



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES23-0056F

**WASTEWATER & STORMWATER
SEWER IMPROVEMENTS:
LID 3971, E C ST, & E 48TH ST**

**Project Nos.:
LID-3971W
ENV-03033-04**

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

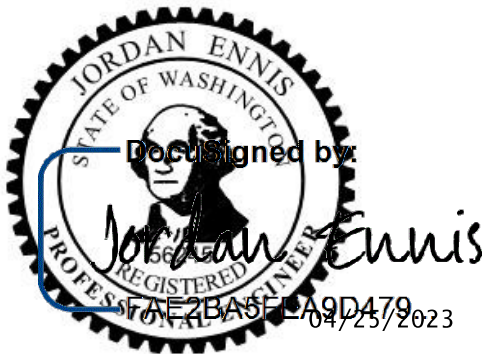
REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES23-0056F

WASTEWATER & STORMWATER
SEWER IMPROVEMENTS:
LID 3971, E C ST, & E 48TH ST

PROJECT NOS.:
LID-3971W
ENV-03033-04



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

326 East D Street
Tacoma, Washington 98421-1801

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City of Tacoma
Environmental Services Department

REQUEST FOR BIDS ES23-0056F
Wastewater and Stormwater Sewer Improvements:
LID 3971, E C St, and E 48th St

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 13, 2023

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, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. 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.

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

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

Project Scope: This Contract shall generally consist of the installation of 950 linear feet of wastewater sewer mains and 300 linear feet of stormwater sewer mains along E C St and E 48th St, along with associated structures, street paving, sidewalks, ADA curb ramps, and landscape restoration.

Estimate: \$700,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

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 Dawn DeJarlais, Senior Buyer by email to ddejarlais@cityoftacoma.org.

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

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

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.

LEAP Goals:

1. Local Employment Utilization Goal – 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 Goal - 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: If both goals are assigned to this project, the two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area.

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES23-0056F

Wastewater & Stormwater Sewer Improvements: LID 3971, E C St, & E 48th St

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. ES23-0056F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R1.* 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
R2.* 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
R3.* 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
R5. 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$ _____
R6.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES23-0056F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R7.* 8-01	NPDES Construction Stormwater General Permit	1 Lump Sum	Lump Sum	\$ _____
R8.* 8-01	Erosion/Water Pollution Control	1 Force Account	Estimate	\$ <u>5,000</u>
R9.* 8-02	Landscape Restoration	1 Force Account	Estimate	\$ <u>5,000</u>

Contractor's Name: _____
Specification No. ES23-0056F
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SCHEDULE B: STORM SEWER IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S10. 2-03	Roadway Excavation, Incl. Haul	80 Cu. Yd.	\$ _____	\$ _____
S11. 2-09	Structure Excavation Class B	270 Cu. Yd.	\$ _____	\$ _____
S12. 2-09	Shoring or Extra Excavation Class B	1775 Sq. Ft.	\$ _____	\$ _____
S13. 2-14	Remove Existing Pavement, Type II, Class A4	330 Sq. Yd.	\$ _____	\$ _____
S14. 4-04	Crushed Surfacing Top Course	145 Ton	\$ _____	\$ _____
S15. 5-04	HMA Cl. 1/2" PG 58H-22	90 Ton	\$ _____	\$ _____
S16. 7-05	Manhole 48-In. Diam. Type 1	2 Each	\$ _____	\$ _____
S17. 7-05	Catch Basin Type I	3 Each	\$ _____	\$ _____
S18. 7-05	Adjust Manhole	1 Each	\$ _____	\$ _____
S19. 7-05	Adjust Catch Basin	1 Each	\$ _____	\$ _____
S20. 7-05	Connect New Sewer Pipe 12-In. Diam. To Existing Structure	1 Each	\$ _____	\$ _____
S21. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
S22. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
S23. 7-17	PVC Storm Sewer Pipe 12-In. Diam.	300 Lin. Ft.	\$ _____	\$ _____
S24. 7-17	Removal and Replacement of Unsuitable Material	190 Cu. Yd.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0056F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S25. 7-17	Testing Sewer Pipe	300 Lin. Ft.	\$ _____	\$ _____
S26. 8-02	Soil Amendment Option 4	2 Cu. Yd.	\$ _____	\$ _____
S27. 8-02	Seeded Lawn Installation	10 Sq. Yd.	Lump Sum	\$ _____

Contractor's Name: _____
Specification No. ES23-0056F
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SCHEDULE C: WASTEWATER SEWER IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW28. 2-03	Roadway Excavation, Inc. Haul	240 Cu. Yd.	\$ _____	\$ _____
WW29. 2-09	Structure Excavation Class B	2185 Cu. Yd.	\$ _____	\$ _____
WW30. 2-09	Shoring or Extra Excavation Class B	11160 Sq. Ft.	\$ _____	\$ _____
WW31. 2-14	Remove Existing Pavement, Type II, Class A4	825 Sq. Yd.	\$ _____	\$ _____
WW32. 2-14	Remove Existing Pavement, Type II, Class C6	70 Sq. Yd.	\$ _____	\$ _____
WW33. 2-15	Remove Curb & Gutter	110 Lin. Ft.	\$ _____	\$ _____
WW34. 4-04	Crushed Surfacing Top Course	370 Ton	\$ _____	\$ _____
WW35. 5-04	HMA Cl. 1/2" PG 58H-22	230 Ton	\$ _____	\$ _____
WW36. 5-04	Temporary Pavement Patch	50 Ton	\$ _____	\$ _____
WW37. 5-04	Pavement Repair Excavation, Incl. Haul	20 Sq. Yd.	\$ _____	\$ _____
WW38. 7-05	Manhole 48-In. Diam. Type 1	4 Each	\$ _____	\$ _____
WW39. 7-05	Manhole Additional Height 48-In. Diam. Type 1	2 Lin. Ft.	\$ _____	\$ _____
WW40. 7-05	Adjust Existing Manhole	1 Each	\$ _____	\$ _____
WW41. 7-05	Adjust Existing Catch Basin	2 Each	\$ _____	\$ _____
WW42. 7-05	Connect New Sewer Pipe 8-In. Diam to Existing Structure	1 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0056F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW43. 7-08	Underground Utility Potholing	1 Each	\$ _____	\$ _____
WW44. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW45. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW46. 7-17	PVC Sanitary Sewer Pipe 6-In. Diam.	275 Lin. Ft.	\$ _____	\$ _____
WW47. 7-17	PVC Sanitary Sewer Pipe 8-In. Diam.	675 Lin. Ft.	\$ _____	\$ _____
WW48. 7-17	Removal and Replacement of Unsuitable Material	1960 Cu. Yd.	\$ _____	\$ _____
WW49. 7-17	Testing Sewer Pipe	950 Lin. Ft.	\$ _____	\$ _____
WW50. 7-19	Sewer Cleanout	7 Each	\$ _____	\$ _____
WW51. 8-01	Inlet Protection	6 Each	\$ _____	\$ _____
WW52. 8-01	Street Cleaning	20 Hour	\$ _____	\$ _____
WW53. 8-02	Soil Amendment Option 4	15 Cu. Yd.	\$ _____	\$ _____
WW54. 8-02	Seeded Lawn Installation	230 Sq. Yd.	\$ _____	\$ _____
WW55. 8-04	Cement Conc. Traffic Curb & Gutter	110 Lin. Ft.	\$ _____	\$ _____
WW56. 8-04	Cement Conc. Pedestrian Curb	140 Lin. Ft.	\$ _____	\$ _____
WW57. 8-04	Poured Monument	1 Each	\$ _____	\$ _____
WW58. 8-13	Cement Conc. Sidewalk	45 Sq. Yd.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0056F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW59. 8-14	Cement Conc. Curb Ramp	2 Each	\$ _____	\$ _____

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

Base Bid (Subtotal Items Nos. R1 – R9) \$ _____ (1)

ROADWAY IMPROVEMENTS TOTAL \$ _____ (2)

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

Base Bid (Subtotal Items Nos. S10 – S27) \$ _____ (3)

STORM SEWER IMPROVEMENTS TOTAL \$ _____ (4)

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

Base Bid (Subtotal Items Nos. WW28 - WW59) \$ _____ (5)

10.3% Sales Tax (Items Nos. WW28 – WW59) \$ _____ (6)

WASTEWATER SEWER IMPROVEMENTS TOTAL \$ _____ (7)

TOTAL BASE BID (1) + (3) + (5) \$ _____
(not including sales tax) Rule 170

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES/SCIENCE & ENGINEERING

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids 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. ES23-0056F WW & SW SEWER Improv. – LID 3971, East C St & East 48th St

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 13, 2023) 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

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

4%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

5%

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

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/SBE: LID-3971W-01 & ENV-03033-04-01

Date of Record: 04/20/2023

Project Spec#: ES23-0056F

Project Title: WW & SW Sewer Improvements: LID 3971, E. C St., & E. 48th St.

*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
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid, provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
8. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Block "i" – The percentage of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

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. ES23-0056F Wastewater & Stormwater Sewer Improvements – LID 3971, E C St, & E 48th St, together with all authorized addenda.
 2. Contractor's submittal dated June 6, 2023, submitted in response to Specification No. ES23-0056F Wastewater & Stormwater Sewer Improvements – LID 3971, E C St, & E 48th St.

 - II. 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.
 - III. 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, in its sole discretion, will determine the method of payment for this Contract.
 - IV. 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.
 - V. Contractor shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.
 - VI. 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:

Title:

Name:

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

- A. 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.
- B. 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's certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into 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.

Supplier, by Contract signature, 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.

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,
dated _____, 20____, hereby releases the City of
Tacoma, its departmental officers and agents from any and all claim or claims
whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in
connection with and/or relating to said contract, excepting only the equity of the
undersigned in the amount now retained by the City of Tacoma under said contract,
to-wit the sum of \$_____.

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1 **INTRODUCTION**

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

3
4 The following special provisions shall be used in conjunction with the "2023 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

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

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

29 **(*****)**

30
31 **DESCRIPTION OF WORK**

32 **(*****)**

33
34 This Contract shall generally consist of the installation of 950 linear feet of wastewater
35 sewer mains and 300 linear feet of stormwater sewer mains along E C St and E 48th St,
36 along with associated structures, street paving, sidewalks, ADA curb ramps, and
37 landscape restoration.

38
39
40 **END OF SECTION**

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**
4 **(January 4, 2016 APWA GSP)**

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

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

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

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

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

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

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

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

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

3
4 **Base Bid**

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

8
9 **Calendar Day**

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

12
13 **Change Order**

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

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

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

34
35
36 **END OF SECTION**

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

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

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

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

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

12
13 **1-02.2 Plans and Specifications**
14 **(June 27, 2011 APWA GSP)**

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

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

19
20 After award of the contract, plans and specifications will be issued to the Contractor at
21 no cost as detailed below:

22

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

23
24 Additional plans and Contract Provisions may be obtained by the Contractor from the
25 source stated in the Call for Bids, at the Contractor's own expense.

26
27 **1-02.4(1) General**
28 **(August 15, 2016 APWA GSP Option B)**

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

30
31 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
32 shall request the explanation or interpretation in writing by close of business 6 business
33 days preceding the bid opening to allow a written reply to reach all prospective Bidders
34 before the submission of their Bids.

35
36 **1-02.5 Proposal Forms**
37 **(July 31, 2017 APWA GSP)**

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

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

11
12 The Contracting Agency reserves the right to arrange the proposal forms with alternates
13 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
14 bid on all alternates and additives set forth in the Proposal Form unless otherwise
15 specified.

16 17 **1-02.6 Preparation of Proposal**

18 **(July 11, 2018 APWA GSP)**

19 *Supplement the second paragraph with the following:*

- 20
21 4. If a minimum bid amount has been established for any item, the unit or lump
22 sum price must equal or exceed the minimum amount stated.
23 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
24 initialed by the signer of the bid.

25
26 *Delete the last two paragraphs, and replace them with the following:*

27
28 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
29 Subcontractor to perform those items of work.

30
31 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
32 Compliance form, provided by the Contracting Agency. Failure to return this certification
33 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
34 Award. A Contractor Certification of Wage Law Compliance form is included in the
35 Proposal Forms.

36
37 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

38
39 A bid by a corporation shall be executed in the corporate name, by the president or a
40 vice president (or other corporate officer accompanied by evidence of authority to sign).

41
42 A bid by a partnership shall be executed in the partnership name, and signed by a
43 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
44 UDBE requirements are to be satisfied through such an agreement.

45
46 A bid by a joint venture shall be executed in the joint venture name and signed by a
47 member of the joint venture. A copy of the joint venture agreement shall be submitted
48 with the Bid Form if any UDBE requirements are to be satisfied through such an
49 agreement.

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

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

2
3 The bidder shall submit the following completed forms:
4 City of Tacoma – Equity in Contracting Utilization Form

5
6 **1-02.7 Bid Deposit**

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

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

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

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

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

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

25 City of Tacoma Procurement & Payables Division
26 Tacoma Public Utilities
27 3628 S 35th Street
28 Tacoma, WA 98409

29
30 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

31 **1-02.9 Delivery of Proposal**

32 **(*****)**

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

34
35 Each Proposal shall be submitted in a sealed envelope or shall be submitted
36 electronically via email to sendbid@cityoftacoma.org, with the Project Name and Project
37 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or
38 as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

**1-02.10 Withdrawing, Revising, or Supplementing Proposal
(March 16, 2016 Tacoma GSP)**

Delete this section and replace it with the following:

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

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

The original Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals.

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

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

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

<https://us02web.zoom.us/j/88402680573>

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

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

Delete this section and replace it with the following:

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

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

1-02.14 Disqualification of Bidders

(October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

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

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

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

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

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

25 *Revise this section to read:*

26
27 Before awarding any contract, the Contracting Agency may require one or more of these
28 items or actions of the apparent lowest responsible bidder:

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

40
41
42 **END OF SECTION**

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

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

5 *Revise the first paragraph to read:*

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

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

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

23
24 **1-03.3 Execution of Contract**
25 **(October 1, 2005 APWA GSP)**

26 *Revise this section to read:*

27
28 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
29 available for signature by the successful bidder on the first business day following
30 award. The number of copies to be executed by the Contractor will be determined by the
31 Contracting Agency.

32
33 Within 10 calendar days after the award date, the successful bidder shall return the
34 signed Contracting Agency-prepared contract, an insurance certification as required by
35 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
36 execution of the contract by the Contracting Agency, the successful bidder shall provide
37 any pre-award information the Contracting Agency may require under Section 1-02.15.

38
39 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
40 Agency nor shall any work begin within the project limits or within Contracting Agency-
41 furnished sites. The Contractor shall bear all risks for any work begun outside such
42 areas and for any materials ordered before the contract is executed by the Contracting
43 Agency.

44
45 If the bidder experiences circumstances beyond their control that prevents return of the
46 contract documents within the calendar days after the award date stated above, the
47 Contracting Agency may grant up to a maximum of 10 additional calendar days for
48 return of the documents, provided the Contracting Agency deems the circumstances
49 warrant it.

1 **1-03.4 Contract Bond**

2 **(July 23, 2015 APWA GSP)**

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

4
5 The successful bidder shall provide executed payment and performance bond(s) for the
6 full contract amount. The bond may be a combined payment and performance bond; or
7 be separate payment and performance bonds. In the case of separate payment and
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

35
36 *Add the following new section:*

37
38 **1-03.5 Failure to Execute Contract**

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

40 *The first sentence is revised to read:*

41
42 Failure to return the insurance certification and bond with the signed contract as required

43 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required

44 in the contract, or failure or refusal to sign the Contract, or failure to register as a

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

46 of this Bidder

47
48 **1-03.7 Judicial Review**

49 **(November 30, 2018 APWA GSP)**

1
2
3
4
5
6
7
8
9
10
11
12

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

END OF SECTION

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

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**
5 **(March 13, 2012 APWA GSP)**

6 *Revise the second paragraph to read:*

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

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

18
19 **1-04.4 Changes**

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

21 *Revise the fifth paragraph to read:*

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

30
31 **1-04.6 Variation in Estimated Quantities**

32 **(*****)**

33 *This section is supplemented with the following:*

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

43
44
45 **END OF SECTION**

1-05 CONTROL OF WORK

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

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

1-05.3 Submittals

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

Submittals shall be made per Bid Item, rather than per material.

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

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

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

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

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

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

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

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

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

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

1
2 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
3 required. When the submittal is marked "REVIEWED WITH COMMENTS" the
4 Contractor shall comply with any comments on the return submittal.
5

6 **1-05.3(4) Resubmittals**

7

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

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

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

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

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

28 **1-05.3(5) Submittal Requirements by Section**

29

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

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	Catch Basins
7-05	Manholes
7-05	Kor-N-Seal Connector
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
7-18	Fernco Strong Back Coupling
7-18	Inserta-Tees
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	NPDES Construction Stormwater General Permit (CSWGP) Transfer of Coverage
8-01	Inlet Protection
8-02	Plant Selection
8-02	Soil Amendment
8-02	Topsoil Type A
8-02	Bark or Wood Chip Mulch
8-02	Seed Mix

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.

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

4
5 The Contractor shall provide to the City, access to Project Red Line Drawings at all
6 times during normal working hours.

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

15
16 At the completion of the construction work, prior to pre-final payment, all Project Red
17 Line Drawings shall be submitted to the Engineer.

18
19 A. Project Red Line Drawings:

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

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

43
44 B. Format:

45
46 Identify and date each print; include the designation "PROJECT RED LINE
47 DRAWINGS" in a prominent location.

- 48
49 1. Prints: Organize Red Line Drawings into manageable sets. Include
50 identification on cover sheets.
51 2. Identify cover sheets as follows:

- Specification No.
 - Project Name
 - Date
 - "PROJECT RED LINE DRAWINGS"
 - Name of Engineer
 - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

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

1-05.3(8) Clarifications

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

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys (October 1, 2005 APWA GSP)

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

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

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

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

Supplement this section with the following:

1
2 If the Contractor fails to remedy defective or unauthorized work within the time specified
3 in a written notice from the Engineer, or fails to perform any part of the work required by
4 the Contract Documents, the Engineer may correct and remedy such work as may be
5 identified in the written notice, with Contracting Agency forces or by such other means
6 as the Contracting Agency may deem necessary.
7

8 If the Contractor fails to comply with a written order to remedy what the Engineer
9 determines to be an emergency situation, the Engineer may have the defective and
10 unauthorized work corrected immediately, have the rejected work removed and
11 replaced, or have work the Contractor refuses to perform completed by using
12 Contracting Agency or other forces. An emergency situation is any situation when, in the
13 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
14 serious risk of loss or damage to the public.
15

16 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
17 remedying defective or unauthorized work, or work the Contractor failed or refused to
18 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
19 monies due, or to become due, the Contractor. Such direct and indirect costs shall
20 include in particular, but without limitation, compensation for additional professional
21 services required, and costs for repair and replacement of work of others destroyed or
22 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
23

24 No adjustment in Contract time or compensation will be allowed because of the delay in
25 the performance of the work attributable to the exercise of the Contracting Agency's
26 rights provided by this Section.
27

28 The rights exercised under the provisions of this section shall not diminish the
29 Contracting Agency's right to pursue any other avenue for additional remedy or
30 damages with respect to the Contractor's failure to perform the work as required.
31

32 **1-05.11 Final Inspection**

33 *Delete this section and replace it with the following:*
34

35 **1-05.11 Final Inspections and Operational Testing** 36 **(October 1, 2005 APWA GSP)** 37

38 **1-05.11(1) Substantial Completion Date** 39

40 When the Contractor considers the work to be substantially complete, the Contractor
41 shall so notify the Engineer and request the Engineer establish the Substantial
42 Completion Date. The Contractor's request shall list the specific items of work that
43 remain to be completed in order to reach physical completion. The Engineer will
44 schedule an inspection of the work with the Contractor to determine the status of
45 completion. The Engineer may also establish the Substantial Completion Date
46 unilaterally.
47

48 If, after this inspection, the Engineer concurs with the Contractor that the work is
49 substantially complete and ready for its intended use, the Engineer, by written notice to
50 the Contractor, will set the Substantial Completion Date. If, after this inspection the
51 Engineer does not consider the work substantially complete and ready for its intended

1 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
2 therefore.

3
4 Upon receipt of written notice concurring in or denying substantial completion, whichever
5 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
6 interruption, the work necessary to reach Substantial and Physical Completion. The
7 Contractor shall provide the Engineer with a revised schedule indicating when the
8 Contractor expects to reach substantial and physical completion of the work.

9
10 The above process shall be repeated until the Engineer establishes the Substantial
11 Completion Date and the Contractor considers the work physically complete and ready
12 for final inspection.

13 **1-05.11(2) Final Inspection and Physical Completion Date**

14
15
16 When the Contractor considers the work physically complete and ready for final
17 inspection, the Contractor by written notice, shall request the Engineer to schedule a
18 final inspection. The Engineer will set a date for final inspection. The Engineer and the
19 Contractor will then make a final inspection and the Engineer will notify the Contractor in
20 writing of all particulars in which the final inspection reveals the work incomplete or
21 unacceptable. The Contractor shall immediately take such corrective measures as are
22 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
23 diligently, and without interruption until physical completion of the listed deficiencies.
24 This process will continue until the Engineer is satisfied the listed deficiencies have been
25 corrected.

26
27 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
28 written notice listing the deficiencies, the Engineer may, upon written notice to the
29 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
30 Section 1-05.7.

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

34
35 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
36 Contracting Agency, in writing, of the date upon which the work was considered
37 physically complete. That date shall constitute the Physical Completion Date of the
38 Contract, but shall not imply acceptance of the work or that all the obligations of the
39 Contractor under the contract have been fulfilled.

40 **1-05.11(3) Operational Testing**

41
42
43 It is the intent of the Contracting Agency to have at the Physical Completion Date a
44 complete and operable system. Therefore when the work involves the installation of
45 machinery or other mechanical equipment; street lighting, electrical distribution or signal
46 systems; irrigation systems; buildings; or other similar work it may be desirable for the
47 Engineer to have the Contractor operate and test the work for a period of time after final
48 inspection but prior to the physical completion date. Whenever items of work are listed in
49 the Contract Provisions for operational testing they shall be fully tested under operating
50 conditions for the time period specified to ensure their acceptability prior to the Physical
51 Completion Date. During and following the test period, the Contractor shall correct any

1 items of workmanship, materials, or equipment which prove faulty, or that are not in first
2 class operating condition. Equipment, electrical controls, meters, or other devices and
3 equipment to be tested during this period shall be tested under the observation of the
4 Engineer, so that the Engineer may determine their suitability for the purpose for which
5 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
9 successfully complete operational testing, shall be included in the unit Contract prices
10 related to the system 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
13 manufacturer's 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
21 workmanship and material discovered within one year after Final Acceptance of the
22 Work. The Contractor shall start work to remedy any such defects within 7 calendar
23 days of receiving Contracting Agency's written notice of a defect, and shall complete
24 such work within the time stated in the Contracting Agency's notice. In case of an
25 emergency, where damage may result from delay or where loss of services may result,
26 such corrections may be made by the Contracting Agency's own forces or another
27 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the
28 event the Contractor does not accomplish corrections within the time specified, the work
29 will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

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

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

43
44 **1-05.15 Method of Serving Notices**
45 **(March 25, 2009 APWA GSP)**

46 *Revise the second paragraph to read:*

47
48 All correspondence from the Contractor shall be directed to the Project Engineer. All
49 correspondence from the Contractor constituting any notification, notice of protest, notice
50 of dispute, or other correspondence constituting notification required to be furnished
51 under the Contract, must be in paper format, hand delivered or sent via mail delivery

1 service to the Project Engineer's office. Electronic copies such as e-mails or
2 electronically delivered copies of correspondence will not constitute such notice and will
3 not comply with the requirements of the Contract.
4

5 *Add the following new section:*
6

7 **1-05.16 Water and Power**
8 **(October 1, 2005 APWA GSP)**
9

10 The Contractor shall make necessary arrangements, and shall bear the costs for power
11 and water necessary for the performance of the work, unless the Contract includes
12 power and water as a pay item.
13

14 *Add the following new section:*
15

16 **1-05.19 Project Management Communications**
17 **(March 16, 2018 Tacoma GSP)**
18

19 **1-05.19(1) Summary**
20

21 The Contractor shall use the Internet web based project management communications
22 tool, e-Builder® ASP software, and protocols included in that software during this
23 project. The use of project management communications as herein described does not
24 replace or change any contractual responsibilities of the participants.
25

26 User registration, electronic and computer equipment, and internet connections are the
27 responsibility of each project participant.
28

29 Nothing in this specification or the subsequent communications supersedes the parties'
30 obligations and rights for copyright or document ownership as established by the
31 Contract Documents. The use of CAD files, processes, or design information distributed
32 in this system is intended only for the project specified herein.
33

34 **1-05.19(2) Training & Support**
35

36 A group training session scheduled by the Contracting Agency will be provided for the
37 Contractor at a City of Tacoma training facility. The training session duration is generally
38 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training
39 sessions that they are assigned to. Requests for specific scheduled classes will be on a
40 first come first served basis by availability.
41

42 **1-05.19(3) Authorized Users**
43

44 Access to the web site will be by individuals who are licensed users.
45

- 46 1. The City will provide the Contractor with up to four licensed user accounts for the
47 duration of the project. The sharing of user accounts is prohibited.
- 48 2. Additional licensed user accounts may be purchased from e-Builder®.
- 49 3. Authorized users will be contacted via e-mail with a temporary user password.
50 The user shall update the required information at their first log-in and be
51 responsible for proper password protection.

4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.

1-05.19(4) Communications

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

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

1-05.19(5) Record Keeping

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

1-05.19(6) Minimum Equipment Requirements

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

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

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

6
7 All materials and equipment shall be submitted for review in accordance with Section 1-
8 05.3 of these Special Provisions.

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

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

- 14
- 15 1. Shall be new, unless the Special Provisions or Standard Specifications permit
 - 16 otherwise;
 - 17
 - 18 2. Shall meet the requirements of the Contract and be approved by the Engineer;
 - 19
 - 20 3. May be inspected or tested at any time during their preparation and use; and
 - 21
 - 22 4. Shall not be used in the Work if they become unfit after being previously
 - 23 approved.
 - 24

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

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

27
28 QPL's are not accepted by the City.

29
30 **1-06.1(2) Request for Approval of Material (RAM)**

31 *This section is deleted in its entirety.*

32
33
34 **END OF SECTION**

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

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

5 *Supplement this section with the following:*

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

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

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

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

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

34 *Supplement this section with the following:*

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

39
40 **1-07.9 Wages**

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

44 *This section is supplemented with the following:*

45
46 The State rates incorporated in this Contract are applicable to all construction activities
47 associated with this Contract.

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

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

5
6 **General**

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

12
13 **Intents and Affidavits**

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

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

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

34
35 **Certified Payrolls**

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

39
40 **Penalties for Noncompliance**

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

45
46 *This section is supplemented with the following:*

47
48 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
49 dollar amount paid to each employee for each employee classification.

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

- 16 1. Placing materials or equipment in staging or storage areas.
- 18 2. Refueling, washing, or maintaining equipment.
- 20 3. Stockpiling contaminated materials.

22 **SPCC Plan Element Requirements**

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

- 25 1. Responsible Personnel
26 Identify the name(s), title(s), and contact information, including a 24/7 emergency
27 contact number, for the personnel responsible for implementing and updating the
28 plan, including all spill responders.
- 30 2. Spill Reporting
31 List the names and telephone numbers of the Federal, State, and local agencies
32 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
33 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
34 City Source Control Spill Response number at 253.502.2222.
- 36 3. Project and Site Information
37 Describe the following items:
38 A. The project Work.
39 B. The site location and boundaries.
40 C. The drainage pathways from the site, including both stormwater and sanitary
41 conveyance pathways.
42 D. Nearby waterways and sensitive areas and their distances from the site.
- 44 4. Potential Spill Sources
45 Describe each of the following for all potentially hazardous materials brought or
46 generated on-site (including materials used for equipment operation, refueling,
47 maintenance, or cleaning):
48 A. Name of material and its intended use.
49 B. Estimated maximum amount on-site at any one time.

- 1 C. Location(s) (including any equipment used below the ordinary high water line)
2 where the material will be staged, used, and stored and the distance(s) from
3 nearby waterways and sensitive areas.
- 4 D. Decontamination location and procedure for equipment that comes into
5 contact with the material.
- 6 E. Disposal procedures.
- 7 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
8 material.
- 9 5. Pre-Existing Contamination
- 10 Describe any pre-existing contamination and contaminant sources (such as
11 buried pipes or tanks) in the project area that are described in the Contract
12 documents. Identify equipment and work practices that will be used to prevent
13 the release of contamination.
- 14
- 15 6. Spill Prevention and Response Training
- 16 Describe how and when all personnel (including refueling Contractors and
17 Subcontractors) will be trained in spill prevention, containment, and response in
18 accordance with the Plan. Describe how and when all spill responders will be
19 trained in accordance with WAC 296-824.
- 20
- 21 7. Spill Prevention
- 22 Describe the following items:
- 23
- 24 A. Spill response kit contents and location(s).
- 25 B. Security measures for potential spill sources.
- 26 C. Secondary containment practices and structures for all containers to handle
27 the maximum volume of potential spill of hazardous materials.
- 28 D. Methods used to prevent stormwater from contacting hazardous materials.
- 29 E. Site inspection procedures and frequency.
- 30 F. Equipment and structure maintenance practices.
- 31 G. Daily inspection and cleanup procedures that ensure all equipment used
32 below the ordinary high water line is free of all external petroleum-based
33 products.
- 34 H. Refueling procedures for equipment that cannot be moved from below the
35 ordinary high water line.
- 36
- 37 8. Spill Response
- 38 Outline the response procedures the Contractor will follow for each scenario
39 listed below. Include a description of the actions the Contractor shall take and the
40 specific on-site spill response equipment that shall be used to assess the spill,
41 secure the area, contain and eliminate the spill source, and clean up and dispose
42 of spilled and contaminated material.
- 43
- 44 Response procedures shall be outlined in the Spill Response section and shall
45 include notification to the City of Tacoma Wastewater Treatment Plant
46 Operations number at 253.591.5595 and the City Source Control Spill Response
47 number at 253.502.2222.
- 48
- 49 A. A spill of each type of hazardous material at each location identified in 4,
50 above.
- 51 B. Stormwater that has come into contact with hazardous materials.

- 1 C. Drainage pathways from the site, including both stormwater and sanitary
2 conveyance pathways.
3 D. A release or spill of any unknown pre-existing contamination and contaminant
4 sources (such as buried pipes or tanks) encountered during project Work.
5 E. A spill occurring during Work with equipment used below the ordinary high
6 water line.
7

8 If the Contractor will use a Subcontractor for spill response, provide contact
9 information for the Subcontractor under item 1 (above), identify when the
10 Subcontractor will be used, and describe actions the Contractor shall take while
11 waiting for the Subcontractor to respond.
12

13 9. Project Site Map

14 Provide a map showing the following items:
15

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

25 10. Spill Report Forms

26 Provide a copy of the spill report form(s) that the Contractor will use in the event
27 of a release or spill.
28

29 **Payment**

30 Payment will be made in accordance with Section 1-04.1 for the following Bid item when
31 it is included in the Proposal:
32

33 "SPCC Plan," lump sum.
34

35 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
36 shall receive 50-percent of the lump sum Contract price for the plan.
37

38 The remaining 50-percent of the lump sum price will be paid after the materials and
39 equipment called for in the plan are mobilized to the project.
40

41 The lump sum payment for "SPCC Plan" shall be full pay for:
42

- 43 1. All costs associated with creating the accepted SPCC Plan.
44
45 2. All costs associated with providing and maintaining the on-site spill prevention
46 equipment described in the accepted SPCC Plan.
47
48 3. All costs associated with providing and maintaining the on-site standby spill
49 response equipment and materials described in the accepted SPCC Plan.
50

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

3
4 5. All costs associated with updating the SPCC Plan as required by this
5 Specification.

6
7 As to other costs associated with releases or spills, the Contractor may request payment
8 as provided for in the Contract. No payment shall be made if the release or spill was
9 caused by or resulted from the Contractor's operations, negligence, or omissions.

10 11 **1-07.16 Protection and Restoration of Property**

12 13 **1-07.16(1) Private/Public Property** 14 **(January 13, 2011 Tacoma GSP)**

15 *This section is supplemented with the following:*

16
17 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
18 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
19 or better condition.

20
21 The Contractor shall contact all property owners and tenants in the vicinity of this project,
22 via newsletter/mailling, a minimum of one (1) week prior to start of construction. The
23 Contractor shall submit a draft of the property owner notification prior to posting/mailling.

24
25 The newsletter/mailling shall advise the owners and tenants of the construction schedule
26 and indicate the Contractor's name, contact person, and telephone numbers.

27 28 **1-07.17 Utilities and Similar Facilities** 29 **(March 7, 2017 Tacoma GSP)**

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

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

39
40 The Contractor shall coordinate their work with all utilities and other organizations which
41 have to adjust or revise their facilities within the project area. These may include, but
42 are not limited to:

- 43
44
 - City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
 - 45 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
 - 46 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
 - 47 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
 - 48 Brian.Munson@Rainierconnect.net

- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790; michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137; amber.uhls@pse.com
- Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
- Comcast, Contact: Corey Fellman, corey_fellman@comcast.com
- AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenhtaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" phone **1-800-424-5555**
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- T-Mobile, Contact: Steven Schauer, phone: (360) 402-7725; steven.schauer@t-mobile.com
- Zayo Group, Contact: Jason Tesdal, phone: (253) 221-7585; jason.tesdal@zayo.com

If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone number (253) 502-8044, and arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work at the site of any such excavation until such utility structures are adequately protected.

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

1-07.18 Public Liability and Property Damage Insurance

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

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

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

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

1-07.23 Public Convenience and Safety

1 **1-07.23(1) Construction Under Traffic**

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

3 *Revise the third sentence of the second paragraph to read:*

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

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

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

13
14 All arterial roadways involved in the proposed project shall remain fully open to vehicular
15 and pedestrian traffic at all times.

16
17 Non-arterial classified roadways or right-of-way (vacated or not) are permitted to be
18 closed to traffic, so long as local access to properties and businesses is accommodated
19 in the following scenarios:

- 20
21 • During construction working hours when arrangements have been made in
22 advance through coordination between the Contractor and the City;
23 • During construction working hours when special/emergency access or use is
24 needed;
25 • During construction working hours when passage through/along the work area is
26 the only means to access an intersecting road and/or adjacent property; and
27 • During non-construction hours.

28
29 Project work areas associated with a non-arterial street that are adjacent to or
30 intersecting arterial streets shall not hinder the safety or traffic operations of the arterial
31 street such that two-way vehicular traffic cannot be maintained at all times (which can
32 include parking restrictions to allow for the roadway space needed). Any impacts or
33 encroachments shall be limited to the hours of 8 AM to 5 PM.

34
35 Traffic Control Plans (TCP) shall maintain two-way traffic and, if necessary, include
36 plans detailing a temporary road closure.

37
38 To minimize the disruption of access to adjacent properties, and to Pierce Transit
39 operations, the lane closure shall be limited to the area of active work and necessary for
40 appropriate lane closure tapers. The Contractor shall stage work to maintain access to
41 and egress from all properties at all times.

42
43 A safe pedestrian access shall be provided at all times through the project area. All lane
44 closures shall be coordinated with the adjacent businesses, other contractors working
45 within the project vicinity, local transit agencies and the City.

46
47 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
48 construction work, parking may be restricted either entirely or during the time when it
49 creates a hazard. Signs for restricting parking shall be approved by the City and placed
50 by the Contractor. The Contractor shall be responsible for and shall maintain all such

1 signs. The replacement of signs restricting parking shall be as approved by the
2 Engineer.

3
4 The Contractor shall notify all property owners and tenants of detours, street and alley
5 closures, or other restrictions that may interfere with their access. Notification shall be at
6 least five (5) days in advance for affected properties or a minimum of seventy-two (72)
7 hours for restrictions affecting on-street parking only.

8
9 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
10 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
11 firms and transit bus service that may be operating in the project area.

12
13 If street closures or lane restrictions, not provided for in the Specifications, are allowed
14 subsequent to award of the contract, an equitable adjustment of the Contract amount
15 shall be negotiated.

16
17 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
18 areas of public traffic or where such debris may be transported into a drainage system.
19 When construction operations are such that debris from the work is deposited on the
20 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
21 debris which may accumulate on the roadway surface. Should daily removal be
22 insufficient to keep the streets clean, the Contractor shall perform removal operations on
23 a more frequent basis. If the Engineer determines that a more frequent cleaning is
24 impractical or if the Contractor fails to keep the streets free from deposits and debris
25 resulting from the work, the Contractor shall, upon order of the Engineer, provide
26 facilities for and remove all deposits from the tires or between wheels before trucks or
27 other equipment will be allowed to travel over paved streets. Should the Contractor fail
28 or refuse to clean the streets in question, or the trucks or equipment in question, the
29 Engineer may order the work suspended at the Contractor's risk until compliance with
30 Contractor's obligations is assured, or the Engineer may order the streets in question
31 cleaned by others and such costs incurred by the City in achieving compliance with
32 these contract requirements, including cleaning of the streets, shall be deducted from
33 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
34 have no claim for delay or additional costs should the Engineer choose to suspend the
35 Contractor's work until compliance is achieved.

36
37 *The sixth paragraph of this section is supplemented with the following:*

38
39 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates
40 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted
41 or hardened to prevent rutting by construction equipment or traffic.

42
43 **1-07.23(2) Construction and Maintenance of Detours**
44 **(April 1, 2018 Tacoma GSP)**

45 *This section is supplemented with the following:*

46
47 Detour signing during any allowed road closures shall be in accordance with Detour
48 Plans, when included in the Contract Documents. When plans are not included in the
49 Contract Documents, the Contractor shall submit plans for detours in accordance with
50 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the
51 Contractor believes an alternate plan will safely and adequately maintain vehicular and

pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic must be accomplished on streets designated as City Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be any additional payment by reason of using a substitute plan.

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

A minimum of five (5) working days prior to any street closure (and at least seven (7) working days for impacts to Pierce Transit operations/bus stops), the Contractor shall notify all entities below:

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

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

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion

1 of the work in areas where right of way, easements or rights of entry have not been
2 acquired until the Engineer certifies to the Contractor that the right of way or easement is
3 available or that the right of entry has been received. If the Contractor is delayed due to
4 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
5 entry or right of way, the Contractor will be entitled to an extension of time. The
6 Contractor agrees that such delay shall not be a breach of contract.

7
8 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
9 This includes entry onto easements and private property where private improvements
10 must be adjusted.

11
12 The Contractor shall be responsible for providing, without expense or liability to the
13 Contracting Agency, any additional land and access thereto that the Contractor may
14 desire for temporary construction facilities, storage of materials, or other Contractor
15 needs. However, before using any private property, whether adjoining the work or not,
16 the Contractor shall file with the Engineer a written permission of the private property
17 owner, and, upon vacating the premises, a written release from the property owner of
18 each property disturbed or otherwise interfered with by reasons of construction pursued
19 under this contract. The statement shall be signed by the private property owner, or
20 proper authority acting for the owner of the private property affected, stating that
21 permission has been granted to use the property and all necessary permits have been
22 obtained or, in the case of a release, that the restoration of the property has been
23 satisfactorily accomplished. The statement shall include the parcel number, address,
24 and date of signature. Written releases must be filed with the Engineer before the
25 Completion Date will be established.

26
27
28 **END OF SECTION**

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

6
7 **1-08.0(1) Preconstruction Conference**
8 **(October 10, 2008 APWA GSP)**
9

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

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

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

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

26
27 *Add the following new section:*

28 **1-08.0(2) Hours of Work**
29 **(March 3, 2008 Tacoma GSP)**
30

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

37
38 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00
39 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer
40 for permission to work such times. Permission to work longer than an 8-hour period
41 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to
42 the Engineer no later than noon on the working day prior to the day for which the
43 Contractor is requesting permission to work.

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

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

16
17 *Add the following new section:*

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

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

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

31
32 **1-08.1(5) Restrictions on Subcontracting**

33 **(*****)**

34 *This section is deleted.*

35
36 **1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors**

37
38 **1-08.1(7)A Payment Certification**

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

40 *This section is revised to read:*

41
42 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
43 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
44 that were used as subcontractors, lower-tier subcontractors, manufacturers, regular
45 dealers, or service providers on the contract. This certification shall be submitted to the
46 Engineer, on the form provided by the Engineer, 20 calendar days after physical
47 completion of the contract.

48
49 All payments to subcontractors, lower tier subcontractors, manufacturers, regular
50 dealers, or service providers on the contract shall be reported monthly using the
51 B2GNow system at <https://cityoftacoma.sbcompliance.com>.

1
2 **1-08.1(7)D Contractor or Subcontractor Withholding**

3 **(*****)**

4 *Revise the second paragraph to read:*

5
6 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,
7 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.
8 Whenever the Contractor withholds payment to a Subcontractor for any reason including
9 disputed amounts, the Contractor shall provide notice within 10 calendar days to the
10 Subcontractor with a copy to the Contracting Agency identifying the reason for the
11 withholding and a clear description of what the Subcontractor must do to have the
12 withholding released. Retainage withheld by the Contractor prior to completion of the
13 Subcontractors work is exempt from reporting as a payment withheld and is not included
14 in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for
15 deferred payments shall be submitted to the Engineer concurrently with notification to
16 the Subcontractor.

17
18 **1-08.4 Prosecution of Work**

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

20
21 **1-08.4 Notice to Proceed and Prosecution of Work**

22 **(*****)**

23
24 Notice to Proceed will be given after the contract has been executed and the contract
25 bond and evidence of insurance have been approved and filed by the Contracting
26 Agency. The Contractor shall not commence with the work until the Notice to Proceed
27 has been given by the Engineer. The Contractor shall commence construction activities
28 on the project site within ten days of the Notice to Proceed Date, unless otherwise
29 approved in writing. The Contractor shall diligently pursue the work to the physical
30 completion date within the time specified in the contract. Voluntary shutdown or slowing
31 of operations by the Contractor shall not relieve the Contractor of the responsibility to
32 complete the work within the time(s) specified in the contract.

33
34 When shown in the Plans, the first order of work shall be the installation of high visibility
35 fencing to delineate all areas for protection or restoration, as described in the Contract.
36 Installation of high visibility fencing adjacent to the roadway shall occur after the
37 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
38 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
39 the fence. No other work shall be performed on the site until the Contracting Agency has
40 accepted the installation of high visibility fencing, as described in the Contract.

41
42 Excavation of the trench shall be limited to an open length of 1,000 feet at any given
43 time during construction of the new utility mains, or as directed by the Engineer. The
44 Contractor shall ensure the surface is safe and drivable by compacting backfill material
45 or gravel to an elevation within two inches of the existing surface, and in concurrence
46 with the replacement of the mainline pipe. Steel plates and temporary pavement
47 patches shall be installed as needed, or as directed by the Engineer, when the backfill
48 material or gravel does not provide a suitable and safe driving surface or stormwater
49 runoff is occurring. Final pavement restoration shall not occur until pipe segments within
50 the paving limits have been tested, cleaned, inspected, and approved by the Engineer,
51 per Section 7-17.3(2)H of these Specifications.

1
2 The Contractor shall finish the installation of all temporary surface restoration prior to the
3 end of each working day in order to limit the duration of exposed soils to inclement
4 weather conditions during construction. Upon removal of existing pavement, curb and
5 gutter, sidewalk, and any other impervious surface, the Contractor shall protect/prevent
6 surface runoff from entering the exposed areas until final pavement restoration has been
7 completed and accepted by the Engineer.
8

9 **1-08.5 Time for Completion**
10 **(March 16, 2016 Tacoma GSP)**

11 *Revise the third and fourth paragraphs to read:*
12

13 Contract time shall begin on the first working day following the Notice to Proceed Date.
14

15 Each working day shall be charged to the contract as it occurs, until the contract work is
16 physically complete. If substantial completion has been granted and all the authorized
17 working days have been used, charging of working days will cease. Each week the
18 Engineer will provide the Contractor a statement that shows the number of working days:
19 (1) charged to the contract the week before; (2) specified for the physical completion of
20 the contract; and (3) remaining for the physical completion of the contract. The
21 statement will also show the nonworking days and any partial or whole day the Engineer
22 declares as unworkable. Within 10 calendar days after the date of each statement, the
23 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
24 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
25 ascertain the basis and amount of time disputed. By not filing such detailed protest in
26 that period, the Contractor shall be deemed as having accepted the statement as
27 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
28 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
29 be charged as a working day then the fifth day of that week will be charged as a working
30 day whether or not the Contractor works on that day.
31

32 *Revise the sixth paragraph to read:*
33

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

- 38 1. The physical work on the project must be complete; and
 - 39 2. The Contractor must furnish all documentation required by the contract and
40 required by law, to allow the Contracting Agency to process final acceptance of
41 the contract. The following documents must be received by the Project Engineer
42 prior to establishing a completion date:
 - 43 a. Certified Payrolls (per Section 1-07.9(5)).
 - 44 b. Material Acceptance Certification Documents
 - 45 c. Reports of Amounts Credited as EIC Participation, as required by the
46 Contract Provisions.
 - 47 d. Final Contract Voucher Certification
 - 48 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
49 and all Subcontractors
 - 50 f. Property owner releases per Section 1-07.24
- 51

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

3
4 This project shall be physically completed within 60 working days.

5
6 **1-08.9 Liquidated Damages**
7 **(March 3, 2021 APWA GSP, Option B)**

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

9
10 Accordingly, the Contractor agrees:

- 11
12 1. To pay (according to the following formula) liquidated damages for each
13 working day beyond the number of working days established for Physical
14 Completion, and
15
16 2. To authorize the Engineer to deduct these liquidated damages from any
17 money due or coming due to the Contractor.

18
19 **Liquidated Damages Formula**

20
21 $LD=0.15C/T$

22
23 Where:

24
25 LD = liquidated damages per working day (rounded to the nearest dollar)
26 C = original Contract amount
27 T = original time for Physical Completion
28

29 When the Contract Work has progressed to Substantial Completion as defined in the
30 Contract, the Engineer may determine the Contract Work is Substantially Complete.
31 The Engineer will notify the Contractor in writing of the Substantial Completion Date.
32 For overruns in Contract time occurring after the date so established, the formula for
33 liquidated damages shown above will not apply. For overruns in Contract time
34 occurring after the Substantial Completion Date, liquidated damages shall be
35 assessed on the basis of direct engineering and related costs assignable to the
36 project until the actual Physical Completion Date of all the Contract Work. The
37 Contractor shall complete the remaining Work as promptly as possible. Upon request
38 by the Project Engineer, the Contractor shall furnish a written schedule for
39 completing the physical Work on the Contract.
40

41
42 **END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

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

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

- 6
7 4. Test results and scale weight records for each day's hauling operations are
8 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
9 Scaleman's Daily Report, unless the printed ticket contains the same information
10 that is on the Scaleman's Daily Report Form. The scale operator must provide
11 AM and/or PM tare weights for each truck on the printed ticket.
12

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

15 *Supplement this Section with the following:*

16
17 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
18 all items to be paid per force account, only to provide a common proposal for Bidders.
19 All such dollar amounts are to become a part of Contractor's total bid. However, the
20 Contracting Agency does not warrant expressly or by implication, that the actual amount
21 of work will correspond with those estimates. Payment will be made on the basis of the
22 amount of work actually authorized by Engineer.
23

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

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

26
27 The Contractor shall submit a comprehensive summary list of all equipment anticipated
28 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
29 The list shall include the contractor's equipment number, make, model, year, operation
30 rate, standby rate, applicable attachments and any other applicable information
31 necessary to determine the applicable rates in accordance with this section. In addition,
32 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
33 for each piece of equipment in the summary list. Access to the Equipment Watch web
34 site is available at the City's Construction Management Office.
35

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

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

39
40 The basis of payment will be the actual quantities of Work performed according to the
41 Contract and as specified for payment.
42

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

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

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

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

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

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

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

29 Progress payments for work performed shall not be evidence of acceptable performance
30 or an admission by the Contracting Agency that any work has been satisfactorily
31 completed. The determination of payments under the contract will be final in accordance
32 with Section 1-05.1.
33

34 *This section is supplemented with the following:*
35 **(January 6, 2015 Tacoma GSP)**
36

37 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
38 include all costs for labor, equipment, materials, and taxes (as applicable) associated
39 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
40 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
41 Standard Specifications.
42

43 Stockpiled Material - The point of acceptance of stockpiled material for payment and
44 quality shall be at the time of incorporation into the contract.
45

46 **1-09.9(1) Retainage**
47 **(May 10, 2006 Tacoma GSP)**
48

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

- 1 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
2 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
3

4 **1-09.13(3)A Arbitration General**
5 **(January 19, 2022 APWA GSP)**
6

7 *Revise the third paragraph to read:*
8

9 The Contracting Agency and the Contractor mutually agree to be bound by the decision
10 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
11 entered in the Superior Court of the county in which the Contracting Agency's
12 headquarters is located, provided that where claims subject to arbitration are asserted
13 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior
14 Court. The decision of the arbitrator and the specific basis for the decision shall be in
15 writing. The arbitrator shall use the Contract as a basis for decisions.
16

17 **1-09.13(4) Venue for Litigation**
18 **(January 19, 2022 APWA GSP)**
19

20 *Revise this section to read:*
21

22 Litigation shall be brought in the Superior Court of the county in which the Contracting
23 Agency's headquarters is located, provided that where claims are asserted against a
24 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
25 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
26 Contracting Agency to have timely access to any records deemed necessary by the
27 Contracting Agency to assist in evaluating the claims or action.
28
29
30

END OF SECTION

1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

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

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

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

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

12
13 Approved lane and ramp closures shall be for the minimum time required to complete
14 the Work.

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

17
18 Only uniformed off-duty police officers shall be used to control traffic when it is
19 necessary to override or provide traffic control at signalized intersections. Off-duty City
20 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma
21 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by
22 contacting the Tacoma PD first as stated below.

23
24 The City will make all necessary temporary adjustments to existing traffic signals and
25 traffic signal activators.

26
27 Existing signs shall not be removed until the Contractor has provided for temporary
28 measures sufficient to safeguard and direct traffic after existing signs have been
29 removed. Preservation of temporary traffic control and street name signs shall be the
30 sole responsibility of the Contractor.

31
32 As the work progresses and permits, temporarily relocated and/or removed traffic signs
33 shall be reset in their permanent location. Permanent signs and other traffic control
34 devices damaged or lost by the Contractor shall be replaced or repaired at the
35 Contractor's expense.

36
37 **1-10.2 Traffic Control Management**

38
39 **(November 2, 2022 WSDOT GSP)**

40 *Section 1-10.2 is supplemented with the following:*

41
42 **Work Zone Safety Contingency**

43 Enhancements to improve the effectiveness of the accepted traffic control plans to
44 increase the safety of the work zones shall be discussed on a weekly basis between the
45 Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon
46 by the Contractor and Engineer prior to performing any Work to implement the
47 enhancement.

48
49 The Contractor shall be fully responsible for submitting any traffic control plan revision to
50 implement the enhancement in accordance with Section 1-10.2(2).
51

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

2 **(October 3, 2022 WSDOT GSP)**

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

4
5 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
6 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
7 following:

8
9 The Northwest Laborers-Employers Training Trust

10 27055 Ohio Avenue

11 Kingston, WA 98346

12 (360) 297-3035

13 <https://www.nwlett.edu>

14
15 Evergreen Safety Council

16 12545 135th Avenue NE

17 Kirkland, WA 98034-8709

18 (800) 521-0778

19 <https://www.esc.org>

20
21 The American Traffic Safety Services Association

22 15 Riverside Parkway, Suite 100

23 Fredericksburg, Virginia 22406-1022

24 Training Dept. Toll Free (877) 642-4637

25 Phone: (540) 368-1701

26 <https://www.atssa.com/training>

27
28 Integrity Safety

29 13912 NE 20th Avenue

30 Vancouver, WA 98686

31 (360) 574-6071

32 <https://www.integritysafety.com>

33
34 US Safety Alliance

35 (904) 705-5660

36 <https://www.ussafetyalliance.com>

37
38 K&D Services Inc.

39 2719 Rockefeller Avenue

40 Everett, WA 98201

41 (800) 343-4049

42 <https://www.kndservices.net>

43
44 **1-10.3(3)A Construction Signs**

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

46 *The last paragraph is revised to read:*

47
48 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
49 Engineer deems to be unacceptable while their use is required on the project shall be
50 replaced by the Contractor at their expense.

1 **1-10.3(3)C Portable Changeable Message Sign**

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

3 *This section is supplemented with the following:*

4
5 Portable Changeable Message Signs (PCMS) shall be required on arterials streets
6 where construction occurs for durations longer than seven (7) calendar days, or
7 where/when specified in Section 1-07.23. Signs shall be solar charged and
8 programmable. Signs shall be provided a minimum of seven (7) calendar days prior to
9 construction and remain through the duration of the construction on the arterial street.
10 Signs shall be provided on each end of the arterial street construction zone notifying
11 oncoming traffic of the construction conditions. All costs associated with providing and
12 maintaining the signs for the required duration shall be included in the proposal item,
13 "Project Temporary Traffic Control", per lump sum.

14
15 To prevent a hacker from gaining access to the PCMS, the Contractor shall change the
16 default password and take other appropriate measures to prevent public access to the
17 message control features on the PCMS. In addition, the Contractor shall verify that the
18 PCMS control box (if applicable) is secured and locked from tampering during the daily
19 review of the work zone setup and traffic control devices.

20
21 **1-10.4 Measurement**

22
23 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
24 **(January 11, 2006 Tacoma GSP)**

25 *This section is supplemented with the following:*

26
27 No unit of measure will apply to the position of traffic control manager and it will be
28 considered included in other unit contract prices in the Bid Proposal.

29
30
31 **END OF SECTION**

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

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

3
4 **2-01.1 Description**

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

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

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

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

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

16 *The second paragraph is revised to read:*

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

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

21 *This section is revised to read:*

- 22 1. Fell trees only within the area to be cleared.
23 2. Close-cut parallel to the slope of the ground all stumps to be left in the
24 cleared area outside the slope stakes.
25 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
26 4. Follow these requirements for all stumps that will be buried by fills deeper
27 than 5-feet from the top, side, or end surface of the embankment or any
28 structure and are in a location that will not be terraced as described in
29 Section 2-03.3(14):
30 a. Close-cut stumps under 18-inches in diameter.
31 b. Trim stumps that exceed 18-inches in diameter to no more than 12-
32 inches above original ground level.
33 5. Leave standing any trees or native growth indicated by the Engineer.
34 6. Trim all trees to be left standing to the height specified by the Engineer, with
35 a minimum height of eight (8) feet above sidewalk and fourteen (14) feet
36 above the roadway surface. Neatly cut all limbs close to the tree trunk.
37 7. Thin clumps of native growth as the Engineer may direct.
38 8. Protect, by fencing if necessary, all trees or native growth from any damage
39 caused by construction operations, in accordance with Standard Plans LS-08
40 through LS-11.
41 9. Remove trees as indicated on the plans or as directed by the Engineer. Tree
42 removal shall include stump grinding to eight inches below final grade and
43 removal of roots according to the Plans and Specifications, and as directed
44 by the Engineer and certified Arborist, such that a new tree can be planted in
45 the same area. Tree removal shall be in accordance with Specification
46 Section 2-13.

47
48 **2-01.3(2) Grubbing**

49 *Item e is revised to read:*

- 1 e. Upon which embankments will be placed, except stumps may be close-cut or
- 2 trimmed as allowed in Section 2-01.3(1) item 4.
- 3
- 4
- 5

END OF SECTION

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

3
4 **2-02.3(3) Removal of Pavement, Sidewalks, and Curbs**
5 *This section is deleted.*

6
7
8 **END OF SECTION**

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

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

3
4 **2-03.1 Description**

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

6
7 **2-03.3 Construction Requirements**

8 *This section is supplemented with the following:*

9
10 The work includes the removal and disposal of abandoned gas mains, gas services,
11 water services, and other abandoned underground utilities that exist within an
12 excavation area.

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

15 *This section is deleted.*

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

18 *This section is deleted.*

19
20
21 **END OF SECTION**

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

3
4 **2-07.3 Construction Requirements**

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

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

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

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

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

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

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

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

33
34
35 **END OF SECTION**

1 **2-09 STRUCTURE EXCAVATION**

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

3
4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*

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

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

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

15
16 **2-09.5 Payment**

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

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

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

24
25
26 **END OF SECTION**

2-14 PAVEMENT REMOVAL

(*****)

2-14.1 Description

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

2-14.2 Pavement Classification

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

Type I	Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.
Type II	Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.
Type III	Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.
Class A4	Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of four inches or less.
Class A8	Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.
Class C6	Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.
Class C12	Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.
Class CA	Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

Class H

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

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

Where monolithic cement concrete pavement and curb are being removed, the curb removal shall be considered as pavement removal, and the measurement for payment will be to the back of the curb.

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

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

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

2-14.4 Measurement

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

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

2-14.5 Payment

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

"Remove Existing Pavement, Type ____ Class ____", per square yard

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

There will be no unit of measurement to provide temporary access to properties impacted by construction activities. All costs for this work shall be included in other bid items.

END OF SECTION

2-15 CURB AND CURB AND GUTTER REMOVAL

(***)**

2-15.1 Description

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

2-15.2 Curb Classification

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

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

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

2-15.3 Construction Requirements

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

2-15.4 Measurement

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

2-15.5 Payment

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

"Remove Extruded/Precast Curb", per linear foot

"Remove Curb and Gutter", per linear foot

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

END OF SECTION

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

3
4 **2-16.1 Description**

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

8
9 **2-16.2 Vacant**

10
11 **2-16.3 Construction Requirements**

12
13 Where the structures are removed, the excavation shall be backfilled with imported
14 backfill material.

15
16 Payment will be made at the unit contract price of the item in the proposal.

17
18 All pipe openings shall be plugged in accordance with 7-08.3(4).

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

24
25 **2-16.4 Measurement**

26
27 The removal of catch basins, manholes, and curb inlets will be measured per each.

28
29 **2-16.5 Payment**

30
31 Payment will be made in accordance with Section 1-04.1.

32
33 "Remove Catch Basin", per each

34
35 "Remove Manhole", per each

36
37 All costs associated with the furnishing, placement, and compaction of the imported
38 backfill material shall be included in the unit Contract price for removal.

39
40
41 **END OF SECTION**

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

3
4 **3-04.1 Description**

5 *The first and third paragraphs are deleted.*

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

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

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

12 *The first sentence is revised to read:*

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

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

18 *This section is replaced with the following:*

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

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

24 *This section is deleted:*

25
26
27 **END OF SECTION**

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

3
4 **4-04.5 Payment**

5 *This section is supplemented with the following:*

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

11
12
13 **END OF SECTION**

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

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

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

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

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

23
24 **5-04.2 Materials**

25
26 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
27 **(April 1, 2018 Tacoma GSP)**

28 *For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read*
29 *“WSDOT”.*
30

31 **5-04.2(2) Mix Design – Obtaining Project Approval**
32 **(April 1, 2018 Tacoma GSP)**

33 *This section is revised to read:*
34

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

38
39 No paving shall begin prior to the HMA mix design acceptance by the Engineer
40 for the Job Mix Formula (JMF) that will be used for the same paving. The
41 Contracting Agency will evaluate HMA mix design submittals according to Visual
42 Evaluation per Table 1. The mix design will be the initial JMF for the class of
43 HMA. The Contractor may request a change in the JMF. Any adjustments to the
44 JMF will require the approval of the Project Engineer and must be made in
45 accordance with Section 9-03.8(7).
46

47 Mix designs for HMA shall have the aggregate structure and asphalt binder
48 content determined in accordance with WSDOT Standard Operating Procedure
49 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). The
50 Contractor shall determine anti-strip additive requirements for the HMA and

1 submit laboratory test data for anti-stripping and rutting in accordance with the
2 following options:

- 3 • Hamburg Wheel track Test and Section 9-03.8(2), or
- 4 • Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- 5 • Previous WSDOT Lab mix design verification test data and stripping
- 6 evaluation, per the Engineer's discretion and as stated below.
- 7

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

- 10 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL,
- 11 or one of the mix design verification certifications listed below.
- 12 • The proposed HMA mix design on WSDOT Form 350-042 with the seal
- 13 and certification (stamp & signature) of a valid licensed Washington State
- 14 Professional Engineer.**
- 15 • The Mix Design Report for the proposed HMA mix design developed by a
- 16 qualified City or County laboratory that is within one year of the approval
- 17 date.**
- 18

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

24
25 At the discretion of the Engineer, the Contracting Agency may accept verified mix
26 designs older than 12 months from the original verification date with a
27 certification from the Contractor that the materials and sources are the same as
28 those shown on the original mix design.

29
30 For the use of Commercial HMA, the Contractor shall select a class of HMA and
31 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the
32 required use. Commercial HMA can be accepted by a Contractor certificate of
33 compliance letter stating the material meets the HMA requirements defined in the
34 Contract.

35
36 **5-04.2(2)B Using HMA Additives**
37 **(April 1, 2018 Tacoma GSP)**

38 *This section is revised to read:*
39

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

- 44
- 45 • Do not use additives that reduce the mixing temperature in the production
- 46 of High RAP/Any RAS mixtures.
- 47
- 48 • Before using additives, obtain the Engineer's approval using WSDOT
- 49 Form 350-076 to describe the proposed additive and process.
- 50

5-04.3 Construction Requirements

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

The second paragraph is supplemented with the following:

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

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

The second paragraph is deleted.

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

The first paragraph is revised to read:

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

None.

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

This section is revised to read:

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

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

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

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

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

Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by

the Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items will be permitted due to any increase or decrease in the amount of pavement repair.

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

5-04.3(6) Mixing

(Aug 1, 2020 Tacoma GSP)

The first paragraph is revised to read:

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

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

(Aug 1, 2020 Tacoma GSP)

This section is revised to read:

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

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

5-04.3(9) HMA Mixture Acceptance

(April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

5-04.3(9)A Test Sections

(April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

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

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

The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

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

the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

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

This section is revised to read:

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

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

5-04.3(10) HMA Compaction Acceptance

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

This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

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

The second paragraph is revised to read:

Compaction tests will be performed at a minimum of 5 various locations, as determined by the Engineer, for each 400 tons placed. The locations will be determined by the stratified random sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the Project

Engineer is satisfied that material conforming to the Specifications can be produced. The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

This section is supplemented with the following:

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

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

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

5-04.4 Measurement

(***)**

The first paragraph is revised to read:

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

5-04.5 Payment

(***)**

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

The following pay items for HMA are revised to read:

“HMA Cl. ____ PG ____”, per ton.

1
2 The unit Contract price per ton for "HMA Cl. ____ PG ____" shall be full payment for all
3 costs incurred to carry out the requirements of Section 5-04, including coring and testing,
4 anti-stripping additive; and shall include asphalt wedge curbs, thickened edges, curb
5 drains, and connection to existing drains in accordance with the Contract. Any costs that
6 are already included in other Bid items in the Proposal shall not be included in the unit
7 Contract prices per ton for these HMA Bid items.

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

10
11 "Temporary Pavement Patch", per ton.

12
13 The unit Contract price for "Temporary Pavement Patch" shall be full pay for all labor,
14 equipment, and materials required to furnish and install, maintain, and remove and
15 dispose of the temporary patch.

16
17 Temporary pavement patches placed between October 1st and March 31st shall be HMA
18 Cl. 1/2" PG 58H-22.

19
20
21 **END OF SECTION**

1 **6-02 CONCRETE STRUCTURES**
2 **(February 16, 2011 Tacoma GSP)**

3
4 **6-02.3(2)B Commercial Concrete**

5 *This section is supplemented with the following:*

6
7 Where concrete Class 3000 is specified for driveways, the Contractor may use
8 commercial concrete.

9
10
11 **END OF SECTION**

1 **7-04 STORM SEWERS**
2 **(March 17, 2003 Tacoma GSP)**

3
4 *This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*

5
6
7 **END OF SECTION**

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

(***)**

7-05.1 Description

This section is supplemented with the following:

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

7-05.3 Construction Requirements

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

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

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

This section is revised to read:

7-05.3(1) Adjusting Utility Structures to Grade

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

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

The City of Tacoma Sewer Transmission Maintenance Division shall provide frames and grates for all manholes and catch basins adjusted by the Contractor. The Contractor shall coordinate with Ryan Welander at (253) 404-6964 at least 48 hours prior to pickup of materials. The Contractor will be responsible for picking up the castings at the following location:

Tacoma Central Treatment Plant
2201 Portland Avenue East
Tacoma, WA 98421

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

When adjusting an existing catch basin, the Contractor shall clean the structure in accordance with Section 7-07 and shall include all costs in the price for adjustment.

Where shown on the Plans for water main valve chambers to be adjusted to grade, existing valve cans and covers shall be replaced with new castings. New water valve

cans and covers for "Adjust Existing Valve Chamber to Grade" will be provided by the Contracting Agency. The Contractor shall coordinate with Geff Yotter at (253) 377-5966 at least 5 working days prior to pickup of materials. The Contractor will be responsible for picking up the castings at the following location:

Water Operations Distribution Building
3506 South 35th Street
Tacoma, WA 98409

7-05.3(3) Connections to Existing Manholes

The first sentence is revised to read:

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

7-05.4 Measurement

The sixth paragraph is revised to read:

Connections to existing structures will be measured per each.

This section is supplemented with the following:

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

Catch basins with combination inlets will be measured per each.

7-05.5 Payment

The first paragraph is supplemented with the following:

The unit Contract price for "Manhole____" shall be full pay for all work required to furnish and install the new manhole to finished grade, including, but not limited to, excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), channeling, installing frame and cover, ladders, steps, and handholds, as applicable per Standard Plans.

The unit Contract price for "Catch Basin____" shall be full pay for all work required to furnish and install the new catch basin to finished grade, including, but not limited to, excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), installing frame and cover, as applicable per Standard Plans.

The pay item for "Adjust Manhole" is revised to read:

"Adjust Existing Manhole", per each.

The unit Contract price per each for "Adjust Existing Manhole" shall be full pay for all costs associated with adjusting frame and cover to finished grade, including but not limited to, excavating, furnishing and placing backfill, installing the new frame and cover, compacting, surfacing, and restoration.

The pay item for "Adjust Catch Basin" is revised to read:

1
2 "Adjust Existing Catch Basin", per each.
3

4 The unit Contract price per each for "Adjust Existing Catch Basin" shall be full pay for all
5 costs associated with adjusting frame and grate to finished grade, including but not
6 limited to, excavating, furnishing and placing backfill, installing the new frame and grate,
7 adjusting to flowline, compacting, cleaning, surfacing, and restoration.
8

9 *The pay item for "Connection to Drainage Structure" is revised to read:*
10

11 "Connect New Sewer Pipe ____-In. Diam. to Existing Structure", per each
12

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

15 All costs for coordinating with City staff, picking up manhole castings, and securing,
16 storing, and protecting castings shall be included in the unit prices for "Manhole____",
17 "Catch Basin____", "Adjust Existing Manhole", and "Adjust Existing Catch Basin".
18

19 "Reconnect Existing Sewer Pipe, ____-In. Diam., to New Structure", per each.
20

21 The unit Contract price per each shall be full pay for all labor, equipment and materials
22 necessary to reconnect the existing sewer pipe to the new structure as specified in
23 Section 7-05.3.
24

25 "Adjust Existing Valve Chamber to Grade", per each
26

27 The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be
28 full pay for all costs associated with the adjusting the valve chamber to finished grade,
29 including but not limited to, excavating, furnish and place backfill, compacting, surfacing,
30 and restoration.
31

32
33 **END OF SECTION**

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

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

3
4 **7-07.3 Construction Requirements**

5 *Item three of paragraph two is revised to read:*

- 6
7 3. If sediment and water from structures does not meet the conditions described in
8 1 or 2 above, the Contractor shall collect and dispose of all water used and all
9 debris generated in cleaning operations. No cleaning water or debris shall be
10 flushed downstream beyond the limits of the work.

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

13
14 All lines shall be cleaned prior to an inspection of existing drainage lines or structures.

15
16 **7-07.5 Payment**

17 *This section is revised to read:*

18
19 All costs for cleaning existing drainage structures shall be included in other bid items in
20 the Bid Proposal.

21
22
23 **END OF SECTION**

1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

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

3
4 **7-08.3 Construction Requirements**

5
6 **7-08.3(1)A Trenches**

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

9
10 **7-08.3(1)C Bedding the Pipe**

11 *This section is supplemented with the following:*

12
13 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma
14 Standard Plan No. SU-16.

15
16 **7-08.3(2)F Plugs and Connections**

17 *This section is supplemented with the following:*

18
19 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal,
20 shall be used at any pipe joint in which bell and spigot or fused joints are not
21 used. Flexible couplings are not permitted, except for side sewer installation.

22
23 **7-08.3(2)G Jointing of Dissimilar Pipe**

24 *This section is revised to read:*

25
26 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac
27 Industries, Inc., or Engineer approved equal, except for side sewer installation.

28
29 **7-08.3(3) Backfilling**

30 *The second paragraph is revised to read:*

31
32 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma
33 Standard Plan No. SU-16. Backfill above pipe zone and extra excavation area backfill
34 material shall meet the requirements of Section 9-03.12(2), Gravel Backfill for Walls.
35 Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill, backfill
36 above pipe zone, and extra excavation area backfill.

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

39
40 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will
41 not be shifted out of position nor damaged by impact or overloading. If pipe is being
42 placed in a new embankment, backfill above the pipe zone shall be placed in
43 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved
44 areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no
45 more than 12-inches thick and compacted to 95-percent maximum density. If pipe is
46 being placed in non-traffic areas, backfill above the pipe zone shall be placed in
47 horizontal layers no more than 12-inches thick and compacted to 85-percent maximum
48 density. All compaction shall be in accordance with the Compaction Control Test of
49 Section 2-03.3(14)D.

1 **All material excavated from the trench shall be considered unsuitable for backfill**
2 **above the pipe zone and shall be removed and replaced with imported backfill,**
3 **meeting the requirements of Section 9-03.12(2).**
4

5 *Section 7-08.3 is supplemented with the following:*
6

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

8

9 **7-08.3(5)A General Requirements**

10

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

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

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

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

42 The Contractor shall be required to test the bypass pumping system in the presence of
43 the Engineer prior to taking any sewer system out of service.
44

45 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
46 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.
47

48 The Contractor shall use hard pipe to bypass sewers 12-inches in diameter or greater.
49 The Contractor shall not block any driveways or intersections, but shall bury the pipe to
50 allow continuous access through intersections and driveways.
51

1 The Contractor may use lay-flat hose to bypass storm and sanitary sewers that are less
2 than 12 inches in diameter. The Contractor shall ensure that sewage spills do not occur
3 with the use of lay flat hoses. If sewage spills occur, the Contractor will be required to
4 use hard pipe for all sanitary sewers.

6 **7-08.3(5)B Backup Equipment and Monitoring**

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

15 **7-08.3(5)C Flow for Bypass System Design**

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

26 **7-08.3(5)D Bypass Pumping Plan**

28 The Contractor shall submit Bypass Pumping Plans for each location included in the
29 Contract, in accordance with Section 1-05. The Contractor's plans for bypass pumping
30 shall be reviewed by the Contracting Agency before the Contractor will be allowed to
31 commence bypass pumping. The review of the bypassing system and equipment by the
32 Engineer shall in no way relieve the Contractor of their responsibility and public liability.

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

- 36 1. Location of pumps and generators
- 37 2. Method, type, and size of plugs
- 38 3. Size, material, location, and method of installation of suction piping
- 39 4. Size, material, location, and method of installation of discharge piping
- 40 5. Bypass pump sizes, capacity, number of each to be on site
- 41 6. For pipes sized 12-inches and greater (excluding catch basins), calculations
- 42 of static lift, friction losses, and flow velocity, including pump performance
- 43 curves showing pump operating range
- 44 7. Power generator and standby size and location
- 45 8. Method of noise control for pumps and generators to comply with the City's
- 46 noise ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
- 47 9. Calculations for selection of bypass pumping pipe sizes
- 48 10. Method of protecting discharge manholes from erosion or damage
- 49 11. All backup equipment including pumps, hoses, generators, and pipe
- 50 12. Contractor's 24-hour emergency contact name and phone number

13. Description of proposed contingency plan and clean up method for any spills that may occur.

7-08.3(6) Abandon Existing Pipe

If construction of the new sewer pipe does not result in the removal of the existing pipe due to differing alignments, then the existing pipe shall be abandoned in place as shown in the Plans. The Contractor shall plug all pipe branches, stubs, or other open ends of the pipe to be abandoned and fill with CDF. The Contractor shall submit a Pipe Abandonment Plan in accordance with Section 1-05.3 describing the proposed methods for filling the pipes with CDF, specifically addressing how the pipes will be filled in a manner that will prevent air pockets from being left in the abandoned pipe. The CDF mix design shall meet the requirements of Section 2-09.3(1)E.

If the pipes to be abandoned are removed and disposed of during construction of the new sewers, all costs for the removal and disposal shall be included in the unit contract price for "Structure Excavation, Class B," at per cubic yard.

7-08.3(7) Underground Utility Potholing

Prior to the start of pipeline construction, the Contractor shall pothole existing underground utilities at the locations identified on the Plans. The Contractor shall expose the top and bottom of the utility to verify the exact horizontal and vertical location in the field. The top of the utility shall be field surveyed, and the diameter/dimensions shall be verified and submitted to the Engineer. The Contractor shall schedule City Survey crews a minimum 72-hours prior to potholing.

The Contractor shall provide the Engineer with a copy of the plan sheet with the pothole information clearly shown. Upon receipt of this information, the Engineer will determine if a conflict exists. The City will notify the Contractor within five (5) full working days as to what design modifications, if any, are required to resolve the conflict. The Contractor shall pothole all locations within 20 days of the Notice to Proceed, so as to avoid impacts to the construction schedule.

7-08.4 Measurement

This section is supplemented with the following:

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

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

Abandonment of existing sewer pipes will be measured by the cubic yard of CDF necessary to fill the existing pipes.

"Underground Utility Potholing" shall be measured per each.

7-08.5 Payment

This section is supplemented with the following:

1 “Temporary ___ Sewer Bypass”, per lump sum.

2
3 The lump sum Contract prices for “Temporary ___ Sewer Bypass” shall be full payment
4 for labor, equipment, and materials, including but not limited to, personnel, fuel,
5 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
6 trenching, surface restoration costs, and all other work necessary to maintain
7 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
8 system flows.

9
10 “Temporary ___ Sewer Bypass Plan”, per lump sum

11
12 The lump sum Contract price for “Temporary ___ Sewer Bypass Plan” shall be full pay
13 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
14 revisions for the Temporary Bypass Plan.

15
16 “CDF for Pipe Abandonment”, per cubic yard.

17
18 The unit Contract price for “CDF for Pipe Abandonment” shall be full payment for all
19 labor, materials, and equipment necessary to abandon the sewer pipes.

20
21 “Underground Utility Potholing”, per each.

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

29
30
31 **END OF SECTION**

7-17 SANITARY SEWERS

(***)**

7-17.1 Description

This section is supplemented with the following:

All references to sanitary sewer shall also mean storm sewers.

7-17.2 Materials

The first paragraph is revised to read:

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

This section is supplemented with the following:

Polyvinyl Chloride (PVC) Pressure Pipe (4-inches and over)	9-30.1(5)A
--	------------

7-17.3(2)A General

The first paragraph is revised to read:

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

7-17.3(2)H Television Inspection

This section is revised to read:

General

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

Schedule & Review Requirements

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

The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the Engineer may be present during the inspection if so elected. The inspection video and associated database file for each pipe segment, including all side sewers (if applicable), shall be submitted to the Contracting Agency for review and approval within ten (10) working days of the installation. The Engineer may take up to three working days to review the files. If more than three working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with Section

1 1-08.8. No claim will be allowed for damages and no extension of time will be granted
2 resulting from the rejection of a video or database due to not meeting the technical
3 requirements or construction defects identified in the video.
4

5 **Inspection and Video Criteria**

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

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

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

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

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

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

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

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

- Date of Inspection
- Main segment number
- Upstream and downstream manhole and/or catch basin numbers
- Current distance along the mainline

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

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

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

7-17.4 Measurement

This section is supplemented with the following:

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

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

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

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

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

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

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

1
2 No specific unit of measurement will apply for television inspection as required in this
3 section. All costs shall be included in the per foot price of pipe installed.
4

5 **7-17.5 Payment**

6 *The first paragraph is supplemented with the following:*
7

8 "PVC Storm Sewer Pipe ____In. Diam.", per linear foot.
9

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

12 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall
13 be full pay for the furnishing, hauling, and assembling in place the complete installation,
14 including but not limited to, disposal of material excavated within the pipe zone,
15 furnishing and installing pipe bedding and backfill material within the pipe zone, and all
16 wyes, tees, special fittings, rigid couplings, joint materials, and other appurtenances
17 necessary for the completion of the installation to the required line and grade, unless
18 proposal items are included for these specific items of work. The unit price shall also
19 include all costs associated with cleaning the pipe and performing and submitting
20 television inspection videos. Sewer pipe per linear foot shall not be paid until the
21 Contracting Agency has approved the CCTV inspection video and database, and
22 provided approval of the pipe segment.
23

24 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*
25

26 "Removal and Replacement of Unsuitable Material", per cubic yard.
27

28 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable
29 Material" shall be full pay for all work required to haul and dispose of the unsuitable
30 material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material
31 as specified in Section 7-08.3(3).
32

33 **All material excavated from the trench shall be considered unsuitable for backfill**
34 **above the pipe zone and shall be removed and replaced with imported backfill,**
35 **meeting the requirements of Section 9-03.12(2).**
36
37

38 **END OF SECTION**

7-18 SIDE SEWERS

(***)**

7-18.1 Description

This section is supplemented with the following:

The Contractor shall remove and replace existing side sewers as defined on the Plans and reconnect the existing side sewer. The location of the side sewer at the main is estimated based on a TV inspection of the main and may vary in either direction. The actual location at the point of reconnection is unknown.

7-18.3(1) General

This section is supplemented with the following:

The Contractor shall use solid wall PVC pipe meeting the requirements of Section 9-05.12(1) for all side sewers located 10 feet or more from a water service. If the side sewer is located within 10 feet of a water service, the Contractor shall use solid wall PVC pressure pipe meeting the requirements of Section 9-30.1(5)A. If the side sewer crosses above a water main, the side sewer shall be encased per the Department of Ecology Criteria for Sewage Works Design (Orange Book) Section C1-9.1.4A. Any encasement of side sewers shall be paid for under force account per Section 1-09.6.

7-18.3(2)A Jointing of Dissimilar Pipe

This section is supplemented with the following:

Dissimilar pipe shall be joined by use of Strong Back couplings manufactured by Fernco, Inc., or Engineer approved equal.

7-18.4 Measurement

This section is supplemented with the following:

Measurement for payment shall be by the linear foot of pipe installed, and shall be along the pipe invert, through tees, wyes and other fittings, from the centerline of the main to the centerline of the cleanout.

No specific unit of measurement will apply for television inspection as required in Section 7-17.3(2)H. All costs shall be included in the per foot price of pipe installed.

7-18.5 Payment

The second paragraph is revised to read:

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

1 Contracting Agency has approved the CCTV inspection video and database, and
2 provided approval of the pipe segment.

3

4

5

END OF SECTION

1 **7-19 SEWER CLEANOUTS**
2 **(May 13, 2009 Tacoma GSP)**
3

4 **7-19.3 Construction Requirements**

5 *The third sentence of the first paragraph is deleted.*
6

7 *The fourth sentence of the third paragraph is deleted.*
8

9 **7-19.5 Payment**

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

12 The unit Contract price for "Sewer Cleanout" shall be full pay for furnishing and placing
13 the wye, pipe, pipe bends, pipe plug, castings, and collar as specified herein and as
14 shown on Standard Plan SU-24.
15
16

17 **END OF SECTION**

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**
2 **(April 1, 2018 Tacoma GSP)**

3
4 **8-01.1 Description**

5 *This section is supplemented with the following:*

6
7 The City of Tacoma Stormwater Management Manual is available on the City's website
8 at www.cityoftacoma.org/stormwatermanual.

9
10 The City of Tacoma has been issued a Washington State Department of Ecology
11 NPDES Construction Stormwater General Permit for this project. The permit number
12 shall be made available prior to the start of construction, of which information can be
13 found at the following site: <https://apps.ecology.wa.gov/paris/PermitSearch.aspx>. This
14 Work also consists of administration and compliance with the requirements of this permit
15 for this project.

16
17 **8-01.3(1) General**

18 *This section is supplemented with the following:*

19
20 The Contractor shall perform all work in compliance with the NPDES Construction
21 Stormwater General Permit issued for this project.

22
23 The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed
24 and terminated upon completion of the project per the following:

- 25
26 1. The City will provide the Contractor with a Transfer of Coverage form prior to
27 issuing a Notice to Proceed.
28 2. The Contractor shall sign and return the Transfer of Coverage form to the City.
29 3. The City will process the transfer and pay any associated transfer fees to the
30 Washington State Department of Ecology.
31 4. Once the transfer is complete and a Notice to Proceed has been issued, the
32 Contractor is responsible for performing all work in compliance with the permit
33 and the plans and specifications.
34 5. The Contractor shall pay any renewal fees if the need for permit renewal is
35 caused by contractor, otherwise the City will pay all renewal fees.
36 6. Upon Physical Completion of the Work the Contractor shall submit a Notice of
37 Termination to the Washington State Department of Ecology and provide the
38 City documentation that the termination is effective.

39
40 **8-01.3(1)A Submittals**

41 *This section is revised to read:*

42
43 The Contractor shall prepare and implement a project-specific Construction Stormwater
44 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
45 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes
46 the potential for pollution problems on a construction site and explains and illustrates the
47 measures to be taken on the construction site to control those problems.

48
49 The Construction SWPPP shall be prepared as a stand-alone document consisting of
50 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
51 Erosion and Sediment Control (TESC) Plans.

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

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

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

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

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

This section is revised to read:

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

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

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.
2. Performing monitoring as required by the NPDES Construction Stormwater General Permit.

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

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

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding

The first paragraph is supplemented with the following:

Temporary seeding with "Temporary Erosion Control Seed Mix" shall meet the following:

Type of Seed	% by Weight
Chewings or Annual Bluegrass <i>Festuca rubra var. commutate</i> or <i>Poa annua</i>	40
Perennial Rye <i>Lolium perenne</i>	50
Redtop or Colonial Bentgrass <i>Agrostis alba</i> or <i>Agrostis tenuis</i>	5
White Dutch Clover <i>Trifolium repens</i>	5

The rate of application shall be 120 lbs. per acre.

The fourth paragraph is supplemented with the following:

Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown with the sower moving in one direction, and the remainder with the sower moving at right angles to the first sowing.

8-01.3(2)D Temporary Mulching

The first paragraph is supplemented with the following:

Moderate-Term Mulch shall be applied at a rate of 3,500 lbs. per acre.

8-01.3(2)E Tackifiers

This section is supplemented with the following:

Organic Tackifier shall be applied at a rate per manufacturer's instructions.

8-01.3(8) Street Cleaning

The third paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9) Sediment Control Barriers

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an internal device or 1/3 the height of the external device (or less when so specified by the manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

The section is supplemented with the following:

Only bag-type filters are allowed for use in the public right of way.

8-01.4 Measurement

8-01.4(2) Item Bids

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

No specific unit of measurement shall apply to the lump sum item "NPDES Construction Stormwater General Permit".

Inlet protection shall be measured per each.

Street cleaning shall be measured per hour.

1 **8-01.5(2) Item Bids**

2 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
3 *1-09.6 is revised to read:*

4
5 Installation, maintenance, and removal of erosion and water pollution control devices
6 including removal and disposal of sediment, stabilization and rehabilitation of soil
7 disturbed by these activities and any additional Work deemed necessary by the
8 Engineer to control erosion and water pollution will be paid by force account in
9 accordance with Section 1-09.6. Directing implementation by ESC Lead of the
10 measures identified in the SWPPP, shown on the TESC plan, and all other work as
11 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-
12 09.6.

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

15
16 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum.

17
18 The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall
19 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
20 resubmitting revisions for the Stormwater Pollution Prevention Plan.

21
22 "NPDES Construction Stormwater General Permit", per lump sum.

23
24 The lump sum contract price for "NPDES Construction Stormwater General Permit" shall
25 be full pay for all costs, including but not limited to, transfer of coverage, sampling,
26 monitoring, reporting, coordinating, inspecting, materials and labor, and all fees and any
27 other expenses necessary to fully comply with the requirements of the Permit up to and
28 including termination of the Permit and completion of the Work. The lump sum price shall
29 also include all costs necessary to supply the City of Tacoma with all information as
30 necessary to ensure compliance with the permit.

31
32 "Inlet Protection," per each

33
34 "Street Cleaning," per hour.

35
36
37 **END OF SECTION**

8-02 ROADSIDE RESTORATION

(***)**

8-02.1 Description

This section is supplemented with the following:

This Work shall also include roadside maintenance and construction cleanup in accordance with the Specifications.

City of Tacoma Soil Amendment Options:

Soil Amendment areas shall consist of one or more of the following types:

- Option 1: Areas where native soil and vegetation will be retained in place in accordance with City of Tacoma Standard Plan GSI-01a;
- Option 2: Areas where topsoil or subsoil will be amended in place in accordance with City of Tacoma Standard Plan GSI-01b;
- Option 3: Areas where topsoil will be removed from the site, temporarily stockpiled, amended and replaced in in accordance with City of Tacoma Standard Plan GSI-01c.
- Option 4: Areas where imported Topsoil Type A will be applied; and/or,
- Option 4b: Areas where imported Topsoil Type A will be applied, but not tilled, such as under the dripline of existing trees or on a slope where it is infeasible to till Topsoil Type A into existing site soils

8-02.2 Materials

This section is supplemented with the following:

Compost shall meet the requirements of Section 9-14.5(8).

8-02.3 Construction Requirements

8-02.3(1) Responsibility During Construction

The third paragraph is revised to read:

The Contractor shall protect existing trees, lawn, grass, and vegetation in accordance with the Plans and Section 1-07.16(2). The Contractor shall protect existing trees in accordance with Standard Plans LS-08, LS-09, LS-10, and LS-11, unless noted otherwise in the Plans and Specifications.

This section is supplemented with the following:

The Contractor shall not dump or stockpile topsoil, compost, mulch, or any other landscape materials directly on roadway surfaces and shall employ the appropriate BMPs. Landscape materials shall be placed immediately upon delivery to the jobsite. The Contractor may request to stockpile these materials by submitting a Roadside Work Plan. Stockpiling in the right of way is not permitted unless approved in writing by the Engineer.

The Contractor shall notify the Engineer of any obstructions to the proposed work and shall repair damage in accordance with Section 1-07.16. Prior to starting work, the

Contractor shall locate and protect all underground utilities in accordance with Section 1-07.17.

8-02.3(2)A Roadside Work Plan

Item 1.b is revised to read:

1.b Means and methods for vegetation protection in accordance with Standard Plans LS-08 through LS-11 and Section 1-07.16(2).

8-02.3(4) Topsoil

This section is supplemented with the following:

The Contractor shall use Topsoil Type A in accordance with Section 9-14.2, unless otherwise shown on the Plans or as approved by the Engineer.

8-02.3(4)A Topsoil Type A

This section is revised to read:

The Contractor shall place, till, and fine grade Topsoil Type A in accordance with Section 8-02 and Standard Plan GSI-01d. Topsoil Type A shall conform to Sections 9-14.2 and 9-14.2(1). The Contractor shall submit a certification by the supplier that the contents of the topsoil meet the requirements in the Special Provisions.

8-02.3(5)C Planting Area Preparation

Item 5 of this section is revised to read:

5. Amended topsoil shall be cultivated to a minimum depth of 8 inches in accordance with Standard Plan GSI-01b and GSI-01c, and replaced topsoil shall be imported and placed per GSI-01d. Do not till or place loose topsoil without compaction and stabilization measures on slopes 3H:1V or steeper.

This section is supplemented with the following:

8. All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

This section is supplemented with the following:

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(6) Mulch and Amendments

This section is supplemented with the following:

Compost amendment shall be included in Topsoil Type A, B, or C in accordance with Standard Plans GSI-01c and GSI-01d. Compost content is included in the topsoil quantity.

Coarse compost can be used as mulch for planting areas in accordance with Section 8-02.3(6)A.

Soil Amendment General Requirements:

- 1) Soil Amendment areas, as described in this Specification, shall include an amended topsoil layer with a minimum depth of 8 inches, except for Soil Amendment Option 4b.
- 2) Sequencing and Scheduling: Do not perform soil preparation work in areas subject to the subsequent work of other sections, unless approved otherwise.
- 3) Contractor has the option of amending the soils at the "Pre-Approved Rates" or performing soil amendment at the "Calculated Rates" required to meet the performance criteria, as specified in the Soil Amendment Layer Table below. The Contractor shall perform soil characterization testing and have a qualified professional perform the soil amendment calculations if choosing to amend soils to meet the "Calculated Rates" performance criteria, as outlined in Section 8-02.3(2)A.

Soil Amendment Option 4 (Areas where Topsoil Type A will be applied):

1) Scarification Layer:

Scarify or till subgrade in two directions to depth of 6-inches. Entire surface should be disturbed by scarification prior to placing topsoil. Do not scarify within drip line of existing trees to be retained.

2) Soil Amendment Layer:

A. Planting Beds:	B. Turf (Lawn) Areas:
Use Topsoil Type A mix containing min. 10% organic matter (typically around 40% compost).	Use Topsoil Type A mix containing min. 5% organic matter (typically around 25% compost).
Place 3-inches of Topsoil Type A Mix on surface and till into 2-inch of site soil.	Place 3-inches of Topsoil Type A Mix on surface and till into 2-inch of site soil.
Place second lift of 3-inches Topsoil Type A mix on surface.	Place second lift of 3-inches Topsoil Type A mix on surface.
Rake beds to smooth, and remove surface rocks over 2-inch diameter.	Water or roll to compact soil to 85% of maximum dry density.
Mulch planting beds with 2-inches of organic mulch.	Rake to level, and remove surface rocks larger than 1-inch diameter.

8-02.3(6)A Compost

This section is supplemented with the following:

1 Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP
2 C125, Section 1.12 and A900 – Compost, Chapter 21.9 of the City of Tacoma
3 Stormwater Management Manual.
4

5 The Contractor shall report the amount of cubic yards of compost incorporated into the
6 project to the Engineer, both as mulch and as topsoil amendment or content. The
7 Contractor shall submit the quantity of compost per type and supplier.
8

9 **8-02.3(6)B Fertilizers**

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

12 Fertilizer shall be supplied and applied per landscaping supplier recommendation of
13 BMP C120 per the Stormwater Management Manual, Volume 3, Chapter 1, Section 1-
14 17.
15

16 **8-02.3(8)C Pruning, Staking, Guying and Wrapping**

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

19 Under no circumstances shall tree or shrub pruning be done prior to inspection and
20 approval of plants by the Engineer. Pruning cuts shall only be made to remove dead,
21 damaged, diseased, or broken branches, and in no case shall remove the leader of the
22 tree. If approved, all cuts shall be made in accordance with the ANSI A300 pruning
23 standards at the point of connection with the parent stem, outside of the branch collar,
24 leaving no stubs.
25

26 Pruning cuts shall be made in a manner to favor the earliest possible covering of the
27 wound by callus growth. Cuts that produce large (greater than 1.5") wounds or weaken
28 the tree will not be acceptable. All pruning shall produce a clean cut without bruising or
29 tearing the bark.
30

31 Evergreens shall not be pruned, except to remove injured branches. The use of pole
32 shears and/or hedge shears for pruning deciduous and evergreen trees will not be
33 permitted. All trimmings and other debris left over from the planting operations shall be
34 collected and disposed of off the site.
35

36 All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three
37 wires or cables.
38

39 All deciduous and evergreen trees shall be staked the same day of planting.
40

41 **8-02.3(10) Lawn Installation**

42 **8-02.3(10)B Lawn Seeding and Sodding**

43 *The third paragraph is revised to read:*
44

45
46 Seed placed by hand shall be raked into the soil. Following raking, the seeded soil shall
47 be rolled with a smooth 50-pound roller. Sod strips shall be placed within 48 hours of
48 being cut. Placement shall be without voids and have the end joints staggered. Following
49 placement, the sod shall be rolled with a smooth roller to establish contact with the soil.
50 On sloped areas, the sod strips shall be laid perpendicular to the flow of water.
51

This section is supplemented with the following:

All seed mixes and application rates shall conform to BMP C120 per the Stormwater Management Manual, Volume 3, Chapter 1, Section 3-18.

Hydroseeding shall be the method for lawn installation, unless specified otherwise in the Plans, Specifications, or as approved by the Engineer. All permanent seeding areas shall be seeded with Low-Growing Turf Seed Mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties) <i>Festuca arundinacea</i> var.	45
Dwarf Perennial Rye (Barclay) <i>Lolium perenne</i> var. <i>Barclay</i>	30
Red Fescue <i>Festuca rubra</i>	20
Colonial Bentgrass <i>Agrostis tenuis</i>	5

The rate of application shall be per manufacturer's recommendation.

Seeding fertilizer shall be per manufacturer's recommendation.

8-02.3(10)C Lawn Establishment

This section is supplemented with the following:

Lawn that is replaced shall be hydroseeded, unless approved otherwise by the Engineer for hand-placed lawn seed.

8-02.3(16) Roadside Maintenance Under Construction

This section is supplemented with the following:

Construction Cleanup: Where staining, dust, or other material has visibly accumulated on the adjoining buildings and sidewalks as a result of the Work, the Contractor shall clean up the material as directed by the Engineer. The Contractor shall remove all siltation, spoils, debris, and solid waste resulting from the Contractor's activities along the project right of way and dispose of it in accordance with the Contract. The cost for any cleanup described in Section 8-02 shall be included in the lump sum Contract price for "Roadside Restoration".

8-02.4 Measurement

The first paragraph is revised to read:

Topsoil, bark or woodchip mulch and soil amendments will be measured by the cubic yard in the haul conveyance at the point of delivery, when included in the Proposal.

The third paragraph is revised to read:

Compost will be measured by the cubic yard in the haul conveyance at the point of delivery, when included in the Proposal. The Contractor shall report the amount of cubic

yards of Compost incorporated into the project to the Engineer in all cases, even if included in a lump sum.

The fourth and fifth paragraphs are revised to read:

“Soil Amendment Option ____” will be measured per square yard along the ground slope for the areas completed by the Contractor and accepted by the City.

8-02.5 Payment

Paragraphs 7 through 18, pertaining to partial payment, are deleted.

The pay unit of square yards will be used in lieu of acres.

The following pay items are revised to read:

This section is supplemented with the following:

“Soil Amendment Option ____”, per cubic yard

The unit contract price per cubic yard for “Soil Amendment” shall be full pay for all labor, material and equipment necessary to complete the Work as specified, which includes scarifying subgrade (where applicable), furnishing, hauling, removal, placing, spreading, processing, cultivating, compacting, raking, and fine grading required to incorporate the compost or Topsoil Type A, B, and/or C into the existing soil. The unit price shall also include the procurement of the source material for Topsoil Type A and C, pre-excavation weed control, intermediate windrowing, stockpiling, and weed control on stockpiles or windrows.

Any sample collection, testing, or calculations required herein as part of “Soil Amendment” shall be included in the applicable soil amendment unit cost and shall not be measured for payment.

“Landscape Restoration”, by force account.

Any restoration of landscape (and associated items not covered under a Bid item) necessary to restore surface areas outside the “Cut and Fill” limits as shown on the Plans, where pavement has been removed or where excavation has occurred in construction of storm, sewer, and side sewers, pavement, sidewalks and curb ramps, shall be paid for under force account.

Payment for “Landscape Restoration” shall be full pay for all materials, labor, tools, equipment and supplies necessary for complete restoration, as well as any work necessary for weed control within planting areas, seeding, fertilizing and mulching, installation of bark or wood chip mulch, installation of topsoil, planting area preparation, fine grading, planting, cultivating, relocating irrigation, other irrigation work as necessary, and clean-up for the particular items called for in the Plans until the physical completion date of the contract. Any restoration needed due to damage or disturbance caused by the Contractor beyond the limits of work shall be performed at no additional cost to the

END OF SECTION

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**

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

3
4 **8-04.3 Construction Requirements**

5
6 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

7 *The first paragraph is revised to read:*

8
9 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed
10 with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.

11
12 *Section 8-04.3 is supplemented with the following:*

13
14 **8-04.3(6) Cold Weather Work**

15
16 The following additional requirements for placing concrete shall be in effect from
17 November 1 to April 1:

- 18
19
 - The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - All concrete placement shall be completed no later than 2:00 p.m. each day.
 - Where forms have been placed and the subgrade has been subjected to frost, no

20
21 concrete shall be placed until the ground is completely thawed. At that time, the

22 forms shall be adjusted and subgrade repaired as determined by the Engineer.

23
24

25
26 **END OF SECTION**

1 **8-13 MONUMENT CASES**

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

3
4 *This section is revised to read:*

5
6 **8-13 MONUMENTS**

7
8 **8-13.1 Description**

9
10 This Work shall consist of constructing monuments in accordance with the Standard
11 Plan and these Specifications, in conformity with the lines and locations shown in the
12 Plans or as staked by the Engineer.

13
14 **8-13.2 Materials**

15
16 Concrete shall be Class 3000 in accordance with the requirements of Section 6-02.
17 'Ready Mix' bag concrete shall not be used.

18
19 Brass markers will be supplied by the Contracting Agency.

20
21 **8-13.3 Construction Requirements**

22
23 The Contractor shall construct the poured monument in accordance with the City of
24 Tacoma Standard Plan SU-01. The brass marker position shall be staked and checked
25 by a Professional Land Surveyor registered in the State of Washington. The brass
26 marker shall be engraved with the PLS number of the Professional Land Surveyor
27 staking and verifying the monument location.

28
29 The Contractor shall obtain a permit for the temporary removal of the Monument from
30 the Washington State Department of Natural Resources in accordance with WAC 332-
31 120 and provide a copy of the permit to the Contracting Agency prior to the removal of
32 the existing Monument.

33
34 **8-13.4 Measurement**

35
36 Measurement of the poured monument will be per each.

37
38 **8-13.5 Payment**

39
40 Payment will be made in accordance with Section 1-04.1.

41
42 "Poured Monument", per each.

43
44 The unit Contract price per each for "Poured Monument" shall be full pay for all labor,
45 equipment, and materials required to furnish and install the monument, including the
46 removal of existing monuments and necessary pavement removal to accommodate the
47 installation in accordance with the standard plan and specifications, and obtaining the
48 Washington State Department of Natural Resources permit.

49
50
51 **END OF SECTION**

1 **8-14 CEMENT CONCRETE SIDEWALKS**

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

3
4 **8-14.3 Construction Requirements**

5
6 **8-14.3(3) Placing and Finishing Concrete**

7 *The fourth paragraph is revised to read:*

8
9 Curb ramps shall be of the type specified in the Plans. The detectable warning pattern
10 shall have the truncated dome shape shown in the Standard Plans.

11
12 **8-14.3(4) Curing**

13 *The second sentence is revised to read:*

14
15 Curing shall be in accordance with Section 5-05.3(13).

16
17 *Section 8-14 is supplemented with the following:*

18
19 **8-14.3(20) Cold Weather Work**

20
21 The following additional requirements for placing concrete shall be in effect from
22 November 1 to April 1:

- 23
24
 - The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - 25 • All concrete placement shall be completed no later than 2:00 p.m. each day.
 - 26 • 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
 - 28 forms shall be adjusted and subgrade repaired as determined by the Engineer.

29
30 **8-14.3(21) Thickened Edge for Sidewalk**

31
32 Thickened edge shall be constructed in accordance with the standard plan.

33
34 **8-14.5 Payment**

35 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

36
37 All additional costs related to the construction of thickened edges shall be included in the
38 unit contract cost for "Cement Conc. Sidewalk".

39
40 *The pay item "Cement Conc. Curb Ramp Type ____" is revised to read:*

41
42 "Cement Conc. Curb Ramp", per each

43
44 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for
45 installing the complete curb ramp per Plans and Specifications, and as directed by the
46 Engineer, including ramps, landings, pedestrian curbs, flares, wings, and detectable
47 warning surfaces as specified. This bid item shall include all curb ramp types.

48
49 *The seventh paragraph is revised to read:*

1 The Contractor shall include all costs associated with excavating, including haul and
2 disposal, regardless of the depth in the unit contract price for "Cement Conc. Sidewalk"
3 and/or "Cement Conc. Curb Ramp Type ____".
4

5
6

END OF SECTION

1 **9-03 AGGREGATES**

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

3
4 **9-03.1 Aggregates for Concrete**

5
6 **9-03.1(1) General Requirements**

7 **(June 16, 2016 Tacoma GSP)**

8 *The seventh paragraph is deleted*

9
10 **9-03.6 Vacant**

11 **(Jun 16, 2016 Tacoma GSP)**

12 *This section, including the title, is revised to read:*

13
14 **9-03.6 Aggregates for Asphalt Treated Base (ATB)**

15
16 **9-03.6(1) General Requirements**

17
18 Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or
19 gravel, in accordance with the provisions of Section 3-01 that meet the following test
20 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
½"	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
35 mixed in the laboratory with the designated grade of asphalt, the mixture shall be
36 capable of meeting the following test values:

37
38 % of Theoretical Maximum Specific Gravity (GMM) (approximate):

39 93 @ 100 gyrations

40
41 AASHTO T324, WSDOT TM T718 or ASTM D3625:

42 Pass (Acceptable anti-strip evaluation tests)

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

**9-03.8 Aggregates for Hot Mix Asphalt
(March 9, 2016 APWA GSP)**

Supplement section 9-03.8 with the following:

**Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)
General Requirements**

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing*
3/4" square	100
1/2" 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

** All percentages are by weight.*

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

9-03.12 Gravel Backfill

Add the following new Section:

**9-03.12(10) Pea Gravel
(September 20, 2018 Tacoma GSP)**

Sieve Size	Percent Passing*
3/4" square	100
3/8" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

Sand Equivalent 35 Minimum

** All percentages are by weight*

1 **9-03.15 Native Material for Trench Backfill**

2 *This section is revised to read:*

3
4 All material excavated from the trench shall be considered unsuitable for backfill above
5 the pipe zone and shall be removed and replaced with imported backfill meeting the
6 requirements of Section 9-03.12(2).

7
8 **9-03.21 Recycled Material**

9
10 **9-03.21(1) General Requirements**

11 **(Jun 16, 2016 Tacoma GSP)**

12 *This section is supplemented with the following:*

13
14 Recycled materials will only be permitted upon approval of the Engineer. Recycled
15 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
16 and extra excavation area backfill material.

17
18
19 **END OF SECTION**

1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

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

3 4 **9-14.2 Topsoil**

5 6 **9-14.2(1) Topsoil Type A**

7 *This section is revised to read:*

8
9 Topsoil Type A shall meet the following requirements:

- 10
- 11 • The source Topsoil shall be friable and loamy, and can contain loam, sandy
 - 12 loam, silty loam, clay loam, or a sandy clay loam.
 - 13 • Topsoil shall be organically amended with Compost before delivery to the job
 - 14 site, and the Compost shall conform to Special Provision 9-14.5(8).
 - 15 • The amended Topsoil shall have minimum 10% organic matter for use in planting
 - 16 beds.
 - 17 • The amended Topsoil shall have minimum 5% organic matter for grass seeding
 - 18 and lawn areas.
 - 19 • The pH shall be between 6.0 and 8.0.
 - 20 • The amended Topsoil shall have maximum 25% passing the #200 sieve.
 - 21 • The amended Topsoil shall not exhibit visible water or dust during handling.
- 22

23 **9-14.5(8) Compost**

24 *Item 4 is revised to read:*

- 25
- 26 1. Minimum organic matter shall be between 40 and 65 percent by dry weight basis
 - 27 as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition
 - 28 Organic Matter Method (LOI)".
- 29

30 *This section is supplemented with the following:*

31
32 The supplier shall produce compost from a local, Washington State certified composting
33 facility, which can be found on the Washington State Department of Ecology Composting
34 website:

35
36 [https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)
37 [materials/Managing-organics-compost](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)

38
39 Compost shall meet the definition for "composted material" per WAC 173-350-100 and
40 comply with standards in WAC 173-350-220, except the feedstock may contain bio
41 solids or manure feed stocks. City of Tacoma TAGRO Potting Soil Mix may be used as
42 compost or shall be added as part of the compost mix.

43
44 Compost shall meet the following additional criteria:

- 45
- 46 • No visible water or dust during handling
 - 47 • 40% minimum to 65% maximum organic content per TMECC
 - 48 • Carbon to nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget
 - 49 Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

1 For use as topsoil amendment in BMP L613, Post Construction Soil Quality and Depth
2 Compost shall meet the following additional criteria:

- 3 • Compost must originate from feedstock that contains a minimum of 65% recycled
4 plant waste comprised of yard debris, crop residues, and bulking agents. A
5 maximum of 35% post-consumer food waste can be substituted for recycled
6 plant waste. The compost may have up to 35% bio solids or manure.
7 Percentages are specified by volume. Quoted terms are defined in WAC 173-
8 350-100.
- 9 • Stable and mature per TMECC, meaning the compost tests results show low
10 oxygen use and low CO2 generation, and is capable of supporting plant growth.
- 11 • Use fine compost per gradation in Section 9-14.5(8).
- 12 • Refer to Standard Plan series GSI-01b through GSI-01d for application.

13
14 Detailed BMP-specific compost specifications are referred to in the City of Tacoma
15 Stormwater Management Manual, Chapter 21.9, A900 – Compost.

16
17
18 **END OF SECTION**

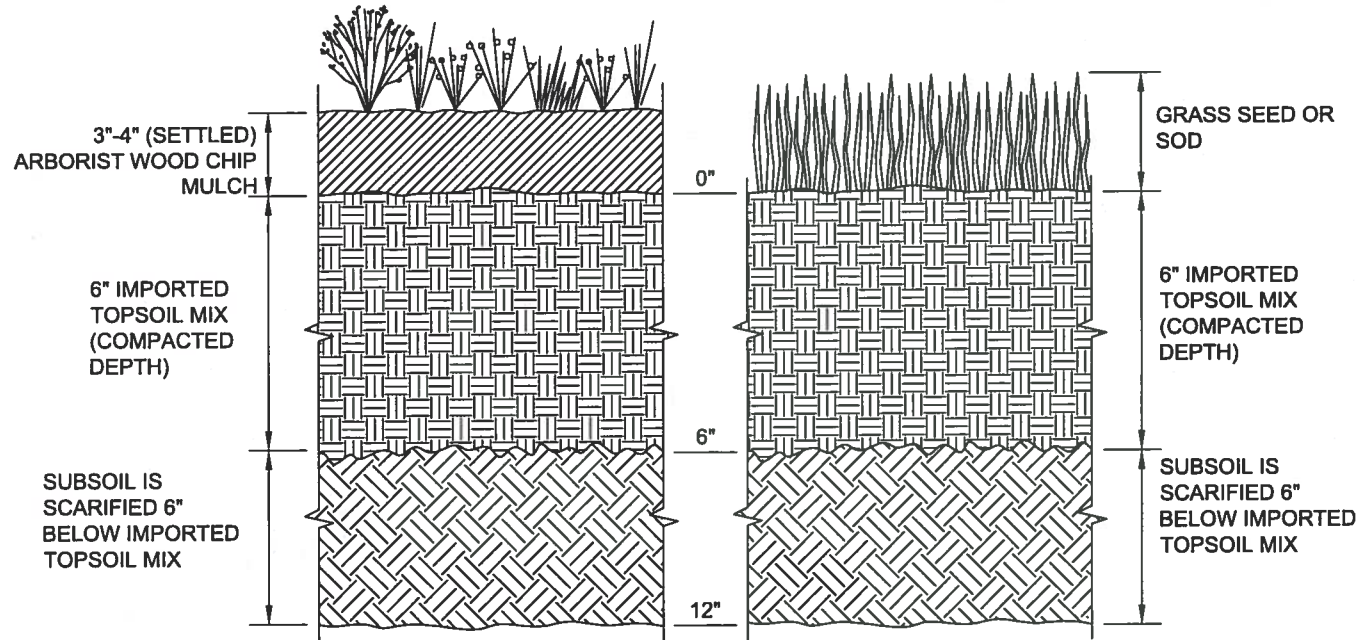
APPENDIX A

CITY OF TACOMA AND WSDOT

STANDARD PLANS

PLANTING BEDS

TURF (LAWN) AREAS



OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds

Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

B. Turf (Lawn) Areas

Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

CITY OF TACOMA
BMP L613 POST CONSTRUCTION SOIL
QUALITY AND DEPTH
OPTION 4 - IMPORTED TOPSOIL
STANDARD PLAN NO. GSI-01d

PART III

**CITY OF TACOMA EQUITY IN
CONTRACTING PROGRAM**



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

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 and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **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.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org

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 Approval as a Certified Business.
- 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 and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“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 procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“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 for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

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. 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 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 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 of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited 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 contractors:

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, waiver of goals 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. 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 a 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 respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) 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 bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated 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 respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a 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 on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the 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. 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 Certified Business 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. 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 Remedies.

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; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the 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. 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 through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV

**LOCAL EMPLOYMENT AND
APPRENTICE 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), youth, veterans, 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 Trevorow, at (253) 591-5590, or e-mail 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 GOAL:** 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 GOAL:** 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. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.
4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be 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	

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: 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 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 on an ongoing basis 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:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **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 email dtrevorrow@cityoftacoma.org

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

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 Submittals:

- LEAP Employee Verification Form. This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- LEAP Weekly Payroll. These must be 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 two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must 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 ,whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

***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 below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of 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) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

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: _____ Apprentice 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.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
_____ WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

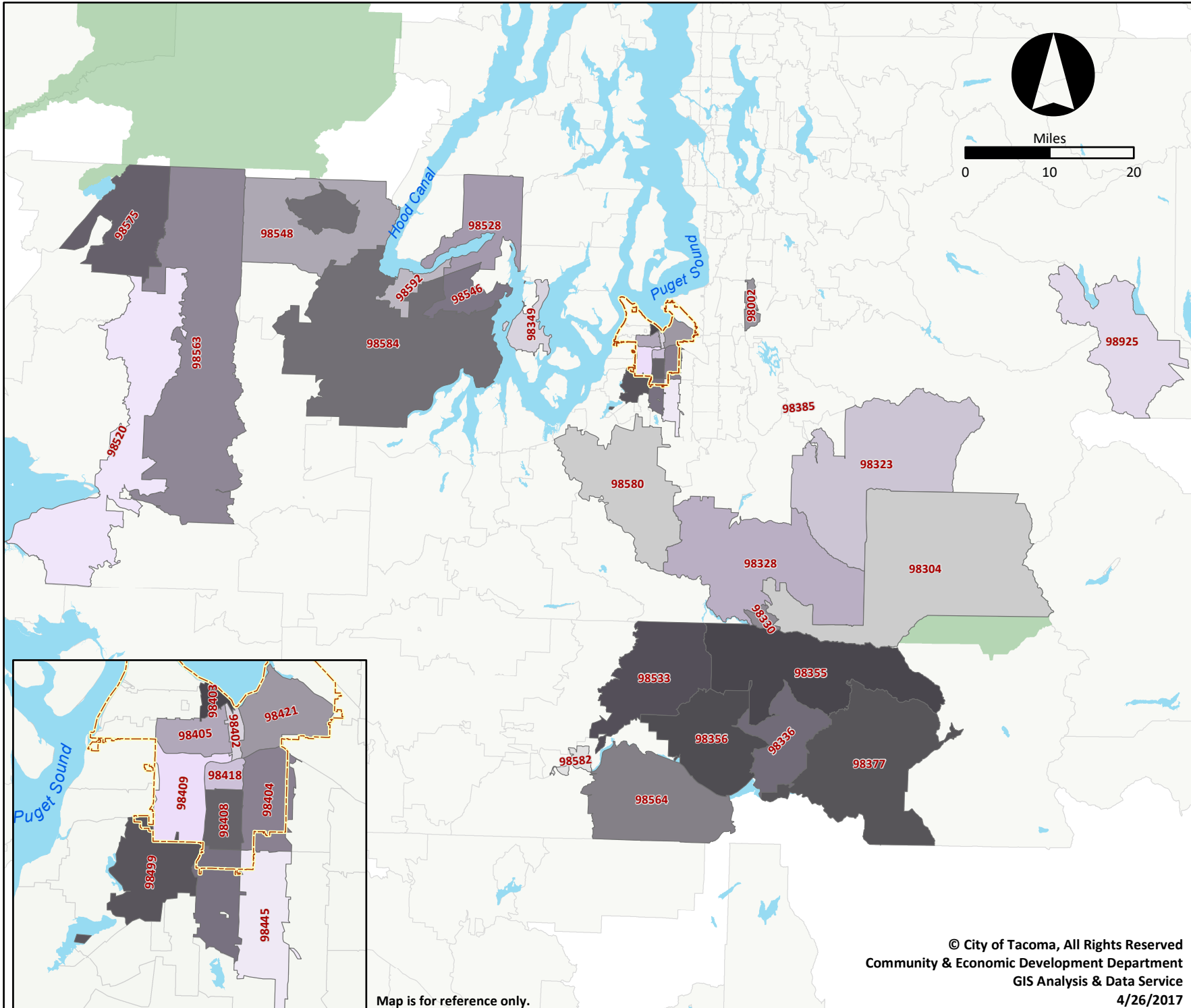
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

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
- 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.

Economically Distressed ZIP Codes (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		Downton
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

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)

PART V

**STATE PREVAILING WAGE RATES
AND GENERAL REQUIREMENTS**

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.

PART VI

CITY OF TACOMA

INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 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).

3.7 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.