK	ITEM	BOX TYPE	
		TYPE 1	TYPE 2
A	OUTSIDE LENGTH OF JUNCTION BOX	22"	33"
B	OUTSIDE WIDTH OF JUNCTION BOX	17"	22 1/2"
C	INSIDE LENGTH OF JUNCTION BOX	18" ~ 19"	28" ~ 29"
D	INSIDE WIDTH OF JUNCTION BOX	13" ~ 14"	17" ~ 18"
E	LID LENGTH	17 5/8"	28 5/8"
F	LID WIDTH	12 5/8"	18 1/8"
CAPACITY ~ CONDUIT DIAMETER		6"	12"

**NOTES**

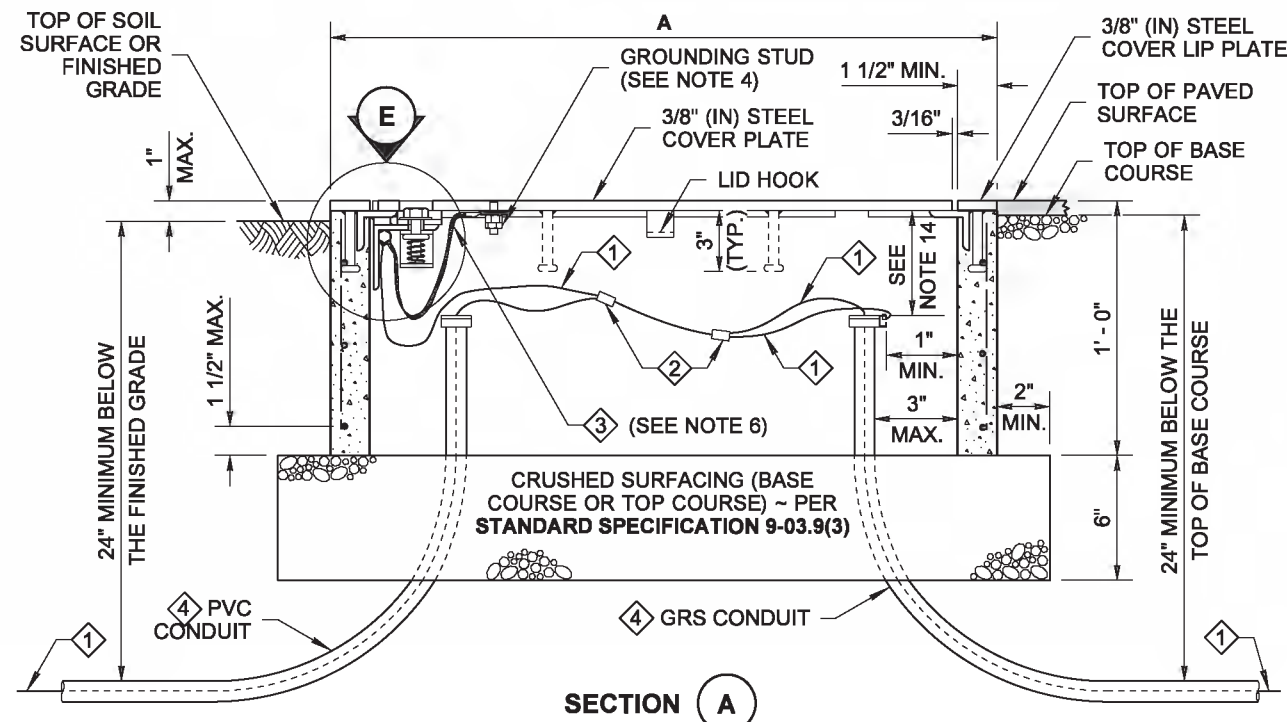
- All box dimensions are approximate. Exact configurations vary among manufacturers.
- Minimum lid thickness shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate, and shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Documents for details) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.
- Lid support members shall be 3/16" (in) minimum thick steel C, L, or T shape, welded to the frame.
- A 1/4-20 NC x 3/4" (in) stainless steel ground stud shall be welded to the bottom of the lid; include (2) stainless steel nuts and (2) stainless steel flat washers.
- Bolts and nuts shall be liberally coated with anti-seize compound.
- Equipment Bonding Jumper shall be # 8 AWG min. x 4' (ft) of tinned braided copper.
- The System Identification letters shall be 1/8" (in) line thickness formed with a mild steel weld bead. See Cover Marking detail. Grind off diamond pattern before forming letters. For System Identification details, see **Standard Specification 9-29.2(4)**.
- When required in the Contract, provide a 10" (in) x 27 1/2" (in), 10 gage divider plate, complete, with fasteners, in each Type 2 Junction Box where specified.
- When required in Contract, provide a 12" (in) deep extension for each Type 2 Junction Box where specified.
- See the **Standard Specifications** for alternative reinforcement and class of concrete.
- Headed Anchor Shear Studs must be welded to the Steel Cover Lip Plate and wire tied in two places to the vertical Welded Wire Fabric when in contact with each other. Wire tie all other Headed Anchor Shear Studs to the horizontal Welded Wire Fabric.
- Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement; actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawings for specifics.
- Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults, and Pull Boxes shall not be placed within the sidewalks, walkways, shared use paths, traveled ways or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.
- Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See **Standard Specification 8-20.3(5)**. Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See **Standard Specification 8-20.3(6)**.



**LOCKING LID STANDARD  
DUTY JUNCTION BOX  
(CONDUITS NOT SHOWN)**

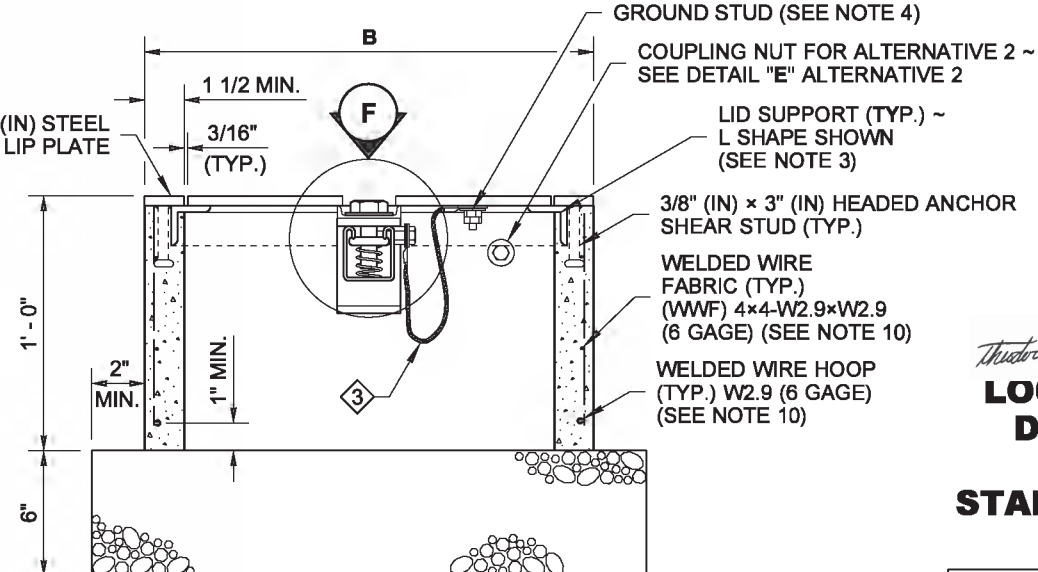
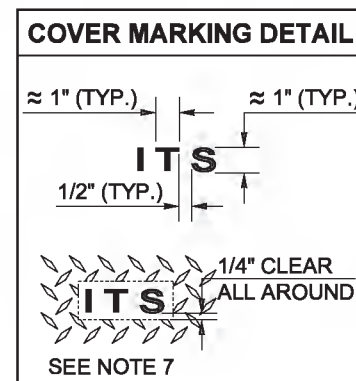


**SECTION D  
PERSPECTIVE VIEW**

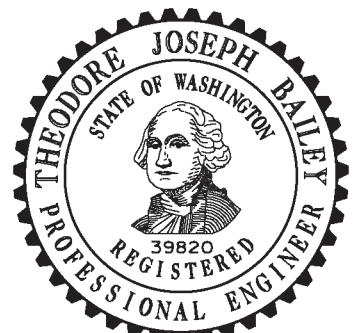


**SECTION A**

- ① Equipment Grounding Conductor
- ② Copper Solderless Crimp Connector
- ③ Equipment Bonding Jumper (See Note 6)
- ④ See Contract for conduit size and number



**SECTION B  
(CONDUITS NOT SHOWN)**



Bailey, Ted  
Apr 25 2016 9:32 AM

**LOCKING LID STANDARD  
DUTY JUNCTION BOX  
TYPES 1 & 2  
STANDARD PLAN J-40.10-04**

SHEET 1 OF 2 SHEETS

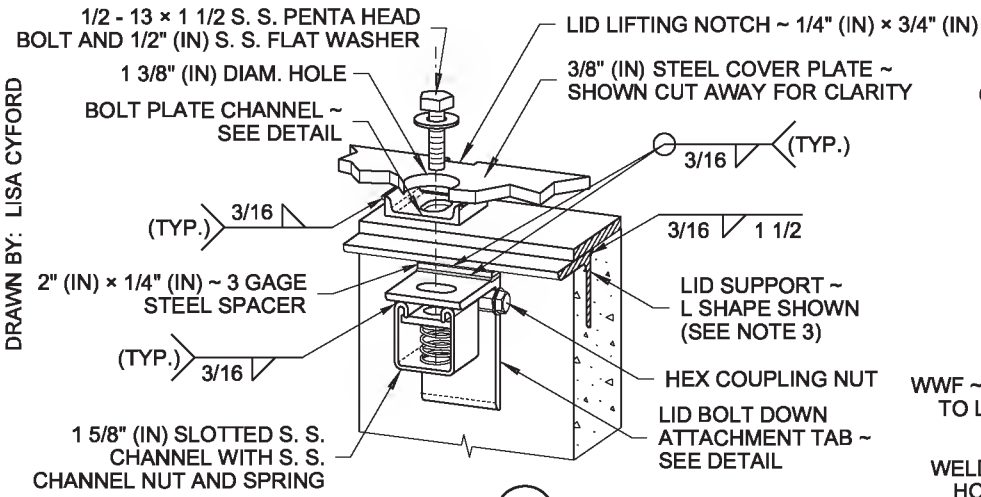
APPROVED FOR PUBLICATION

*Carpenter, Jeff* Carpenter, Jeff  
Apr 28 2016 3:12 PM

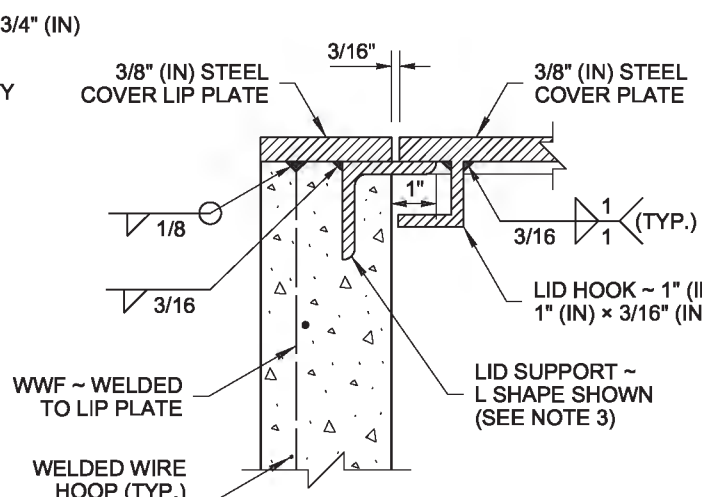
STATE DESIGN ENGINEER

Washington State Department of Transportation

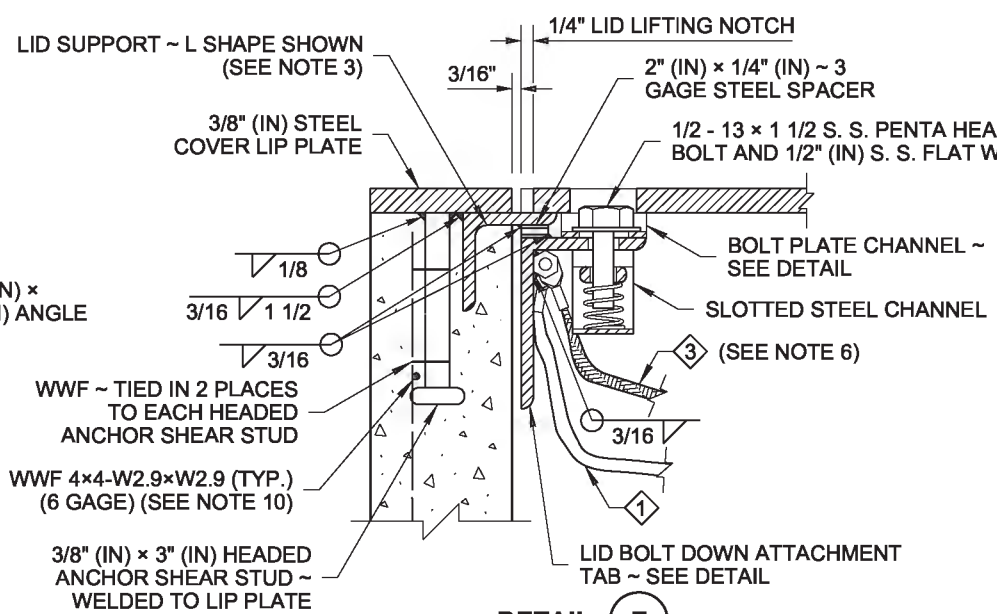
DRAWN BY: LISA CYFORD



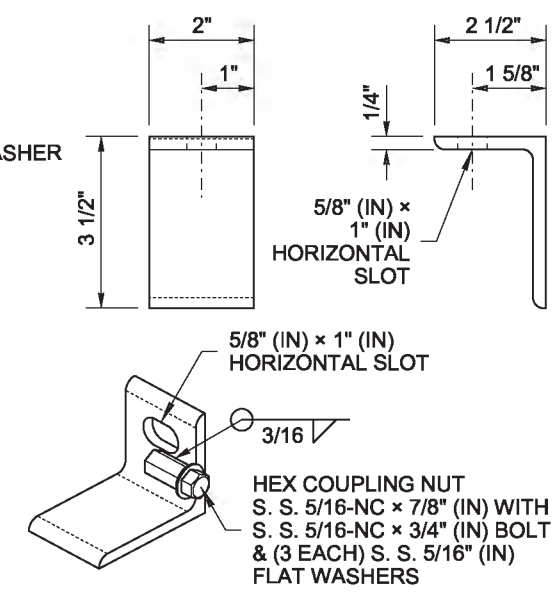
**DETAIL F**  
ALTERNATIVE 1 SHOWN  
PERSPECTIVE VIEW



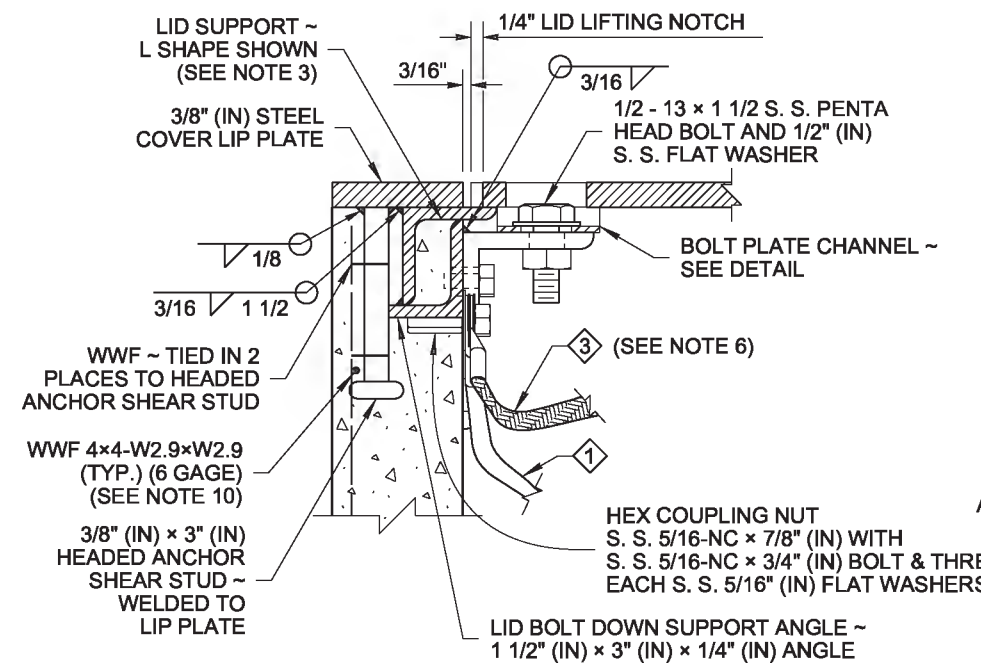
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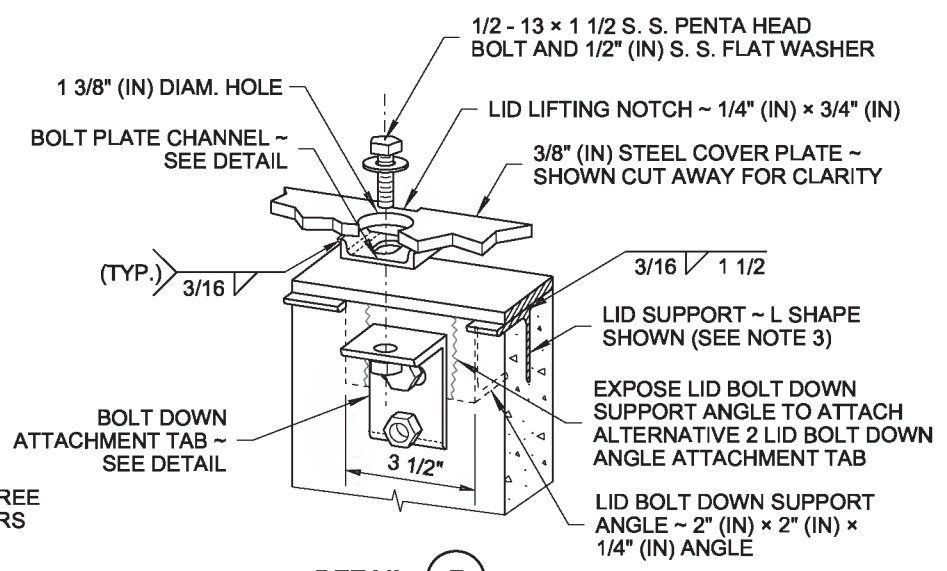
**DETAIL E**  
ALTERNATIVE 1 SHOWN



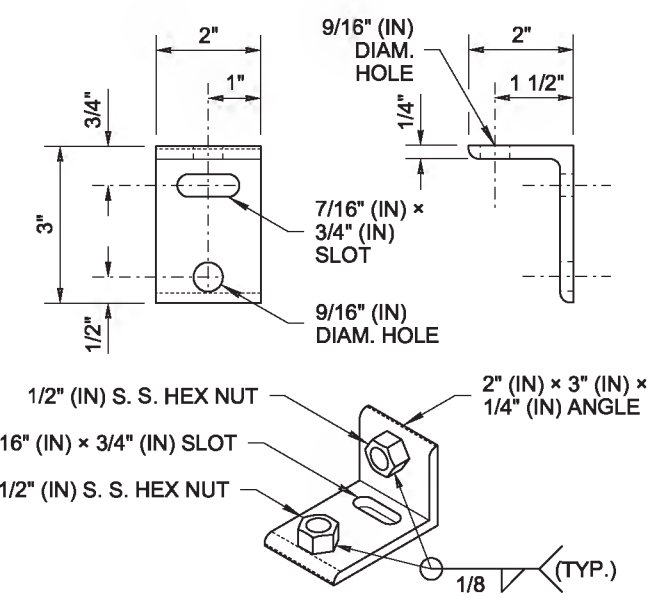
**ALTERNATIVE 1  
LID BOLT DOWN ATTACHMENT TAB**  
(SEE NOTE 12)



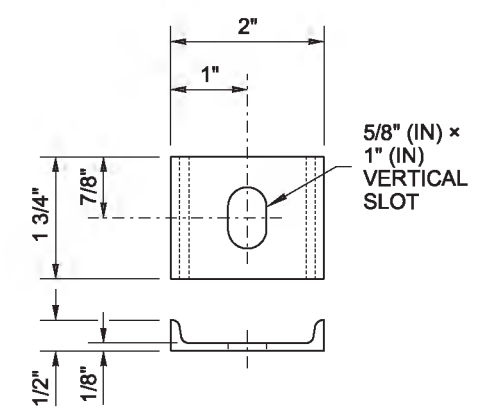
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ALTERNATIVE 2 SHOWN



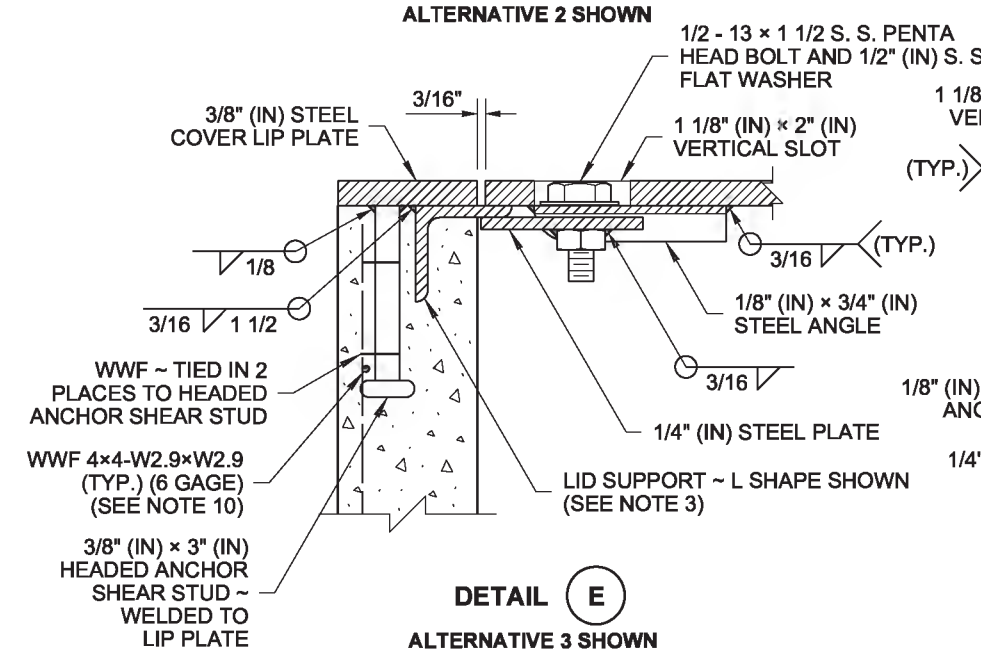
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ALTERNATIVE 2 SHOWN  
PERSPECTIVE VIEW



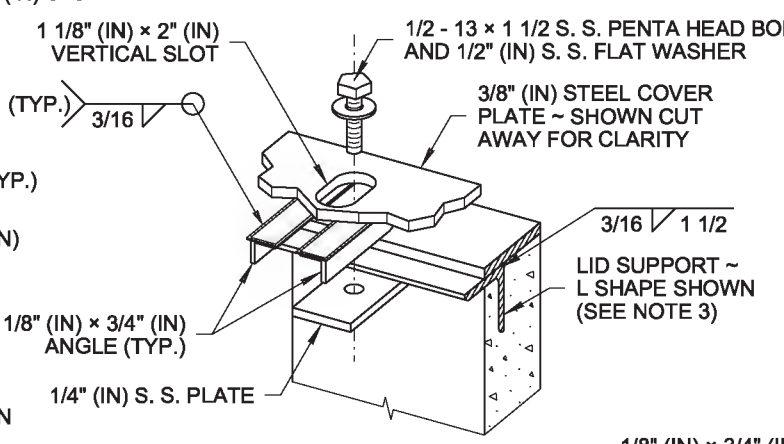
**ALTERNATIVE 2  
LID BOLT DOWN ATTACHMENT TAB**  
(SEE NOTE 12)



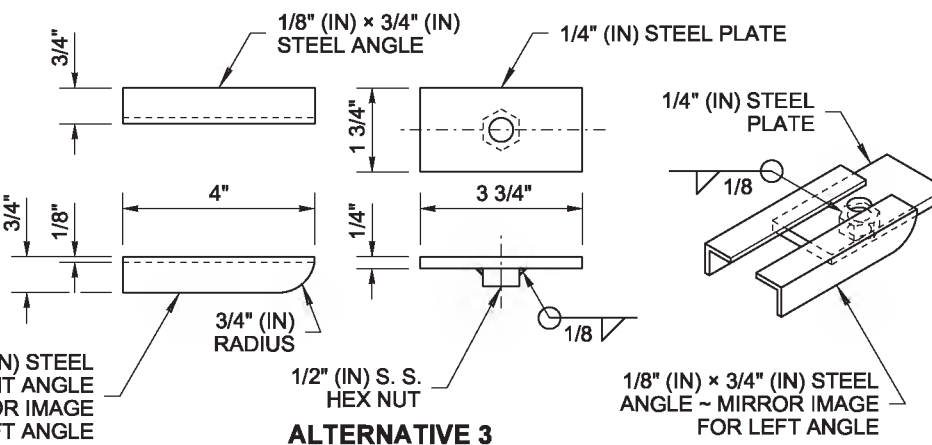
**BOLT PLATE CHANNEL**



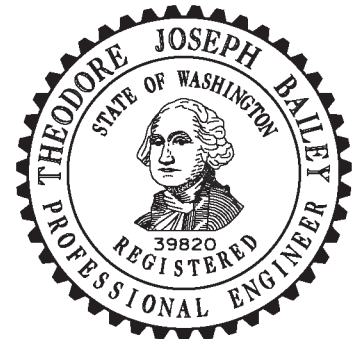
**DETAIL E**  
ALTERNATIVE 3 SHOWN



**DETAIL F**  
ALTERNATIVE 3 SHOWN  
PERSPECTIVE VIEW

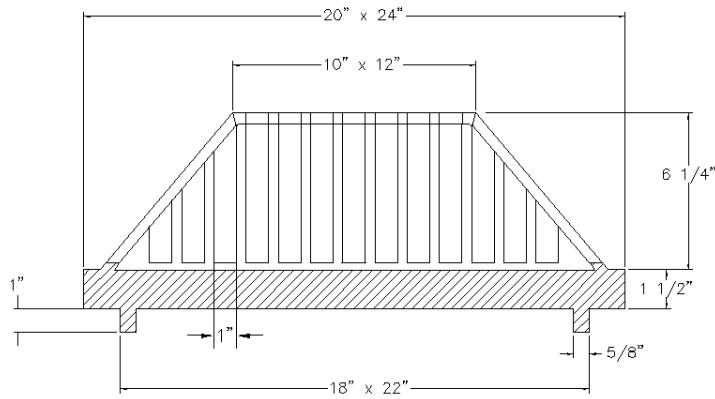
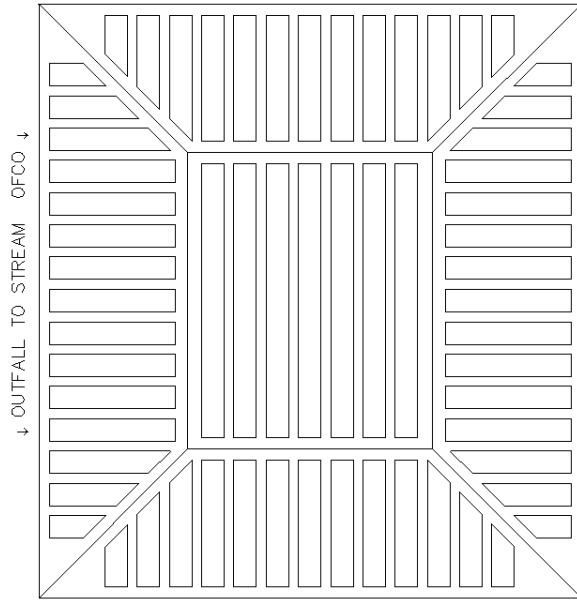


**ALTERNATIVE 3  
LID BOLT DOWN ATTACHMENT TAB**  
(SEE NOTE 12)



*Theodore Joseph Bailey* Bailey, Ted  
Apr 25 2016 9:33 AM  
**LOCKING LID STANDARD  
DUTY JUNCTION BOX  
TYPES 1 & 2  
STANDARD PLAN J-40.10-04**

SHEET 2 OF 2 SHEETS  
APPROVED FOR PUBLICATION  
*Carpenter, Jeff* Carpenter, Jeff  
Apr 28 2016 3:12 PM  
STATE DESIGN ENGINEER  
Washington State Department of Transportation



NOTES:

## OLYMPIC FOUNDRY INC.

BEEHIVE GRATE FOR USE WITH SM60 20" X 24" FRAME

MATL: Ductile Iron ASTM A536, CL80-55-06

RATING: H-20

PART NO. SM60BH

APPROX WT: 100 Lbs

REV: A DATE: 7/3/2003 New border

REV  
A

DOCUMENT APPROVED  
BY: DATE:

DWN: CL DATE: 7/3/2003

CHKD: CL DATE: 7/3/2003

TOLERANCE  
XX +/- .1  
XXX +/- .06  
XXXX +/- .030  
<+ 2 DEG

REV: DATE:

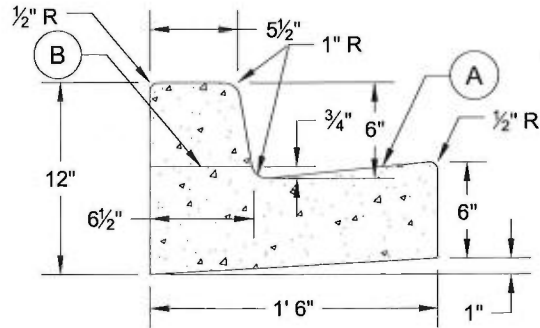
DWG #: SM60 BH

SCALE: N/A

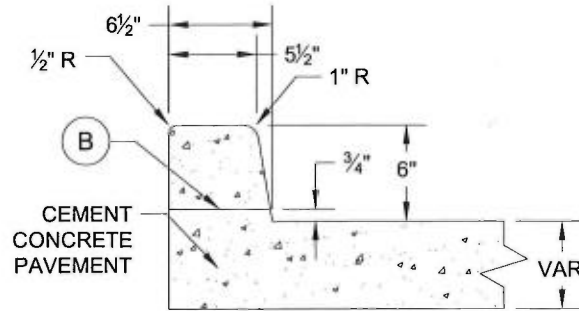
SHEET: 1 OF 1

**NOTES:**

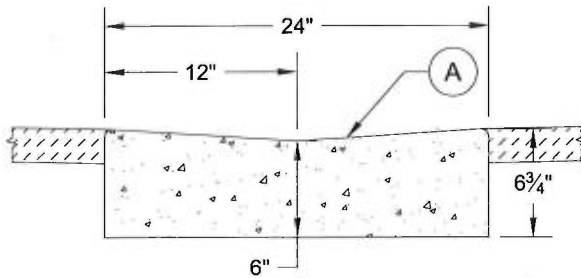
- (A) When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- (B) Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.



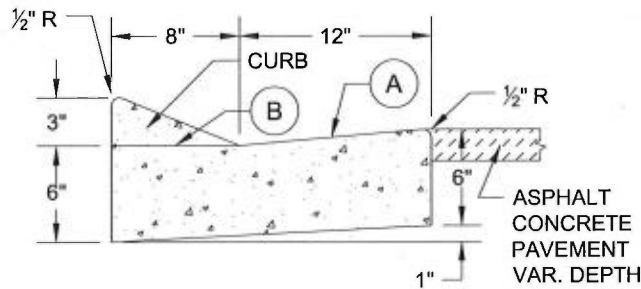
**CEMENT CONCRETE TRAFFIC CURB & GUTTER**



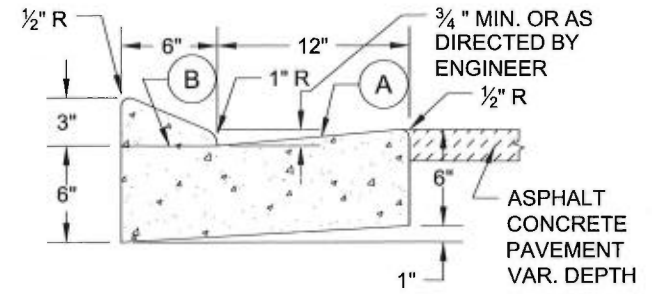
**INTEGRAL CEMENT CONCRETE TRAFFIC CURB**



**CEMENT CONCRETE VALLEY GUTTER**



**TYPE "C" MOUNTABLE CEMENT CONCRETE CURB & GUTTER**



**TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER**

**NOTES:**

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with 5/8" crushed surfacing top course.

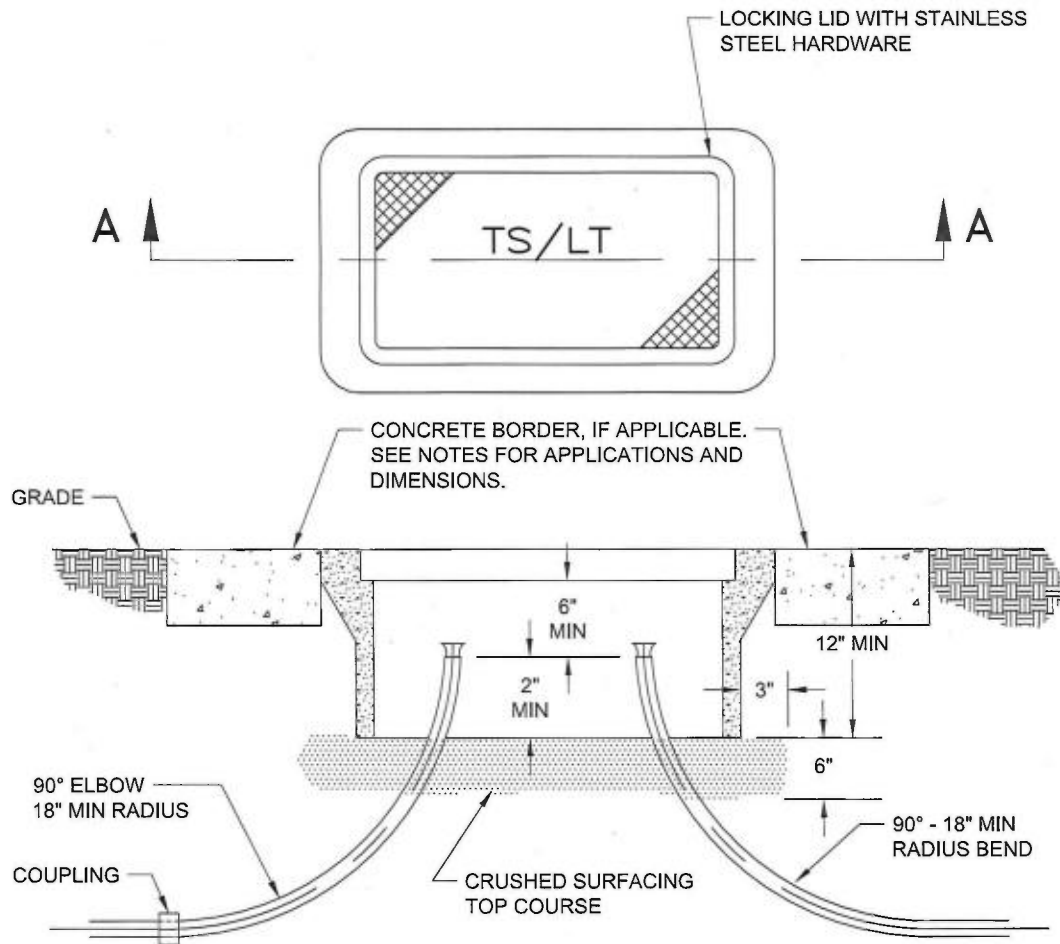
**DCS**  
PUBLIC WORKS  
**NA**  
TACOMA POWER

REVIEWED BY **GMS**  
ENVIRONMENTAL SERVICES  
**NA**  
TACOMA WATER



APPROVED FOR PUBLICATION  
*[Signature]* 8/16/16  
CITY ENGINEER DATE

CITY OF TACOMA  
CEMENT CONCRETE CURB AND GUTTER  
STANDARD PLAN NO. SU-03



SECTION A-A

**NOTES:**

1. Junction boxes shall be concrete and in conformance with WSDOT's Type 1 and 2 Locking Lid Standard Duty Junction Box. Box and lid will be load rated for traffic and shall have a nonskid surface. The lid shall be marked "TS", "LT", or other designation as called for on the proposal.
2. All junction boxes containing interconnect cable will be Type 2 or larger.
3. Boxes shall be set on a base of 6 inch crushed surfacing top course for drainage.
4. Metal lids will be grounded. Ground conductor shall be a minimum 24 inches long.
5. Care shall be taken to place junction boxes outside of areas heavily used by pedestrians, especially near crosswalks and corners.
6. Junction boxes shall not be placed in curb ramps or areas subject to vehicular traffic.
7. Adjacent junction boxes will be separated by a minimum of 3 inches.
8. Install pulling bells or bushings on conduit ends.


**CONCRETE BORDER APPLICATION AND DIMENSION:**

1. For junction boxes bordered by less than 12 inches wide of concrete or asphalt section, a concrete border is required.
2. Junction boxes located in asphalt will be secured on all sides with a minimum 12 inch wide by 6 inch deep concrete section.
3. Junction boxes located in concrete will be secured on all sides with a minimum 12 inch wide concrete section. The depth of the concrete shall meet the depth of the adjacent concrete. The concrete will be finished in the same manner as the adjacent concrete, where applicable.
4. Junction boxes located in a planter strip, landscaped area, or other non-hardened surface will be secured on all sides with a minimum 6 inch wide by 12 inch deep concrete section flush with the top of the junction box.

<p>DCS PUBLIC WORKS <i>N/A</i> TACOMA POWER</p>	<p>REVIEWED BY <i>GWS</i> ENVIRONMENTAL SERVICES <i>N/A</i> TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION <i>[Signature]</i> CITY ENGINEER DATE <i>5/31/17</i></p>	<p>CITY OF TACOMA JUNCTION BOX INSTALLATION TYPICAL STANDARD PLAN NO. TS-08</p>
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**APPENDIX B**

**TACOMA LINK LIGHT RAIL  
STANDARD OPERATING PROCEDURES  
AND ROW PERMIT FORM**

	DOC#: TLR-SOP-10008	Standard Operating Procedure Section 1: General and Administrative Page 1 of 10
	Revision: 2.0 Effective Date: 09/20/2021 Revision Date: 04/10/2023	
Issuing Division: Tacoma Link Light Rail		
<b>Right-of-Way Work Request</b>		

Approved by: <u><i>Robert J Blackburn</i></u> <small>Robert J Blackburn (Apr 10, 2023 10:40 PDT)</small> Robert Blackburn, Executive Operation Director, Tacoma Link Light Rail	Date: <u>04/10/2023</u>
---	-------------------------

### 1.0 PURPOSE

- 1.1 To provide a process for managing right of way work requests when work is being performed within the TLLR ROW.
- 1.2 The COT has authorized ST to construct and operate a fixed rail guideway system on the public right-of-way.

### 2.0 SCOPE

- 2.1 The following procedure and requirements must be adhered to and satisfied by the individual requesting authorization to access the TLLR ROW.

### 3.0 ROLES AND RESPONSIBILITIES

Role	Responsibility
Controller	<ul style="list-style-type: none"> <li>• The Controller may grant special authorization to commence emergency work as needed without a work permit.</li> </ul>
Permit requestor	<ul style="list-style-type: none"> <li>• Must have an approved COT work permit for work requiring COT approval.</li> <li>• Must submit a work plan 15 business days (3 weeks) prior to starting activity if work requires access to the ROW, impacts service, causes real estate issues, or for insurance requirements. Existing contracts and documentation of "Call Before You Dig" Center or required contractual agreements must be on hand. Call the TLLR track access coordinator for review and approval.</li> <li>• Must have an approved work permit, associated work, and safety plan before starting work.</li> </ul>



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Issuing Division: Tacoma Link Light Rail

### Right-of-Way Work Request

Role	Responsibility
	<ul style="list-style-type: none"><li>• Is responsible to reimburse ST for all labor, equipment, vehicles, materials, power downs and overhead expenses incurred because of supporting their work. Typical expenses include, but are not limited to, engineering, administrative support, field meetings/reviews and other assistance provided or required by ST.</li><li>• Method of payment from contractor to ST will be determined by ST.</li><li>• Must comply with all safety requirements including field supervision, communication device(s), reflective safety vests, hard hats, safety glasses, security, health, safety and environmental, etc.</li><li>• Must stop work in progress and immediately notify ST if work in progress deviates in any way from the written plans submitted and approved by ST.</li><li>• Must notify the Controller before commencing and completion of work. Notify the Controller that the work area is clear of personnel and equipment.</li><li>• <b>Note:</b> During afterhours, notify the Systems Maintenance Supervisor before commencing and completion of work. Notify the Systems Maintenance Supervisor that the work area is clear of personnel and equipment.</li><li>• Will not access tracks with personnel, vehicles, equipment, or machinery without permission of the Controller.</li><li>• Excavations within five (5) feet of either side of buried signals, power and communication cables will require ST personnel present at the site.</li><li>• Cables crossing the track(s) must comply with both NESC clearances and pertinent TLLR requirements.</li><li>• Contractor will not foul tracks without prior authorization. Flagger(s) are required when tracks are fouled.</li></ul>





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### Right-of-Way Work Request

Role	Responsibility
	<ul style="list-style-type: none"><li>• If the contractor is authorized by ST to perform work on the ROW that moves, disturbs, or modifies ST's property in any manner the contractors shall, at their own expense, restore the property to the same condition before the work was performed. Such restoration must be to the satisfaction of the Director of Tacoma Link Operations or designee.</li><li>• Must comply with all applicable federal, state, and local laws, regulations and standards affecting their work.</li><li>• Is limited to any rights or licenses that may be granted to the contractor, ST reserves the right to use and maintain its entire property.</li><li>• This includes ST's right to construct, maintain, repair, renew, use, operate, change, or modify platforms, signals, communication, fiber optics, power or other wire lines, pipelines, and other facilities upon, along or across any or all parts of its property.</li><li>• All or any of the above mentioned uses and maintenance may be freely done at any time by ST without liability to the contractor or any other party for compensation or damages.</li></ul>
Contractor	<ul style="list-style-type: none"><li>• The contractor is required to comply with ST's insurance specifications.</li><li>• Prior to commencing work for TLLR, on, over or under the TLLR ROW, the contractor shall furnish ST with <u>CERTIFICATE(S) OF INSURANCE</u> and with all applicable endorsements evidencing their insurance coverage.</li><li>• The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.</li></ul>



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### Right-of-Way Work Request

Role	Responsibility
	<ul style="list-style-type: none"><li>• All certificates and endorsements received by ST are subject to review and approval by ST's Director of Risk Management.</li><li>• ST reserves the rights to require complete, certified copies of all required policies at any time.</li><li>• If the work on, over or under the TLLR ROW will exceed one (1) year – or, if any of contractor's applicable insurance coverages expire prior to completion of the work – the contractor will provide a renewal or replacement certificate before continuing work on, over or under the ROW.</li></ul>

#### 4.0 DEFINITIONS

Acronym, Word, or Phrase	Definition
Controller	The designated employee on duty has authority over the entire operation of the TLLR System.
COT	City of Tacoma
Emergency Permit	A permit requested after the ROW procedure deadline must be issued to address potential unsafe conditions or catastrophic equipment consequences.
Fouling	Workers, equipment, or materials within the defined ROW.
LOTO	Lockout/Tagout - A system used to isolate equipment where an unexpected start-up or energization could occur and cause injury or damage to equipment.
LRV	Light Rail Vehicle
NESC	National Electric Safety Code




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### Right-of-Way Work Request

OCS	Overhead Catenary System -The overhead wires and equipment that distribute electric power from substations to light rail vehicles.
OMF	Operations and Maintenance Facility
ROW	Right-of-Way - The area at track level or above track level 5 feet from the centerline of the track, all ST buildings/property, substations and 10 feet from overhead catenary poles and wires.
ROW work request/work permit form	A document used by non-TLLR personnel to request authorization to perform work on, near, or adjacent to the ROW, which has the potential to affect operations. Once approved, this document serves as written authorization to allow such work to be performed and restricts such work to specific areas and times. Herein referred to as permit requests or work permits once authorized.
ST	Sound Transit
Systems Maintenance Personnel	Maintenance subject matter experts that sign off on and support permits, which affect any part of the TLLR System.
Transportation Supervisor	Responsible for the coordination and management of all work performed on the ROW by non-TLLR personnel. Manages the scheduling, and authorization of access to employees and contractors to perform work on, near or adjacent to the ROW or any ST facilities.
TLLR	Tacoma Link Light Rail
Work Plan	An outline of all tasks associated with work related to the permit request, including but not limited to; specific date range of planned work, list of participant's names, individual roles and responsibilities, detailed work description, maps, tools/equipment listing, and a worksite safety plan.

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<b>Right-of-Way Work Request</b>		

## 5.0 REQUIREMENTS

- 5.1 All personnel except for TLLR personnel must have an approved work permit prior to performing work within the TLLR ROW.
- 5.2 All permit requests must include a comprehensive description of planned work. Work plans are required to adequately describe the scope of planned work.
- 5.3 Work scheduled to last more than one week must have a work plan with each permit request submittal.
- 5.4 Work plans must be updated appropriately as the work progresses.
- 5.5 Permit requests containing work plans that may potentially impact service or requiring OCS power removal must be submitted to the permit request email address within 15 business days (3 weeks) prior to starting work for review and approval.
- 5.6 Permit requests that will not impact service must be submitted to the track access coordinator, Permit request email address 10 business days (2 weeks) before starting work for review and approval.
- 5.7 Any work that could come within 10 feet of the OCS requires de-energization and LOTO by Systems Maintenance.
  - 5.7.1 This must be indicated on the permit.
  - 5.7.2 When LOTO is applied, a hasp shall be applied to allow the contractor to apply their secure lock.
- 5.8 TLLR Operations reserves the right to cancel authorization for any work performed in or near the ROW at any time.
- 5.9 In an emergency that requires immediate action to safeguard persons or property, TLLR may permit immediate access to the ROW as needed without a permit.
- 5.10 Primary contractors and subcontractors are required to obtain permits for their work.
  - 5.10.1 Subcontractors will not be allowed to work under the primary contractor/permit holder's permit.
- 5.11 All personnel who perform work within the TLLR ROW must have successfully completed the appropriate TLLR ROW safety training course.

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<b>Right-of-Way Work Request</b>		

5.12 All persons working in the ROW must have their valid/current ROW card in their possession.

5.12.1 ROW training is valid for one year and must be updated after expiration prior to entering the ROW.

5.13 All persons in the ROW, whether TLLR employees or others, shall immediately follow all orders from the Controller unless it is unsafe to do so.

## 6.0 PROCEDURES

6.1 To obtain/submit a ROW work request/work permit form, contact

[TLROWWorkPermit@soundtransit.org](mailto:TLROWWorkPermit@soundtransit.org)

6.2 The completed work permit request must be submitted as a word document no later than 15 business days (3 weeks) prior to starting work if OCS power removal is needed and 10 business days (2 weeks) prior to starting if the work being performed will not have any impact on service.

6.3 **Note:** If a permit request is not submitted before the deadline, contact [TLROWWorkPermit@soundtransit.org](mailto:TLROWWorkPermit@soundtransit.org) or the Controller at 253-255-8442 for next steps.

6.4 Work plans shall be submitted with the ROW work request/work permit form.

6.5 TLLR transportation and systems maintenance representatives will meet to review permit requests and any associated work plans.


6.5.1 Support requirements, operational constraints and availability will be determined at this meeting.

6.6 Permit requestor(s) or representatives must attend the ROW work permit coordination meeting conducted at the beginning of each week. at 13:00 on Wednesdays at the TLLR OMF 802 E 25<sup>th</sup> Street, Tacoma, WA 98421.

6.6.1 At this meeting, permit requestor(s) or representatives will meet with TLLR track access staff.

6.6.2 The upcoming week's permits scheduled will be reviewed and scheduling conflicts or questions concerning the work will be discussed.

6.6.3 Following signature approval, a PDF file of the original permit will be sent to the requester no later than the end of business on Friday.

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- 6.7 The permit requestor, after receiving a copy of the completed and approved work permit, may plan the work per the instructions on the approved work permit.
- 6.8 Copies of all approved work permits will be placed in the ROW work permit logbook kept in the control room, electronic copies of all approved work permits will be stored on SharePoint, and added to the ROW calendar.
- 6.9 The requestor on-site representative must call the Controller to activate the permit before entering the ROW and starting work. When finished with work call the Controller to deactivate the permit.
- 6.10 A copy of the approved work permit must be with the work party at the worksite.
  - 6.10.1 Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.
- 6.11 Once the work permit is issued, the conditions on a work permit may only be revised after direct communication between the TLLR track access coordinator and the systems maintenance representative signatory on the permit.
- 6.12 Changes to dates, worker protections, etc. require that a revised permit be emailed to the permit request email address and filed with the original permit.

## 7.0 REFERENCE

- 7.1 [ROW Request Form](#)

## 8.0 APPENDIX

- 8.1 Form



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## Right-of-Way Work Request

TACOMA LINK- OPERATIONS - Right-of-Way Work Request  
 Email to: [TLRROWWorkPermit@soundtransit.org](mailto:TLRROWWorkPermit@soundtransit.org)  
 Contact Phone: (253) 255-8442

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

ON-SITE REPRESENTATIVE/CONTACT \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ NUMBER \_\_\_\_\_ CELL NUMBER \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Yard to Tacoma Dome Station                            | <input type="checkbox"/> 8 <sup>th</sup> Ave Station to Hilltop Station    |
| <input type="checkbox"/> Tacoma Dome Station to Union Station                   | <input type="checkbox"/> Hilltop Station to St. Joseph Station             |
| <input type="checkbox"/> Union Station to Convention Center Station             | <b>SUBSTATIONS</b>   |
| <input type="checkbox"/> Convention Center Station to Theater District Station  | <input type="checkbox"/> OMF or <input type="checkbox"/> Yard TPSS         |
| <input type="checkbox"/> Theater District Station to Old City Hall Station      | <input type="checkbox"/> E. 25 <sup>th</sup> St. TPSS                      |
| <input type="checkbox"/> Old City Hall Station to S. 4 <sup>th</sup> Station    | <input type="checkbox"/> Stadium TPSS 212 S. Stadium Way                   |
| <input type="checkbox"/> S. 4 <sup>th</sup> Station to Stadium District Station | <input type="checkbox"/> Division TPSS 816 N. 2 <sup>nd</sup> St.          |
| <input type="checkbox"/> Stadium District Station to Tacoma General Station     | <input type="checkbox"/> 8 <sup>th</sup> St. TPSS 1108 8 <sup>th</sup> St. |
| <input type="checkbox"/> Tacoma General Station to 8 <sup>th</sup> Ave Station  | <input type="checkbox"/> 15 <sup>th</sup> St. TPSS 1508 MLK Way            |

Description of work to be performed on Tacoma Link Right-of-Way with location details.  
 Note: Attach additional supporting documents (i.e. scope of work, work plan, work map, traffic plan, etc.)

**TO ACTIVATE PERMIT, PLEASE CALL THE CONTROLLER AT 253-255-8442 PRIOR TO ENTERING THE RIGHT-OF-WAY AND COMMENCING WORK. WHEN FINISHED WITH WORK CALL CONTROLLER TO DEACTIVATE THE PERMIT.**  
**FOR AFTER SERVICE HOURS CALL 253-255-8442 PRIOR TO ENTERING THE RIGHT-OF-WAY AND COMMENCING WORK**

Equipment to be used: \_\_\_\_\_

City of Tacoma Permit Number: \_\_\_\_\_

Work Date and Time Requested:  
 Start Date: \_\_\_\_\_ Finish Date: \_\_\_\_\_  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

- Special Operation Conditions:
1. Requests must be submitted no later than 10 calendar days of the start date. Mainline power shutdown requires 15 days.
  2. Approved and signed requests are valid for a maximum of 5 business days.
  3. All personnel are required to wear appropriate personal protective equipment while on or near the Right-of-Way.
  4. Tacoma Link Controller must be notified before occupying the alignment and at completion of work.
  5. Tacoma Link Controller must be notified if work will not be performed or canceling permit.
  6. All Non Tacoma Link employees requiring access to the ROW must complete ROW training and have a current certification card in their possession prior to entering the ROW. Work crews of 2 or more employees must have one employee with a current certification card.

**CAUTION: The Overhead Catenary System (OCS) must be considered ENERGIZED (HOT) at all times. Removal of electrical power must be confirmed in the field with the designated personnel.**


**THE SECTION BELOW WILL BE COMPLETED BY TACOMA LINK MANAGEMENT**

ROW Permit Number \_\_\_\_\_

Required:	Special Instructions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Explain _____
	Wayside Signs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	Flagger	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	<b>Power Removal:</b>			
	• Mainline	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Explain _____
	• OMF Yard/Shop	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	• Maint. Approval Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Approved By: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
 Transportation Supervisor

Approved By: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
 Maintenance Supervisor

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<b>Right-of-Way Work Request</b>		

9.0 REVISION HISTORY/SUMMARY OF CHANGES

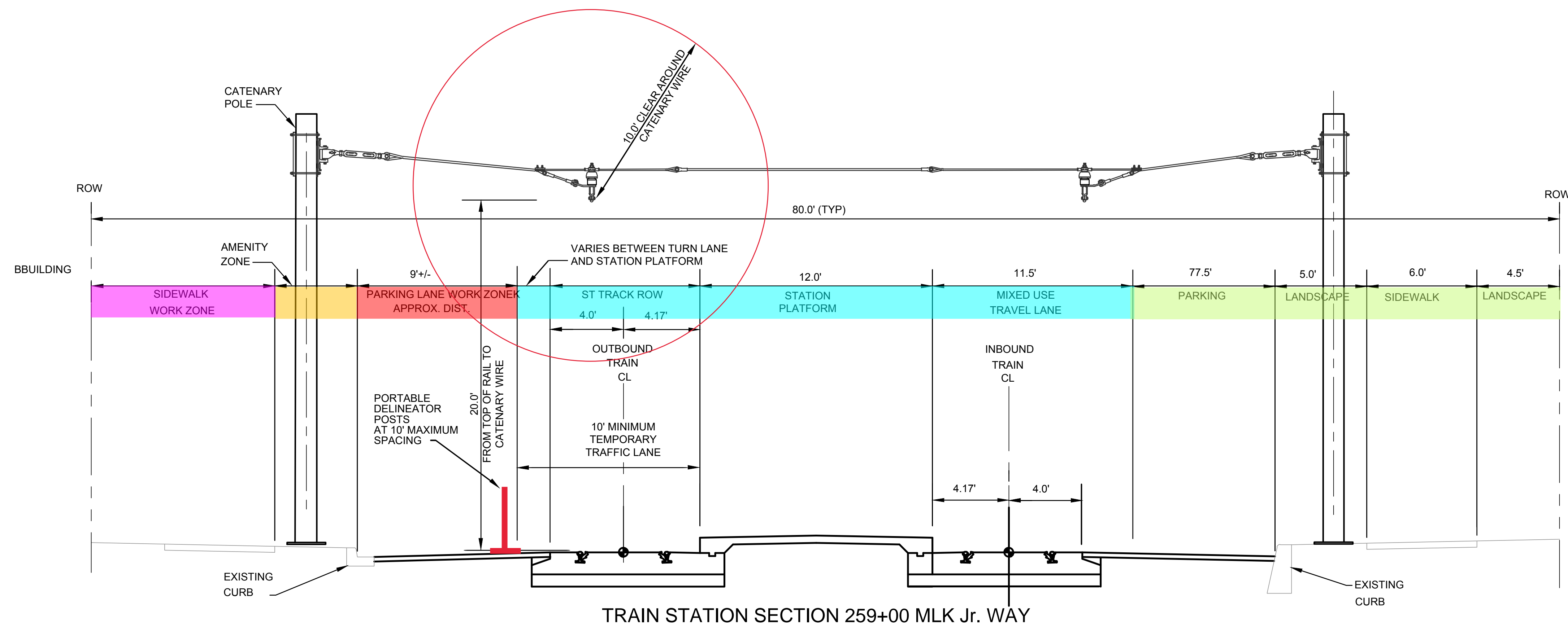
9.1 Contains a summary and the date of any revisions made.

Revision #	Description	Date
1.0	Initial Release	09/20/2021
2.0	Updated language and form	04/10/2023



## **APPENDIX C**

### **WORK ZONE EXHIBIT**



TRAIN STATION SECTION 259+00 MLK Jr. WAY

**LEGEND**

- Sidewalk Work Zone
- Amenity Zone
- Parking Lane Work Zone
- Sound Transit Operations/Traffic Lane
- Parking/Pedestrian Zone

Structural Engineers  
Landscape Architects  
Community Planners  
Land Surveyors  
Neighbors

**AHBL** TACOMA · SEATTLE  
SPOKANE · TRICITIES  
2215 North 30th Street, Suite 300 Tacoma, WA 98403  
253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB



NO	REVISION	DATE	APPD

BY	DESIGNED	CHECKED
	DATE	FILE NAME
FIELD BOOKS		

SITE AND BUILDING DIVISION

CITY OF TACOMA  
**DEPARTMENT OF PUBLIC WORKS**  
LINKS TO OPPORTUNITY STREETSCAPE PROJECT  
APPENDIX C  
WORK ZONES

BID PACKAGE 5

WORK ORDER NO.	PWK-G0041-04-03
AHBL JOB NO.	2160917.10
SHEET NO.	
SHEET OF	

## **APPENDIX D**

### **INADVERTENT DISCOVERY PLAN**

**PLAN AND PROCEDURES FOR THE UNANTICIPATED  
DISCOVERY OF CULTURAL RESOURCES AND HUMAN  
SKELETAL REMAINS<sup>1</sup>**

PROJECT TITLE: Links to Opportunity Bid Package 3

COUNTY WASHINGTON: Pierce

Project Tracking Code: 2019-01-00331

Section, Township, Range: T20N R3E S5

## **1. INTRODUCTION**

The following Inadvertent Discovery Plan (IDP) outlines procedures to perform in the event of discovering archaeological materials or human remains, in accordance with state and federal laws.

## **2. RECOGNIZING CULTURAL RESOURCES**

A cultural resource discovery could be prehistoric or historic. Examples include:

- a. An accumulation of shell, burned rocks, or other food related materials.
- b. Bones or small pieces of bone.
- c. An area of charcoal or very dark stained soil with artifacts.
- d. Stone tools or waste flakes (i.e. an arrowhead. or stone chips).
- e. Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years.
- f. Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

## **3. ON-SITE RESPONSIBILITIES**

**STEP 1: *Stop Work.*** If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately. Notify the appropriate party(s). Leave the surrounding area untouched, and provide a demarcation adequate to provide the total security, protection, and integrity of the discovery. The discovery location must be secured at all times by a temporary fence or other onsite security.

**STEP 2: *Notify Archaeological Monitor or Licensed Archaeologist.*** If there is an

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<sup>1</sup> If you need this document in a format for the visually impaired, call Water Quality Reception at Ecology, (360) 407-6600. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

Archaeological Monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the outlined procedure.

STEP 3: *Notify the Project Manager* of this project and contact the Ecology Staff Project Manager, or other applicable contacts:

Project Manager Name: Jon Kulju Phone: 253-591-5204 Email: jkulju@cityoftacoma.org	Ecology Cultural Resource Specialist Name: Matthew Sterner, M.A. Phone: 360-586-3082 Email: matthew.sterner@dahp.wa.gov
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**Assigned Alternates:**

Assigned Project Manager Alternate: Name: Tim Nelson Phone: 253-594-7919 Email: tnelson4@cityoftacoma.org	Ecology Staff Project Manager Name: Dennis Wardlaw Phone: 360-586-3085 Email: <a href="mailto:dennis.wardlaw@dahp.wa.gov">dennis.wardlaw@dahp.wa.gov</a>
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The Project Manager or applicable staff will make all calls and necessary notifications. **If human remains are encountered**, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed. **Do not call 911 or speak with the media. Do not take pictures unless directed to do so by DAHP. See Section 5.**

**4. FURTHER CONTACTS AND CONSULTATION**

**A. Project Manager’s Responsibilities:**

- *Protect Find:* The Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop immediately in a surrounding area adequate to provide for the complete security of location, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- *Direct Construction Elsewhere on-Site:* The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- *Contact Senior Staff:* If the Senior Staff person has not yet been contacted, the Project Manager must do so.

**B. Senior Staff Responsibilities:**

- *Identify Find:* The Senior Staff (or a delegated Cultural Resource Specialist), will ensure that a qualified professional archaeologist examines the area to determine if there is an archaeological find.

- If it is determined not to be of archaeological, historical, or human remains, work may proceed with no further delay.
- If it is determined to be an archaeological find, the Senior Staff or Cultural Resource Specialist will continue with all notifications.
- If the find may be human remains or funerary objects, the Senior Staff or Cultural Resource Specialist will ensure that a qualified physical anthropologist examines the find. **If it is determined to be human remains, the procedure described in Section 5 will be followed.**
- *Notify DAHP:* The Senior Staff (or a delegated Cultural Resource Specialist) will contact the involved federal agencies (if any) and the Washington Department of Archaeology and Historic Preservation (DAHP).
- *Notify Tribes:* If the discovery may be of interest to Native American Tribes, the DAHP and Ecology Supervisor or Coordinator will coordinate with the interested and/or affected tribes.

**General Contacts**

**Federal Agencies:**

**State Agencies:**

Agency: WSDOT Name: Dawn Fletcher Title: Local Programs Number: 360-357-2630	Agency: City of Tacoma Name: Reuben McKnight Title: Historic Preservation Officer Number: 253-591-5220
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**Department of Archaeology and Historic Preservation:**

Dr. Allyson Brooks State Historic Preservation Officer 360-586-3066	Rob Whitlam, Ph.D. Staff Archaeologist 360-586-3050
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The DAHP or appropriate Ecology Staff will contact the interested and affected Tribes for a specific project.

Tribes consulted on this project are:

Tribe:	Tribe:
Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:

*\*\*\*Tribes listed above were contacted. Their responses, if any, will be included as a supplement to this document.*

### **Further Activities**

- Archaeological discoveries will be documented as described in Section 6.
- Construction in the discovery area may resume as described in Section 7.

## **5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL**

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Do not take photographs by any means, unless you are pre-approved to do so.

*If the project occurs on federal lands or receives federal funding (e.g., national forest or park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.*

If the project occurs on non-federal lands, the Project Manager will comply with applicable state and federal laws, and the following procedure:

### **A. In all cases you must notify a law enforcement agency or Medical Examiner/Coroner's Office:**

In addition to the actions described in Sections 3 and 4, the Project Manager will immediately notify the local law enforcement agency or medical examiner/coroner's office.

The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will then notify DAHP.

Enter contact information below:

Pierce County Chief Medical Examiner  
Karen Cline-Parhamovich, D.O.  
253-798-6494

### **B. Participate in Consultation:**

Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation.

### **Further Activities:**

- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
- When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

## 6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

Project staff will ensure the proper documentation and field assessment will be made of any discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on a cultural resource site or isolate form using standard and approved techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for minimal subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience, and the chronology of ownership, custody and location recorded with precision.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.

All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager, who will forward the report for review and delivery to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s).

*If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 will be followed.*



## **7. PROCEEDING WITH WORK**

Work outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A professional archaeologist must determine the boundaries of the discovery location. In consultation with Ecology, DAHP and any affected tribes, the Project Manager will determine the appropriate level of documentation and treatment of the resource. If there is a federal nexus, Section 106 consultation and associated federal laws will make the final determinations about treatment and documentation.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Manager, DAHP, any affected tribes, Ecology (and the federal agencies, if any) determine that compliance with state and federal law is complete.

## **8. RECIPIENT/PROJECT PARTNER RESPONSIBILITY**

The Project Recipient/Project Partner is responsible for developing an IDP. The IDP must be immediately available onsite, be implemented to address any discovery, and be available by request by any party. The Project Manager and staff will review the IDP during a project kickoff or pre-construction meeting.

*We recommend that you print images in color for accuracy.*

# Implement the IDP / UDP if ...

You see chipped stone artifacts.



- Glass-like material
- Angular
- “Unusual” material for area
- “Unusual” shape
- Regularity of flaking
- Variability of size



# Implement the IDP / UDP if ...

You see ground or pecked stone artifacts.



- Striations or scratching
- Unusual or unnatural shapes
- Unusual stone
- Etching
- Perforations
- Pecking
- Regularity in modifications
- Variability of size, function, and complexity

# Implement the IDP / UDP if ...

You see bone or shell artifacts.



- Often smooth
- Unusual shape
- Carved
- Often pointed if used as a tool
- Often wedge shaped like a “shoehorn”



# Implement the IDP / UDP if ...

You see bone or shell artifacts.



- Often smooth
- Unusual shape
- Perforated
- Variability of size



# Implement the IDP / UDP if ...

You see fiber or wood artifacts.



- Wet environments needed for preservation
- Variability of size, function, and complexity
- Rare



# Implement the IDP / UDP if ...

You see historic period artifacts.



# Implement the IDP / UDP if ...

You see strange, different or interesting looking dirt, rocks, or



- Human activities leave traces in the ground that may or may not have artifacts associated with them
- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Charcoal or charcoal-stained soils
- Oxidized or burnt-looking soils
- Accumulations of shell
- Accumulations of bones or artifacts
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)



# Implement the IDP / UDP if ...

You see strange, different or interesting looking dirt, rocks, or



- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)

# Implement the IDP / UDP if ...

You see strange, different or interesting looking dirt, rocks, or



Layers of shell  
midden

Historic Debris

- Often have a layered or “layer cake” appearance
- Often associated with black or blackish soil
- Often have very crushed and compacted shells



## Implement the IDP / UDP if ...

You see historic foundations or buried structures.



## **APPENDIX E**

### **ACCESSIBILITY WORK PLAN**

## Appendix E Accessibility Plan

### MLK Jr Way from S 15th to S 19th

No.	Parcel No.	Address	Owner	Business/Resident	TCE/Permit
1	2015210010	1501 MLK Jr Way	SSB Investments, LLC/o Bruce Cho	Stop N Mart	Permit
2	2015220010	1502 - 1506 MLK Jr Way	Normana Hall Association	Normana Hall	TCE
3	2015210020	1515 MLK Jr Way	Planned Parenthood of Great Northwest	Planned Parenthood	-
4	2015220021	1512 1/2 MLK Jr Way	Tacoma Police Department	Central Substation	-
5	2015220040	1518 TO 1820 MLK Jr Way	Tacoma Police Department	Central Substation	-
6	2016220011	1602 MLK Jr Way	City of Tacoma	Peoples Community Center	-
7	2016210021	1602 S. J St.	Welltower Inc.	Franciscan Health System	TCE
8	2017220020	1702 MLK Jr Way	Most Worshipful Prince Hall	Masonic Temple	-
9	2017220050	1708 MLK Jr Way	Clark, Travis	Resident	-
10	2017220060	1710-1712 MLK Jr Way	Iddings, Thomas & Patricia Trustees	Resident	-
11	2017220070	1714 MLK Jr Way	Frazier, Virginia	Resident	-
12	2017220080	1720 MLK Jr Way	Johnson, Joseph & Ronnie, Sue	Resident	-
13	2017220090	1724 MLK Jr Way	Colson, Jacob A	Resident	-
14	2017220102	1728 MLK Jr Way	Ruthruf, Benjamin C	Resident	-
15	2017220103	1732MLK Jr Way	Vu Thien & Kim H Nguyen	Resident	-
16	2018220010	1802 MLK Jr Way	MLK Housing Development Assoc.	Resident	-
17	2018220020	1808 MLK Jr Way	Startech Measure, LLC	Resident	-
18	2018220030	1812 MLK Jr Way	Leontescu, Florica & Florin	Resident	-
19	2018220040	1814 MLK Jr Way	Pettit, Clarence & Helen	Fish House Café	Permit
20	2018210052	1812 S. J St.	St. Joseph Development Co., Inc.	Primary Care Northwest PLLC	Permit
21	2018220050	1101 S 19th St	Cho Dong Ho & Hyung Sook	VP Racing Speed E Mart	-

**PART 3**

**CITY OF TACOMA**

**EQUITY IN CONTRACTING PROGRAM**

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

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

### **EQUITY IN CONTRACTING REQUIREMENTS**

Minority Business  
Enterprise Requirement

**20%**

Women Business  
Enterprise Requirement

**20%**

Small Business Enterprise  
Requirement

**20%**

A list of EIC-eligible companies is available on the following web site addresses:

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com)\*

**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**

CCD/EIC: PWK-G0041-02/ PWK-G0041-02

Date of Record: April 25<sup>th</sup>, 2024

Project Spec#: PW23-0160F

Project Title: LTO Bid Pkg 5

\*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.



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](mailto:EICOffice@cityoftacoma.org)

# 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.**

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

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

# EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



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

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

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

## Example of a COMPLETED EIC UTILIZATION FORM

**Initial Information:**

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

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

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

## Complete Initial Information Section:

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

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

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

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

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

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

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

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

## ADDITIONAL IMPORTANT INSTRUCTIONS:

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

# **CITY OF TACOMA**

## **EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS**

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## I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at [EICoffice@cityoftacoma.org](mailto:EICoffice@cityoftacoma.org).

## II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: to “facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing [the City of Tacoma’s most recent disparity study](#) to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.

### III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

**“B2Gnow”** is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

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

**“Bidder”** means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

**“Certified Business”** means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

**“City”** means all Departments, Divisions, and agencies of the City of Tacoma.

**“Change Order”** means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

**“Contract”** means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

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

**“Disparity Study”** is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

**“Exception” or “Exemption”** means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

**“EIC Manager”** is the individual authorized by TMC to administer the Equity in Contracting Program.

**“EIC Requirements” or “Contract Requirements”** are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

**“EIC Requirement Setting Methodology”** is as defined in Appendix No. 1 to these Regulations.

**“EIC Staff”** means Equity in Contracting Program staff.



**“Exception Request”** means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

**“Goal”** means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

**“LCPtracker”** is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

**“Non-Public Works and Improvements”** means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

**“Notice of physical completion”** means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

**“Notice of substantial completion”** means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

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

**“Program Manager”** means the individual appointed by the City’s Community and Economic Development Director to administer the Program and these Regulations.

**“Program Regulations” or “Regulations”** means these Regulations.

**“Project Delivery Team”** refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

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

**“Public Works (or “Public Works and Improvements)”** means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

**“Responsive or Responsible Bidder”** is as defined within the City of Tacoma Purchasing Policy.

**“Quote”** means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal.

**“Respondent”** means any entity or Person that provides a Submittal in response to a Request for Bids, Request for Proposals, Request for Qualifications, Request for Quotes or other request for information, as such terms are defined in TMC Chapter 1.06 and in Purchasing Policy and Procedures.

**“Requirements”** means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

**“Services”** means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

**“Specification”** means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

**“Submittal”** means Bids, Proposals, Quotes, Qualifications, or other information submitted in response to Requests for Bids, Requests for Proposals, Requests for Qualifications, Requests for Quotations, or other City requests for information, as such terms are defined in Chapter 1.06 TMC and in Purchasing Policy and Procedures.

**“Supplies”** means materials, supplies, and other products that are procured and contracted for by the City.

**“Tacoma Public Utilities Service Area”** means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

**“Undue hardship”** means an action that places a significant burden on a business.

**“Waiver”, with regards to the Post-Bid EIC Waiver Process,** means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

## IV. Exemptions or Exceptions to EIC Program Requirements

### A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. **Emergency** (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed

documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.
3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the C&A Board.
4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.
5. **Government or Cooperative Purchasing.**  
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

## B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.

2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

## C. Public Works and Improvement Projects with a Value of \$150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer's estimate value of \$150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

## D. Documentation of Granted Exceptions

All exceptions must be documented in the Program's reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

# V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer's estimate value of \$150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer's estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

## A. EIC Pre-Award Process

### 1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

**Option 1:** EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.

**Option 2:** If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

## B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

### 1. Review for Bidder Responsiveness

- i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
- ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
- iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
- iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
- v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.

## 2. Review for Bidder Responsibility

- i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

## 3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor's self-performance as an MBE and an SBE achieves the total Requirement.

## 4. EIC Recommendation

- i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder's submittal.
- ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

## VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,

followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder's EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

## VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

### A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

### B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.

## C. B2Gnow Monitoring

### 1. Prompt Payment

For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:

- a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
- b. The Contractor has entered payments submitted to all Certified Businesses.
- c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) \*, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

\*RCW 39.04.250 (1) "When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.
3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at [EICoffice@cityoftacoma.org](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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

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## Administration and Personnel



## CHAPTER 1.07 EQUITY IN CONTRACTING

### Sections:

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

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

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.020 Definitions.**

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

#### 1.07.020.B

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

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

#### 1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

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

1.07.020.G

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

1.07.020.N

*Reserved.*

1.07.020.P

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

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

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

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

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

1.07.020.Q

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

1.07.020.R

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

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

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

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

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.030 Discrimination prohibited.**

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or “pregnancy outcomes” under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

(Ord. 28859 Ex. A; passed Nov. 22, 2022; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.040 Program administration.**

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

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.050 Repealed by Ordinance No. 28931. Approval as a Certified Business.**

(Repealed by Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.060 Program requirements.**

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

**2. Not Practicable:**

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

**3. Sole source:**

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

**4. Government purchasing.**

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

**5. Lack of Certified Businesses:**

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

**C. Waiver:**

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, a full or partial waiver of requirements is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**1.07.070 Evaluation of submittals.**

A. All submittals for supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

**1. General.**

The dollar value of the Contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the annual goal.

**2. Supplies.**

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

**3. Services and Public Works subcontracts.**

Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of

Certified Business usage stated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the Certified Business requirement applicable to the contract based on the value of the subcontract with the Certified Business.

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

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization or self-performance on such bids if they will perform the work for the scope the requirement is based upon. The Program Regulations may establish further requirements and procedures for self-utilization or self-performance by a bidder who is a Certified Business.

a. If the low bidder meets the stated Certified Business requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

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

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

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.080 Contract compliance.**

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

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

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

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.090 Program monitoring.**

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

effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

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

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.100 Enforcement.**

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

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.110 Penalties.**

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

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved;
5. Recommend disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC; and/or
6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

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

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

### **1.07.120 Unlawful acts.**

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

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

### **1.07.130 Severability.**

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

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

**1.07.140 Review of program.**

This chapter shall be in effect until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

**PART 4**

**CITY OF TACOMA**

**LOCAL EMPLOYMENT AND APPRENTICESHIP  
TRAINING PROGRAM (LEAP) REGULATIONS FOR  
PUBLIC WORKS CONTRACTS**





City of Tacoma  
Community and Economic Development Department  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590  
leap@cityoftacoma.org

## **LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS**

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org). The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

### **LEAP PROGRAM REQUIREMENTS:**

1. **LOCAL EMPLOYMENT Requirement:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE Requirement:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

- 100% achievement           \$0.00 penalty
- 99% to 90% achievement   \$2.00 penalty
- 89% to 75% achievement   \$3.50 penalty
- 74% to 50% achievement   \$5.00 penalty
- 49% to 1% achievement     \$7.50 penalty
- 0% achievement             \$10.00 penalty

**LEAP DOCUMENT SUBMITTALS\*\*:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

**\*\*WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590 or leap@cityoftacoma.org

## LEAP

### Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, **upon request**, for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org

**CHAPTER 1.90**  
**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM**

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

**1.90.010 Purpose.**

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.020 Scope.**

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.030 Definitions.**

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

- 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
- 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
- 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

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

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

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

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

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

M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.

N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.

O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.

P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.

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

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

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

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

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

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

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

Y. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

Z. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.040 LEAP goals.**

**A. Utilization Goals.**

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

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

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

**B. Failure to Meet Utilization Goal.**

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

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

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

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

**C. LEAP Reports.**

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

**D. LEAP Goal Adjustments.**

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

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

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

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

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

**E. Utilization - Electrical Projects Outside Electrical Service Area.**

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

**F. Utilization - Water Projects Outside Water Service Area.**

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

**G. Utilization - Projects Outside Tacoma Public Utilities Service Area.**

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

**H. Emergency.**

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

**I. Conflict with State or Federal Requirements.**

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

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.050 Repealed by Ord. 27368. Good faith efforts.**

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.**

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.070 Apprentice utilization requirements – Bidding and contractual documents.**

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor’s breach of these performance requirements, which shall be published with the City’s call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.080 Enforcement.**

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.090 Compliance with applicable law.**

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.100 Review and reporting.**

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager’s and Director’s findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.



(Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.105 Authority.**

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

**1.90.110 Interpretation.**

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

## Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

**The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.**

**Local Employment Utilization Requirement** - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

**\*Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

**This project is subject to the:**

- 1. 15% Local Employment Utilization Requirement**
- 2. 15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. [www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)



City of Tacoma LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590 or leap@cityoftacoma.org  
www.cityoftacoma.org/leap

## **LEAP EMPLOYEE VERIFICATION FORM**

**Submit upon request from LEAP Office**

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

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

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

Ethnic Group (*optional*):     Asian/Pac Isl.  Black  Hispanic  Native American  White  Other

Gender (*optional*):     MALE         FEMALE

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

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

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

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

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

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

\_\_\_\_\_ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

\_\_\_\_\_ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

\_\_\_\_\_ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

\_\_\_\_\_ d. WA State Approved Apprentice \*(Only valid for contracts where 100% of work is performed outside of Pierce County)

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

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

# LEAP EMPLOYEE VERIFICATION FORM

*To be Completed by Contractor or Subcontractor*

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

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

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

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

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

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

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

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

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

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

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

\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

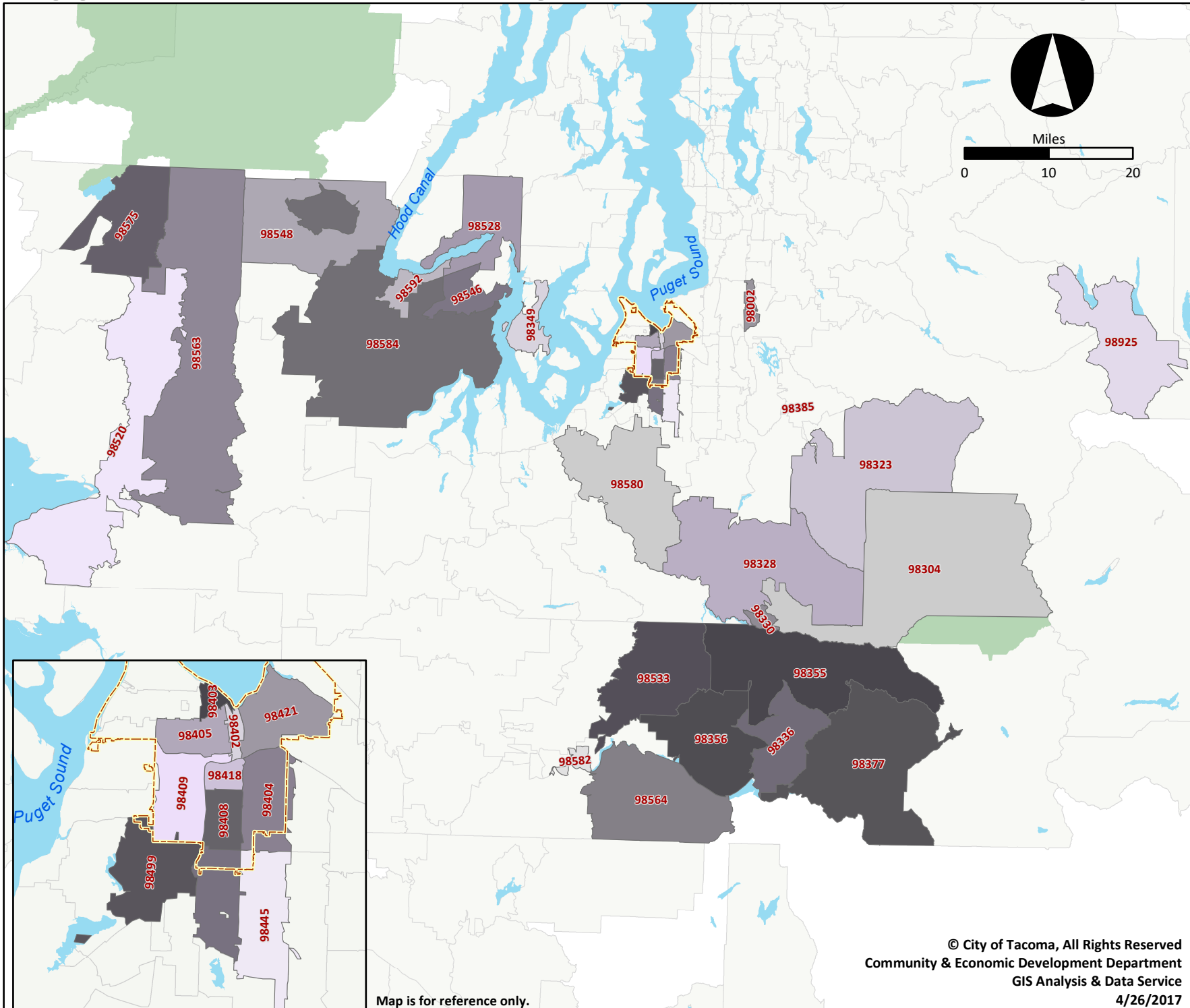
No PO Boxes

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

Date: \_\_\_\_\_

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

# Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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 Community & Economic Development Department  
 GIS Analysis & Data Service  
 4/26/2017

Map is for reference only.

Z:\R2017\7\188\Mxd\Priority Hire Zipcodes 8x11 042617.mxd Created by: aabramovich

# **LOCAL EMPLOYEE REQUIREMENT ONLY**

City of Tacoma  
(Journeyman AND Apprentice)

98402	98421
98403	98422
98404	98424
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467
98418	

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?  
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

# LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

# ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

## Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%



**PART 5**

**STATE PREVAILING WAGE RATES**

**AND**

**GENERAL REQUIREMENTS**

## PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

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

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

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

<https://secure.lni.wa.gov/wagelookup/>

## REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto: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](mailto: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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

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

#### 3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

### 3.7 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

### 3.8 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.

### 3.9 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).