

SPECIFICATION NO. PW23-0021F

Links to Opportunity
Streetscape - Bid Package 3

Project No. PWK-G0041

CITY OF TACOMA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO. PW23-0021F

Links to Opportunity Streetscape – Bid Package 3

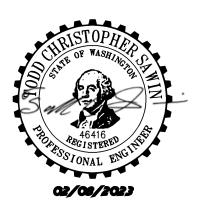
PROJECT NO. PWK-G0041

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AHBL, Inc. 2215 North 30th Street Suite 200 Tacoma, WA 98403



SPECIFICATION NO. PW23-0021F

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City of Tacoma PUBLIC WORKS ENGINEERING

REQUEST FOR BIDS PW23-0021F Links to Opportunity Streetscape – Bid Package 3

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 4, 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, bids@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:

bids@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 be held at Tacoma Municipal Building, Room 243, Wednesday, March 22, 2023 at 11:00AM in person or register in advance for the virtual Zoom meeting:

<u>Pre-Proposal Meeting Link</u> **or** https://zoom.us/meeting/register/tJwtc-mtrz4sHt23BnZCHCOQveqUarMMeGW2

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

Project Scope: The Links to Opportunity Streetscape project, Bid Package 3, improves infrastructure in the Hilltop District on MLK Jr Way from 6th Avenue to Earnest S. Brazill Street. The project generally includes removal and replacement of cement concrete sidewalks, decorative pavers, sand blasted banding in sidewalk, pedestrian level street lighting, sidewalk furniture, bicycle facilities, signage, and landscaping all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Estimate: \$3,300,000.00

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 <u>our Minimum</u> Employment Standards Paid Sick Leave webpage.

Form No. SPEC-040C Revised: 02/23/2023

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 Tina Eide, Senior Buyer by email to teide@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.

Form No. SPEC-040C Revised: 02/23/2023

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. <u>BID PROPOSAL</u>: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
- 2. <u>SIGNATURE PAGE</u>: 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. <u>BID BOND</u>: 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.
- CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
- STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
- 6. <u>LIST OF SUBCONTRACTOR CATEGORIES OF WORK:</u> Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

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

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

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

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.

<u>CODE OF ETHICS</u>: 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:

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 instate 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.

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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

- 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:
 - 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;
 - 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).

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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;
- 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.

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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.

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PART I BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW23-0021F Links to Opportunity Streetscape Bid Package #3

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. PWK-G0041 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

NOTE: 1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.

2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-1	1-04	Minor Changes	Force Account	Estimate	Estimated	\$75,000.00
R-2	1-05	Roadway Surveying	Lump Sum	1	Lump Sum	\$
R-3	1-05	Record Drawings	Lump Sum	1	Minimum Bid \$1000	\$
R-4	1-07	SPCC Plan	Lump Sum	1	Lump Sum	\$
R-5	1-07	Archeological and Historical Objects Salvage	Force Account	Estimated	Estimated	\$10,000.00
R-6	1-09	Mobilization	Lump Sum	1	Lump Sum	\$
R-7	1-10	Pedestrian Traffic Control	Lump Sum	1	Lump Sum	\$
R-8	1-10	Uniformed Police Officer for Traffic Control	HR	500	\$	\$
R-9	1-10	Project Temporary Traffic Control	Lump Sum	1	Lump Sum	\$

Contractor's Name:	
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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-10	2-01	Certified Arborist	Lump	1	Lump Sum	\$
K-10	2-01	Certified Alborist	Sum	ı	Lump Sum	Ψ
R-11	2-01	Certified Arborist Assessment Report Compliance	Force Account	Estimated	Estimated	\$5,000
R-12	2-01	Roadside Cleanup	Force Account	Estimated	Estimated	\$70,625.00
R-13	2-01	Clearing and Grubbing	Lump Sum	1	Lump Sum	\$
R-14	2-02	Removal of Structure and Obstruction	Lump Sum	1	Lump Sum	\$
R-15	2-02	Test Holes	Lin. Ft.	100	\$	\$
R-16	2-06	Subgrade Maintenance and Protection	Lump Sum	1	Lump Sum	\$
R-17	2-14	Remove Existing Pavement, Type I, Class A2	Sq. Yd.	200	\$	\$
R-18	2-14	Remove Existing Pavement, Type I, Class A4	Sq. Yd.	300	\$	\$
R-19	2-14	Remove Existing Pavement, Type I, Class C6	Sq. Yd.	3,800	\$	\$
R-20	2-14	Remove Existing Pavement, Type I, Class C12	Sq. Yd.	500	\$	\$
R-21	2-14	Remove Existing Pavement, Type III, Class C6	Sq. Yd.	100	\$	\$
R-22	2-15	Remove Curb	Lin. Ft.	200	\$	\$
R-23	2-18	Remove and Relocate Existing Planter Pot	Each	17	\$	\$
R-24	2-18	Remove and Relocate Existing Sign	Each	9	\$	\$
R-25	2-18	Remove and Relocate Existing Trash Can	Each	10	\$	\$

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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-26	2-18	Remove and Relocate Existing Bus Shelter	Each	4	\$	\$
R-27	2-18	Remove and Relocate Existing Kiosk	Each	1	\$	\$
R-28	2-18	Remove and Relocate Existing Mail Drop Box	Each	1	\$	\$
R-29	2-18	Remove and Relocate Existing Security Pole	Each	1	\$	\$
R-30	2-18	Remove and Relocate Existing Historic Maker's Mark Imprint	Each	4	\$	\$
R-31	2-19	Remove and Replace Existing Lid with ADA Compliant Non-slip Lid	Each	112	\$. \$
R-32	2-20	Remove Wall 0-4 Ft	Lin. Ft.	105	\$	\$
R-33	2-20	Remove Fence and Gate	Lin. Ft.	238	\$	\$
R-34	2-20	Remove Stairs	Sq. Ft.	40	\$	\$
R-35	2-20	Remove Business District Standard	Lump Sum	1	Lump Sum	\$
R-36	2-21	Site Health & Safety Plan	Lump Sum	1	Lump Sum	\$
R-37	2-21	Site Health and Safety Officer	Lump Sum	1	Lump Sum	\$
R-38	2-21	Soil Management Plan	Lump Sum	1	Lump Sum	\$
R-39	2-21	Excavation and Haul of Contaminated Materials	Force Account	Estimated	Estimated	\$5,000
R-40	4-04	Crushed Surfacing Base Course	Cu. Y.	275	\$	\$
R-41	4-04	Crushed Surfacing Top Course	Cu. Yd.	275	\$	\$
R-42	5-04	HMA CL ½ In. PG 58H-22	Ton	140	\$	\$

Contractor's Name: ____ Specification Number: PW23-0021F Links to Opportunity Bid Package 3

Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-43	5-04	Cold Plant Mix for Temporary Pavement Patch	Ton	100	\$	\$
R-44	5-05	Cement Conc. Pavement	Sq. Yd.	30	\$	\$
R-45	7-05	Adjust Existing Catch Basin, Furnish New Frame and Grate	Each	2	\$	\$
R-46	7-05	Adjust Existing Utility Lid to Grade	Each	109	\$	\$
R-47	7-05	Cleaning Existing Drainage Structures	Force Account	Estimated	Estimated	\$10,000.00
R-48	7-05	Schedule A Storm Sewer Pipe 3 In. Diam.	Lin. Ft.	290	\$	\$
R-49	7-09	Ductile Iron Pipe	Lin. Ft.	15	\$	\$
R-50	7-20	Trench Drain	Lin. Ft.	88	\$	\$
R-51	8-01	NPDES Construction Stormwater General Permit	Lump Sum	1	Lump Sum	\$
R-52	8-01	Erosion Control and Water Pollution Prevention	Lump Sum	1	Lump Sum	\$
R-53	8-01	Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum	1	Lump Sum	\$
R-54	8-02	Soil Mix 1	Cu. Yd.	256	\$	\$
R-55	8-02	Plant Selection – Tree	Each	57	\$	\$
R-56	8-02	Soil Amendment	Sq. Yd.	860	\$	\$
R-57	8-02	Tree Root Barrier	Lin. Ft.	1,573	\$	\$
R-58	8-02	Decorative Gravel	Cu. Yd.	20	\$	\$
R-59	8-02	Tree Protection	Each	14	\$	\$
R-60	8-02	Tree Watering Bag System	Each	15	\$	\$

Contractor's Name: _____ Specification Number: PW23-0021F Links to Opportunity Bid Package 3

Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-61	8-03	Irrigation System Complete	Lump Sum	1	Lump Sum	\$
R-62	8-04	Traffic Curb and Gutter	Lin. Ft.	108	\$	\$
R-63	8-04	Pedestrian Curb	Lin. Ft.	60	\$	\$
R-64	8-04	Extruded Curb	Lin. Ft.	5	\$	\$
R-65	8-06	Cement Conc. Driveway Entrance Type 1	Sq. Yd.	100	\$	\$
R-66	8-06	Cement Conc. Driveway Entrance Type 2	Sq. Yd.	300	\$	\$
R-67	8-14	Cement Conc. Sidewalk	Each	14	\$	\$
R-68	8-14	Welcoming Mat	Sq. Ft.	360	\$	\$
R-69	8-20	Illumination System Mobilization and Permitting	Lump Sum	1	Lump Sum	\$
R-70	8-20	Service Connection to Tacoma Power	Each	7	\$	\$
R-71	8-21	Permanent Signing	Each	19	\$	\$
R-72	8-22	Parking Stall Striping	Lin. Ft.	40	\$	\$
R-73	8-22	Access Parking Space Symbol	Each	1	\$	\$
R-74	8-22	Painting Curb	Lin. Ft.	123	\$	\$
R-75	8-22	Remove Paint Line	Lin. Ft.	44	\$	\$
R-76	8-30	Cement Conc. Stairway	Sq. Ft.	6	\$	\$
R-77	8-31	4" Conc. Sandblasting Strip	Lin. Ft.	2,000	\$	\$
R-78	8-32	Unit Pavers	Sq. Ft.	360	\$	\$
R-79	8-33	Granite Stone Panels with Quote	Each	9	\$	\$

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Item No.	Sect.	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
R-80	8-34	Vertical Marker Columns	Each	2	\$	_ \$
R-81	8-35	Bench	Each	4	\$	\$
R-82	8-35	Lighted Seat Block	Each	17	\$	\$
R-83	8-35	Lean Rail	Each	2	\$	\$
R-84	8-35	Game Table	Each	1	\$	\$
R-85	8-35	Street Chair	Each	4	\$	\$
R-86	8-35	Replace Existing Fence in Kind	Lin. Ft.	220	\$	\$
R-87	8-35	Replace Existing Gate in Kind	Each	8	\$	\$
R-88	8-36	Bike Corral	Each	3	\$	\$
R-89	8-38	Bike Rack	Each	34	\$	\$
R-90	8-40	Commercial ADA Ramp	Each	1	\$	\$
R-91	8-41	Cement Colored Concrete	Sq. Ft.	8,000	\$	\$
R-92	8-45	Informational Plaque	Each	11	\$	\$
R-93	8-46	Temporary Outdoor Mat for Pedestrians	Sq. Ft.	3,500	\$	\$
R-94	8-46	Temporary Bypass Ramps	Each	15	\$	\$
R-95	8-47	Accessibility Work Plan	Lump Sum	1	Lump Sum	\$
R-96	8-48	Maintain Required Access	Lump Sum	1	Lump Sum	\$
R-97	8-49	Protection or Private Property	Lump Sum	1	Lump Sum	\$
TOTA	L BASE	E BID FOR ITEMS R-1 THRU		\$		

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage:	percent.
above, but does not constitute a determination of award, unless exactly equal, in which case pro	s is highly encouraged within the limits shown a Bidder Preference, and will not affect the two or more lowest responsive Bid totals are oposed recycling percentages will be used as a print in Section 1-03.1 of the Special Provisions.
Contractor should do its best to	proposed percentages will become a goal the accomplish. Bidders will be required to report on reporated into the Project, in accordance with the of the Special Provisions.
Bidder:	
Signature of Authorized Official:	
Date:	

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. PW23-0021F Links to Opportunity Streetscape – Bid Package 3

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 Persinto Contracts for			Date
Address		D: (1N	1.70		
		Printed Name and	a ritie		
City, State, Zip					
		(Area Code) Tele	phone Numbe	er / Fax Numb	er
Authorized Signatory E-Mail Address					
		State Business Li in WA, also known as		· -	Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		,	(,	
Todotal Tax Notalli, S.S. Hoddaly Bopt. Tolling I		State Contractor's (See Ch. 18.27, F		nber	
E-Mail Address for Communications					
ddendum acknowledgement #1	#2	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 06/01/2021

Herewith find deposit in the form of a cashier's cl	heck in the amount of \$	which
amount is not less than 5-percent of the total bid.		
	SIGN HERE	
	0.0.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	
<u> </u>	BID BOND	
KNOW ALL MEN BY THESE PRESENTS:		
That we,		
		, as Surety, are held
and firmly bound unto the City of Tacoma, as Ob		
and the Surety bind themselves, their heirs, execuseverally, by these presents.	·	•
The condition of this obligation is such that if the	Obligee shall make any aware	d to the Principal for
according to the terms of the proposal or bid may and enter into a contract with the Obligee in accompanient shall give bond for faithful performance thereof Principal shall, in case of failure to do so, pay specified in the call for bids, then this obligation force and effect and the Surety shall forthwith damages, the amount of this bond.	f, with Surety or Sureties apply and forfeit to the Obligee to shall be null and void; otherwards	d proposal or bid and award and proved by the Obligee; or if the he penal amount of the deposit vise it shall be and remain in full
SIGNED, SEALED AND DATED THIS	DAY OF	, 20
PRINCIPAL:	SURETY:	
		, 20
Received return of deposit in the sum of \$		

Form No. SPEC-090A Revised: 08/2004



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 14, 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 tru	e and correct.		
Bidder			
Signature of Authori	zed Official*		
Printed Name			
Title			
Date	City		State
Check One:			
Individual □	Partnership □	Joint Venture □	Corporation □
State of Incorporat formed:	ion, or if not a corpor	ation, the state where b	ousiness entity was
If a co-partnership,	, give firm name unde	r which business is trar	nsacted:

^{*} 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.
Nam	ne of Bidder:
ocal Bid	Preference Information
	Number:
	Effective Date:
	Expiration Date:
	Number:
on)	☐ Yes☐ No☐ Not Applicable
	Number:
	□ Not Applicable
	Number:
	☐ Not Applicable
?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.

State Responsibility and Recipro

Certificate of registration as a contractor	Number:Effective Date:			
(Must be in effect at the time of bid submittal):				
	Expiration Date:			
Current Washington Unified Business Identifier (UBI) Number:	Number:			
Do you have industrial insurance (workers' compensation) Coverage nor your employees working in Washington?	☐ Yes ☐ No ☐ Not Applicable			
Washington Employment Security Department Number	Number:			
	□ Not Applicable			
Washington Department of Revenue state excise tax Registration number:	Number: Not Applicable			
Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.			
Do you have a physical office located in the state of Washington?	□ Yes □ No			
If incorporated, in what state were you incorporated?	State: Not Incorporated			
If not incorporated, in what state was your business entity formed?	State:			
Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?	□ Yes □ No			

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

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	Women Business	Small Business Enterprise		
Enterprise Requirement	Enterprise Requirement	Requirement		
10%	8%	14%		

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

Date of Record: 12/02/2022 Project Spec#: 2160917

Project Title: inks to Opportunity - MLK Jr Way from 6th to Earnest S Brazill (ESB aka 12th) + Side Streets Signage and

Striping at 6th, 9th & 11th

*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 know 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.

	er's Name:ess:			City/State/Zip:				
	No Base Bid			Complete business name	es and phone numbers a	re required to verify	your usage of Certif	fied 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.	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. N	∕/BE Utilization %	j. WBE Utilization	%	k. SBE Uti	lization %			
By sig	gning and submitting this form the bio	lder certifies that the	OMWBE Certified	Business(s) listed will	be used on this project	including all applic	able change orders.	
Type	or Print Name of Responsible Officer /	Title	Signature o	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.

List of Subcontractor Categories of Work

Revised: 07/08/2022

Project Name	
and/or plumbing, as de RCW must be listed be	re proposed to perform the work of heating, ventilation and air conditioning, scribed in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 low. This information must be submitted with the bid proposal or within shed bid submittal time via email to bids@cityoftacoma.org.
installation must be liste	re proposed to perform the work of structural steel installation and/or rebared below. This information must be submitted with the bid proposal or rs of the published bid submittal time via email to rg.
result in your bid being	actors or naming more than one subcontractor to perform the same work will non-responsive. Contractors self-performing must list themselves below. The is to be listed below the subcontractor(s) name.
Subcontractor Name Work to be Performed	

CONTRACT

Resolution No. Contract No.

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

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
 - 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 - 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.
 - If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 - 1. Contract, inclusive of Appendices A and B.
 - 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
 \$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA:	CONTRACTOR:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
(City of Tacoma use only - blank lines are intentional)	
Director of Finance:		
Deputy/City Attorney (app	proved as to form):	
Deputy/Oity Attorney (app	broved as to form):	
Approved By:		
Approved By:		
Арргоved ву		
Approved By:		

APPENDIX A FEDERAL FUNDING

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

Supplies_PurchasedServices_PW Form No. SPEC-120A CW#######
Template Revised: 02/03/2022 Page 3 of 9

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

subject to a civil perialty of flot less than \$10,000 and flot flote	than \$100,000 for each sach failure.
The Contractor,, certifies or affirms the truthfulness certification and disclosure, if any. In addition, the Contractor un U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disc	derstands and agrees that the provisions of 31
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier) (i.e., DUNS)			City of Tacoma Number for This Agreement	
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	Performance Start and End		(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 o Funds <i>Obligated</i> to t		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency	
(x) Federal Award Project I CORONAVIRUS STATE AND		ERY FUNDS— City	y of Tacoma	
(xi) Federal Awarding Ager cy: DEPARTMENT OF THE TREASURY	Pass-Through Entity City of Tacoma		Awarding Offi and Contact In	
(xii) Assistance Listing Nunidentify the dollar amount the Assistance Listing num	made available under	r each Federal a	ward and	(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award				



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

That we, the undersigned,		
as principal, and		_
as a surety, are jointly and severally held and firmly b	pound to the CITY OF TACOMA, in the penal sum of,	
\$, for the	e 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 th Tacoma.	e statutes of the State of Washington, the Ordinances of the City of	
WHEREAS, under and pursuant to the City Cha about to enter with the above bounden principal, a co	rter and general ordinances of the City of Tacoma, the said City has or is ontract, 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 waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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

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

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

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

Form No. SPEC-100B 04/09/2020

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	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

Form No. SPEC-100B 04/09/2020



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

	Dorid No.
That we, the undersigned,	
as principal, and	
as a surety, are jointly and severally held and firmly bound to	·
	nt whereof Contractor and Surety bind themselves,
	sors and assigns, jointly and severally, firmly by these presents.
This obligation is entered into in pursuance of the statute Tacoma.	s of the State of Washington, the Ordinances of the City of
WHEREAS, under and pursuant to the City Charter and gabout to enter with the above bounden principal, a contract, p	general ordinances of the City of Tacoma, the said City has or is providing for
Specification No.	
Specification Title:	
Contract No.	
(which contract is referenced to beggin and is made a part ba	roof on the righ attached horato) and
(which contract is referenced to herein and is made a part her	
the manner and within the time set forth.	ntract, and undertake to perform the work therein provided for in
and conditions of all duly authorized modifications, additions a	if and when the principal, its heirs, executors, administrators, he Principal's obligations under the Contract and fulfill all terms and changes to said Contract that may hereafter be made, at the ance obligations have not been fulfilled, this bond shall remain in
specifications accompanying the Contract, or to the work to b	ension of time, alteration or addition to the terms of the Contract and changes to the terms and conditions of the Contract that
	he Surety for recovery hereunder, then the Surety, in addition to ed by the City in enforcement of its rights hereunder. Venue for oe in Pierce County, Washington.
	nsact business in the State of Washington as surety and named I Bonds" as published in the Federal Register by the Audit Staff
One original bond shall be executed, and signed by the partie accompanied by a fully executed power of attorney for the off	es' duly authorized officers. This bond will only be accepted if it is ice executing on behalf of the surety.
Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

Form No. SPEC-100A 04/09/2020

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the	Contractor for Project / Spec. #
between(Themselves or Itself)	
dated	, 20, hereby releases the City of
Tacoma, its departmental officers and ag	gents from any and all claim or claims
whatsoever in any manner whatsoever a	at any time whatsoever arising out of and/or i
connection with and/or relating to said co	contract, excepting only the equity of the
undersigned in the amount now retained	d by the City of Tacoma under said contract,
to-wit the sum of \$	<u></u> .
Signed at Tacoma, Washington this	s day of, 20
	Contractor
	Ву
	Title

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INTRODUCTION

(April 1, 2018 Tacoma GSP)

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 Road, 6 Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by 8 calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of 9 charge, from this location on the WSDOT home page: 10

http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

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

17 18 19

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

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20
21
22
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23

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

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

(*****)

28 29 30

27

Pre-Proposal Meeting

31 32

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An in-person and virtual pre-proposal meeting will be held in Room 243 at the Tacoma Municipal Building, 747 Market Street, Tacoma, Washington, 98402 at 11:00 am on Wednesday, March 22, 2023 to answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the contract. Prospective bidders are urged to attend.

36 37

Register in advance for this meeting:

38 39 40

Pre-Proposal Meeting Link or https://zoom.us/meeting/register/tJwtcmtrz4sHt23BnZCHCOQveqUarMMeGW2

41 42 43

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

44 45 46

DESCRIPTION OF WORK (*****)

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Bid Package 3

51 52 53 54

The Links to Opportunity Streetscape project, Bid Package 3, improves infrastructure in the Hilltop District on MLK Jr Way from 6th Avenue to Earnest S. Brazill Street. The project generally includes removal and replacement of cement concrete sidewalks, decorative pavers, sand blasted banding in sidewalk, pedestrian level street lighting, sidewalk furniture, bicycle facilities, signage, and landscaping all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

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

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

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

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Alternate

Additive

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

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Business Dav

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

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Contract Bond

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

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24

Contract Documents

See definition for "Contract".

25 26 27

Contract Time

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

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Notice of Award

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

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Notice to Proceed

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

38 39 40

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Traffic

"Bid Bond."

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

42 43 44

This section is supplemented with the following:

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(April 15, 2020 Tacoma GSP)

47 48 49 All references to the acronym UDBE" shall be revised to read "DBE/EIC".

50 51

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53 54

All references in the Standard Specifications to the term "Proposal Bond" shall be revised to read

1 Base Bid 2 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives, 3 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-4 07.2. 5 6 Calendar Day 7 The time period of 24 hours measured from midnight to the next midnight, including weekends 8 and holidays. 9 10 **Change Order** 11 A written order to the Contractor, issued by the Contracting Agency after execution of the 12 contract, authorizing an addition, deletion, or other revision in the Work, within the scope of the 13 Contract Documents, and establishing the basis of payment and time adjustments, if any, for the 14 Work affected by the change. 15 16 Dav 17 Unless otherwise specified, a calendar day. 18 19 **Deductive** 20 A supplemental unit of work or group of Bid Items, identified separately in the Bid, which may, at 21 the discretion of the Contract Agency, be deducted from the Base Bid should the Contract 22 Agency choose not to Award the total Base Bid. 23 24 **Grand Total Price** 25 The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates, 26 Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2. 27 28 **Standard Specifications** 29 Divisions One through Nine of the specified edition of the WSDOT "Standard Specifications for 30 Road, Bridge, and Municipal Construction." 31 32 33 **END OF SECTION** 34

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02 BID PROCEDURES AND CONDITIONS

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

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

1-02.2 Plans and Specifications (June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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"x34")	2	Furnished only upon request.

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

1-02.4(1) General

revised to read:

 (January 19, 2022 APWA GSP Option B)

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

The first sentence of the ninth paragraph, beginning with "Any prospective Bidder desiring...", is

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are

not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal (July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

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

The bidder shall submit the following completed forms:

City of Tacoma – Equity in Contracting Utilization Form

Add the following new section:

1-02.6(1) Recycled Materials Proposal (January 4, 2016 APWA GSP)

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

1-02.7 Bid Deposit (March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:

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

The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency. If submitting your bid electronically, a scanned version of the original bid bond or cashier's check

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

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

City of Tacoma Procurement & Payables Division

Tacoma Public Utilities P.O. Box 11007 Tacoma, WA 98411-0007

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

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

Each Proposal shall be submitted electronically via email to bids@cityoftacoma.org, with the Project Name and Project Number as stated in the Call for Bids or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

Link to **Bid Opening**

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;

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- 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.

(October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

1-02.14 Disqualification of Bidders

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

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

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

END OF SECTION

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1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

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1-03.1(1) Identical Bid Totals (January 4, 2016 APWA GSP)

Revise this section to read:

amount of the contract bond.

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

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

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

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1-03.3 Execution of Contract (October 1, 2005 APWA GSP) Revise this section to read:

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

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

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

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

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

Delete the first paragraph and replace it with the following:

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

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

Add the following new section:

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

 The first sentence is revised to read:

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

1	contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state
2	of Washington shall result in forfeiture of the bid bond or deposit of this Bidder
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5	END OF SECTION
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2	1-04	SCOPE OF THE WORK						
3 4 5 6	1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specification and Addenda (March 13, 2012 APWA GSP)							
7	Revise	e the second paragraph to read:						
8 9 10	Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):							
11	1.	Addenda,						
12	2.	Proposal Form,						
13	3.	Special Provisions,						
14	4.	Contract Plans,						
15	5.	Amendments to the Standard Specifications,						
16	6.	Standard Specifications,						
17	7.	Contracting Agency's Standard Plans or Details (if any), and						
18 19	8.	WSDOT Standard Plans for Road, Bridge, and Municipal Construction.						
20 21 22 23 24		END OF SECTION						

1-05 **CONTROL OF WORK**

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1-05.3 Working Drawings (January 13, 2011 Tacoma GSP)

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

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1-05.3 Submittals

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

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

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

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

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1-05.3(1) Submittal Schedule

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

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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.

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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.

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1-05.3(2) Submittal Procedures

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Contractor submittals shall be in accordance with the following:

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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.

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

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

3 4 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the end of this section. Upon request, an electronic copy of the Submittal Transmittal Form will be made available to the Contractor.

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

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- Project Name: Links to Opportunity Streetscape Bid Package 3
- Project Specification Number: PW23-0021F
- Project No. PWK-G0041
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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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

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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 mockups, where required, shall be erected at the project site where directed by the Engineer.

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

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

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

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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.

42 43 44 Review of a separate item does not constitute review of an assembly in which the item functions.

45 46 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH COMMENTS", no additional copies need to be furnished. The Contractor shall comply with any comments on the return submittal.

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50 1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

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

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

1-05.3(6) Project Red Line Drawings

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

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

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

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

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

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

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Α. Project Red Line Drawings:

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

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1. Changes and information shall be clearly drawn, described and shown technically correct.

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2. Mark drawings with red erasable pencil.

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3. Record data as soon as possible after obtaining it.

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4. Mark any new information.

31 32 33 5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.

6. Mark any changes made where installation varies from that shown originally. such as, in materials, equipments, locations, alignments, elevations, and any other dimensions of the work.

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7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate "Not Complete".

42 43 44 8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date the revision(s) was made.

45 46 9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.

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В. Format:

50 51 Identify and date each print; include the designation "PROJECT RED LINE DRAWINGS" in a prominent location.

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

- - Name of EngineerName of Contractor
 - Name of Contractor
 - 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

(April 1, 2013, WSDOT GSP)

Contractor Surveying – Roadway

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

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

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

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

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

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

 Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

- 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
- 3. Establish clearing limits, placing stakes 1 at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
- 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
- 5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
- 6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
- 7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
- For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- 10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Project Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

 $\begin{array}{ccc} & & \text{Vertical} & \text{Horizontal} \\ \text{Slope stakes} & & \pm 0.10 \text{ feet} & \pm 0.10 \text{ feet} \\ \text{Subgrade grade stakes set} & & & & & & & \\ \end{array}$

0.04 feet below grade ± 0.01 feet ± 0.5 feet

(parallel to alignment)

±0.1 feet

(normal to alignment) Stationing on roadway N/A ±0.1 feet Alignment on roadway N/A ±0.04 feet Surfacing grade stakes ±0.01 feet ±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment) Roadway paving pins for ±0.01 feet surfacing or paving ±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

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

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

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

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

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

1-05.4(2) Bridge and Structure Surveys (October 1, 2005 APWA GSP)

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

- 1. Centerline or offsets to centerline of the structure.
- 2. Stations of abutments and pier centerlines.

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4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points

Stationing +.01 foot

Alignment +.01 foot (between successive points)

provided by the Engineer. Survey work shall be within the following tolerances:

Superstructure Elevations +.01 foot (from plan elevations) Substructure Elevations +.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

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1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors (******)

The second paragraph is deleted and replaced with the following:

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

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

Links to Opportunity Streetscape Projects

*** Package 1 streetscape work is on N 1st St from Tacoma Avenue to Division Avenue and Division Avenue from N 1st St to MLK Jr Way. It is anticipated that work on the adjacent Package 2 may begin and will require coordination. ***

*** Package 2 streetscape work is on MLK Jr Way from Division Avenue to 6th Avenue. It is anticipated that work on the adjacent Package 1 on the north end and Package 3 on the south end may begin and will require coordination. ***

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

*** Package 4 streetscape work is on MLK Jr Way from Earnest S Brazill Street to S 15th Street. It is anticipated that work on the adjacent Package 3 on the north end and Package 5 on the south end may begin and will require coordination. ***

*** Package 5 streetscape work is on MLK Jr Way from S 15th Street and S 19th Street. It is anticipated that work on the adjacent Package 4 on the north end may begin and will require coordination. ***

Hilltop Tacoma Link Extension – Sound Transit

Contact: Matt Edgette Construction Manager

206-553-3551

Matthew.Edgette@soundtransit.org

Sound Transit Tacoma Link Operations TLROWWorkPermit@sountransit.org

Controller 253-255-8442

1. Existing Tacoma Link Operations will be maintained. The Contractor shall coordinate with the Engineer and Link Operations for all Work performed and comply with requirements of applicable jurisdictions regarding limitations on work hours.

- 2. Tacoma Link Operation hours are as follows:
 - a. Monday through Friday 4am 11pm
 - b. Saturday 7am 10:30pm
 - c. Sunday 9am to 6:30pm

3. Right of Way Work Requests are required to authorize activities/work requested on, adjacent to or in the vicinity of Sound Transit Tacoma Link Right-of-Way as shown in the Tacoma Link Light Rail Standard Operating Procedure, Appendix B. Sound Transit Right-of-Way may include but is not limited to trackway, crossings, stations, plazas and rail

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yards. If Contractor involvement is required by Sound Transit during testing, integration, or commissioning of the Project after Sound Transit takes possession of transit facilities, the Contractor shall submit Right of Way Work Requests and obtain Sound Transit approval. These requests take a minimum of two (2) weeks to acquire. The following conditions apply if a Right of Way Work Request is required:

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

206-602-3483 ilatuchie@mercyhousing.org **Koz Housing Project** 806. 808. 824 MLK Jr Wav Contact Koz Development, Cathy Reines 425-622-5943 cathy@kozdevelopment.com

Contact Mercy Housing Northwest, Joanne LaTuchie,

Aspire11 Housing Project S. 11th St. / MLK Jr Way Contact ADGMLK, LLC, Tejvir Basra, 425-822-6000, basra.tejvir@gmail.com

Mercy Housing Project

802 – 804 MLK Jr Way

Forterra Housing Project 1105 Martin Luther King Jr Way Contact Forterra Hilltop West LLC, Rebecca Bouchey, rbouchey@forterra.org

Tacoma Housing Authority Project 1120 - 1124 Martin Luther King Jr Way Contact Horizon Housing Alliance, Patrick Tippy 206.512.7862 ptippy@hhaofwa.org 1-05.15 Method of Serving Notices (March 25, 2009 APWA GSP) Revise the second paragraph to read:

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

Add the following new section:

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

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

SUBMITTAL TRANSMITTAL FORM								
Project Numb	ortunity Street per PWK-G004 No. PW23-00	41 [.]	ackage 3					
ATTN: Construction Division			Date:					
Submittal Nu	mber							
Specification	Number		Bid Item No					
Submittal De	scription							
We are send	We are sending you:							
Co	oies Date	Page	Description					
Transmitted: Submittals (Product Data) for information only. Submittals for review and comment.								
Remarks:								
Certify Either								
 Certify Either A or B: A. This document has been detail-checked for accuracy of content and for com the Contract documents (no exceptions). The information contained herein fully coordinated with all involved Subcontractors. 								
□ В.	This document has been detail-checked for accuracy of content and for compliance with the Contract documents except for the attached deviations . The information contained herein has been fully coordinated with all involved Subcontractors.							
Certified By:	rtified By:							
		Si	ignature					
			END OF SECTION					

1	1-06	CONTROL OF MATERIAL					
2 3 4 5	1-06.1 Approval of Materials Prior To Use (September 15, 2010 Tacoma GSP) The first sentence is revised to read:						
6 7 8 9	All materials and equipment shall be submitted for review in accordance with section 1-05.3 of these special provisions.						
10 11 12	For aggregates, the Contractor shall notify the Engineer of all proposed aggregates. The Contractor shall use the Aggregate Source Approval (ASA) Database.						
13 14	All equ	uipment, materials, and articles incorporated into the permanent Work:					
15 16	1.	Shall be new, unless the Special Provisions or Standard Specifications permit 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 approved.					
23	1_06 1	(1) Qualified Products List (QPL)					
24 25	1-06.1(1) Qualified Products List (QPL) This section is revised in its entirety to read:						
26 27	QPL's	are not accepted by the City.					
28 29 30	1-06.1(2) Request for Approval of Material (RAM) This section is deleted in its entirety.						
31 32 33	1-06.6 (Janua	Recycled Materials ary 4, 2016 APWA GSP)					
34 35	Delete this section, including its subsections, and replace it with the following:						
36 37 38 39	The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.						
40 41 42 43 44 45 46	Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.						

47 48 **END OF SECTION**

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

(January 6, 2015 TACOMA GSP)

Supplement this section with the following:

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

1-07.2(3) Services

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

1-07.9 Wages

1-07.9(5) Required Documents

47 (March 1, 2004 Tacoma GSP)
 48 The first sentence of the third paragraph is revised to read:

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

This section is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

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

Implementation Requirements

The SPCC Plan shall be updated by the Contractor throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All

project employees shall be trained in spill prevention and containment, and they shall know where the SPCC Plan and spill response kits are located and have immediate access to them.

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

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

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

2. Refueling, washing, or maintaining equipment.

3. Stockpiling contaminated materials.

SPCC Plan Element Requirements

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

1. Responsible Personnel

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

2. Spill Reporting

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

3. Project and Site Information

Describe the following items:

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

4. Potential Spill Sources

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

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

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

6. Spill Prevention and Response Training

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

7. Spill Prevention

Describe the following items:

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

8. Spill Response

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.
- C. Drainage pathways from the site.

- E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- F. Pre-existing contamination or contaminant sources described in 5, above.
- G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms

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

Payment

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

"SPCC Plan." lump sum.

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

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

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

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

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

 This section is supplemented with the following:

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

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

The newsletter/mailing shall advise the owners and tenants of the construction schedule and indicate the Contractor's name, contact person, and telephone numbers. 888888888

1-07.16(4) Archaeological And Historical Object Salvage

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

(December 6, 2004 WSDOT GSP)

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

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

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

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

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

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

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

See **Appendix D** for Inadvertent Discovery Plan

1-07.17 Utilities and Similar Facilities (March 7, 2017 Tacoma GSP)

The first paragraph is supplemented with the following:

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

adjustment, relocation, or replacement of utility work. This may require the Contractor to phase their work in a manner that will allow for the utility work.

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819; Brian.Munson@Rainierconnect.net
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR Amber Uhls, Gas, phone: (253) 476-6137
- Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955, todd_gallant@cable.comcast.com
- AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850; louie.vanhollebeke@sienaengineeringgroup.com
 OR Steve Duppenthaler, phone: (425) 286-3822; sd1891@att.com
 OR Roberta Anderson, phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" telephone 1-800-424-5555
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
 T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; steven.schauer@t-mobile.com
- Pierce Transit (253-581-8001)

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

Garbage, recycling, and yard waste pick up within the project limits is on the following schedule: Martin Luther King Jr. Way -6^{th} to 15^{th} - Friday

1-07.18 Public Liability and Property Damage Insurance

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

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

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic (May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

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

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

This section is supplemented with the following:

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

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

EXCEPTION:

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

Bid Package 3 – Bid Package 3 shall consist of Martin Luther King Jr. Way and its frontages, including any associated driveways, accesses, and/or alleys, from 6th Avenue (partially inclusive) to Earnest S. Brazill Street/South 12th Street (partially inclusive). This work shall include removal and/or replacement of the following: concrete sidewalk, decorative colored concrete sidewalk, streetscape features, bicycle facilities, pedestrian lighting, conduit, landscaping, channelization,

Bid Packages and their associated additional requirements are defined as follows:

and all scoped/incidental work relating to the utilities.

With a portion of this Bid Package (South 9th Street to Earnest S. Brazill Street/South 12th Street) being within a business district, there are specific restrictions on work dates or working hours beyond the general specifications of this project. There shall be no work performed within the business district limits during the "holiday moratorium," which is from Thanksgiving Day until the first business day of the New Year. Additionally, the impact to available on-street parking supply will be more stringent within the business district limits and active work will be coordinated

(including any associated clean-up/demobilization) with any planned events with the business district limits. There shall be regular communication with Tacoma General/Multicare Hospital and the business district (both with City involvement) to inform them of phases of work and anticipated changes to travel/parking conditions and associated impacts to their employees and/or visitors given the proximity to the Package work areas.

Contractor shall not allow employee personal vehicles to park within the project zone. Parking for Contractor employee personal vehicles shall be arranged by Contractor outside the boundaries of the project area. Contractor employee personal vehicles parked in the project limits will be subject to towing at the vehicle owner's expense. Project area limits are MLK Jr. Way from Division Ave to S 19th Street, adjoining side streets between S J Street and S L Street, and within any adjoining private/property areas unless otherwise arranged for use by the Contractor.

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

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

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

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

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

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

Work at alleys (if no other outlet is available), driveways (for properties with no other access means), and storefront entrances shall be coordinated with the property owners and City such that access is maintained at all times at each location, per specification 8-47 and 8-48. This includes, but is not limited to, constructing improvements in off-hours when businesses are closed or constructing approaches one half at a time to maintain vehicular and pedestrian access. Full closure of alleys, driveways or access to storefronts will not be permitted unless specifically approved by the City, and advance notice is provided to affected properties.

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

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

Entry points to any active construction zone will be monitored by dedicated spotters as detailed in specification 1-10.3(1).

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

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

The following requirements also apply to any of the applicable stages described above: Work or temporary provisions associated with a construction zone impacting parking lane/area:

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

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

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

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

Pedestrian detours shall:

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

Work affecting 6th Avenue, South 9th Street, South 11th Street, and/or Ernest S. Brazill Street/South 12th Street must maintain separate vehicle lanes in each direction at all times on those intersecting roadways; temporary lanes can be shifted to allow workspace on a given side of the roadway/intersection, including the complementary temporary closure of any associated parking lane(s), bike lane(s), and/or exclusive use turn lanes. Any aspect of the work that may require the signal control/indications at the respective intersection with Martin Luther King Jr. Way to be countermanded (or if somehow obscured) then requires Uniformed Police Officer (UPO) control (flagger control is not permitted) for the corresponding times/conditions.

Sixth Avenue, South 9th Street, South 11th Street, and/or Ernest S. Brazill Street/South 12th Street shall not have any other construction impacts occurring simultaneously.

Other non-arterial roadways within the Package limits have more flexibility for restrictions to associated parking, directional closures, and full closures (with justification) so long as

justification for the need is provided as part of a submitted traffic control plan for review/approval by the City.

Access to/from Link light rail station (within the median of Martin Luther King Jr Way) at the South 11th Street intersection (and other locations if applicable to the Construction Package) shall also be available at all times and regardless of its operational status. Construction zone and related activities shall not compromise the operations or safety of the associated signalized intersection.

Required Communication Procedures

1. Sound Transit Tacoma Link Operations

Existing Tacoma Link Operations will be maintained. The Contractor shall coordinate with the Resident Engineer and Link Operations for all Work performed and comply with requirements of applicable jurisdictions regarding limitations on work hours.

Tacoma Link Operation hours are as follows:

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

a) All personnel accessing the Sound Transit Right-of-Way shall be trained in Sound Transit safety procedures. Training is provided by Sound Transit at the Tacoma Link Operations and Maintenance Facility. The Contractor shall coordinate the training of appropriate personnel.

b) Every person who performs any activity/Work on the Tacoma Link ROW and within the existing OMF must have successfully completed the ROW Safety Training course. A qualification card will be issued and is valid for one (1) year. Requalification is the responsibility of the cardholder. Times and dates for classes are on an as needed basis. Individuals requiring this training are required to contact the Sound Transit Rail Technical Trainer to schedule a class. Contractors will not be issued a permit until those specified for training have successfully completed the training and have a card issued. Individuals involved in activities/Work on the ROW must have their card in their possession.

c) Activities/Work may only be performed during the time (s) and in the location(s) authorized on the ROW Work Request. Approved and signed requests are valid for a maximum of seven (7) calendar days. Workers must also adhere to any other restrictions outlined in the ROW Work Request. Activities/Work being performed not identified on the ROW Work Request will result in an immediate suspension of the Work and cancellation of the ROW Work Request.

2. Meetings and Community Outreach Specialist:

Working in coordination with City's Media and Communication Office, The City will provide a Community Outreach Specialist to develop and implement a public involvement plan for the project involving stakeholders, property owners, and other applicable parties as described above,

assist with meetings, develop content for project website, mailers, display boards, renderings, etc. The City will manage the project website.

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

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

 Contractor needs to supply sufficient garbage cans on site and encourage employees to pick up lunch and break litter – including cigarette butts. This will help alleviate garbage from blowing around. All Contractor garbage and debris shall be picked up on a daily basis by the end of shift.

• If unscheduled noise or impacts are expected, call the City staff so they can forewarn those who will be affected.

• Construction shall not start before permitted work times or after permitted work times.

3. Signage:

Project signage shall identify type of work under construction and duration of the work.
 Construction signage shall be located as required by the City and described in the contract documents.

4. Notifications:

 Contractor shall notify residents and business owners by written notice 2 weeks in advance of when construction activities will commence (to include phase and traffic control changes) and shall inform City staff and business owners as soon as possible on schedule changes or when construction will hinder local access.

 The Contractor shall notify the City of all interactions with the community and shall keep written record of these interactions. The contractor shall provide copies of these records to the City. *

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

 When the community members approach the contractor with general questions and concerns, field staff shall immediately notify the City staff. This will help keep the City staff involved and informed which will allow them to respond as needed and to monitor ongoing issues.

If a community member voices strong concerns, or is very upset about an issue, the
contractor shall immediately notify the City. When an issue arises with a property owner it
should be the goal of the project team (City and Contractor) to make every practical effort
to address the issue in the field as soon as possible. If an issue cannot be resolved in the
field it shall be included in the agenda at the subsequent weekly project meeting between

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

the City and Contractor at which time a determination shall be made, the property owner

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5. Special Events

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(April 1, 2018 Tacoma GSP)

Detour signing during any allowed road closures shall be in accordance with Detour Plans, when included in the Contract Documents. When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic

Stacy Ellifrit Community Relations Specialist, City of Tacoma (253) 591-2005 (office)

will then be informed by the City.

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

Coordinate with City and Project Stakeholders so that construction activities do not impact the following activities: The City will develop and maintain a list of special events (example below).

- Daffodil Parade April 1, Pacific Ave between 9th and 24th
- July 4 Summer Blast July 4, Ruston Way Waterfront and Dune Peninsula Park
- Ocean Fest Mid-June, near Foss Waterway Seaport Museum
- Tacoma Pride Festival July 8, on Pacific Ave between 7th and 9th
- Mosaic End of July, Wright Park
- Brew Five Three Early August, on Broadway between 9th and 11th streets
- Hilltop Street Fair Last weekend in August on MLK Jr. Way
- Stadium Art & Wine Walk Mid-Sept, on Tacoma Ave, between Division and 1st
- Zoolights Thanksgiving to New Year's

Contractor shall take additional action to minimize impacts to the public during special events at no cost to the City. The Contractor shall not be entitled to extra payment for the impacts from any special events on overall construction activities or schedule. Contractor is to allow for these special events as specified in the Contract Documents.

The Contractor must take all necessary measures to ensure that the construction site is appropriately secured during any special events. Additionally, the perimeter surrounding the site including sidewalks, driveways and planter strips must be free of all construction litter, debris, etc. prior to the special events.

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

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

This section is supplemented with the following:

1-07.23(2) Construction and Maintenance of Detours

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

The Contractor shall notify the Engineer 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 three (3) working days prior to any street closure, the Contractor shall notify all entities below:

19	Tacoma Fire Dept.	(253-591-5775)
20	Tacoma Police Dept.	(253-591-5932)
21	LESA Communications Center	(253-798-4721 - Opt.#2)
22	Tacoma Public Schools Transportation Office	(253-571-1853)
23	Tacoma Environmental Services Solid Waste	(253-591-5544)
24	Tacoma Public Works Engineering Division	(253-591-5500)
25	Tacoma Public Works Streets and Grounds	(253-591-5495)

Pierce Transit

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

Pierce Transit (253-581-8001)

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

Coordination shall include:

 A. Allowing for salvage, relocation and or installation of bus stop shelters, bus stop signs, bus stops trash receptacles, or other Pierce Transit facilities.

 B. Accommodation for Pierce Transit buses when modifying City of Tacoma approved traffic patterns, bus routes, or bus stops.

D. Pierce Transit shall be invited to participate in weekly coordination meetings with the other Stakeholders. Report on work completed, upcoming work scheduled and all long-range work issues requiring Pierce Transit coordination.

E. Temporary relocation of bus zones and restoration of permanent zones: When upcoming Work will interfere with the use of existing bus zones (bus stops) on the corridor, submit temporary bus zone locations and designs as part of the Traffic Control Plan.

C. Assistance and coordination with facility modifications during construction.

Construct and later remove approved temporary bus zones at no additional cost. The following are requirements for temporary bus zones:

- a) A raised landing of 6-inch curb height
- b) Accessible for wheelchair lift deployment, to include 5' (deep) X 8' (long) minimum pad with a not to exceed 2% slope
- c) Accessible pad shall connect to a sidewalk
- d) Walkways to adjacent cross streets shall meet Public Right of Way Accessibility Guidelines (PROWAG) criteria for surfaces
- e) Lighting for night use
- f) Minimum 75 feet long zone
- g) Minimum 9 feet wide zone

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

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

Route 1: https://www.piercetransit.org/route-1-6th-ave-pacific/

Route 28: https://www.piercetransit.org/route-s-12th-st/

Route 57: https://www.piercetransit.org/route-57-tacoma-mall/

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

Delete this section and replace it with the following:

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

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

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

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

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

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

END OF SECTION

1-08 PROSECUTION AND PROGRESS

Add the following new section: 1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

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

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

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

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

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

Add the following new section:

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

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

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

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

 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's

operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

1-08.1 Subcontracting (May 17, 2018 APWA GSP, Option B)

Delete the eighth paragraph.

Revise the ninth paragraph to read:

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

1-08.3(2)B Type B Progress Schedule (March 13, 2012 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule <u>at or prior to the preconstruction conference</u>. The preliminary Type B Progress Schedule shall comply with all of

these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

The Contractor shall submit six copies of a Type B Progress Schedule depicting the entire

Revise the first sentence of the second paragraph to read:

project no later than 21-calendar days after the <u>preconstruction conference</u>.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

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

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

This section is supplemented with the following:

(March 1, 2004 Tacoma GSP)

This project shall be physically completed within <u>204</u> calendar days.

1-08.9 Liquidated Damages (August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

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

Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)

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

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

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

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

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

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

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

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

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

 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

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

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

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

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

This section is supplemented with the following:

(January 6, 2015 Tacoma GSP)

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

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

1-09.9(1) Retainage

(May 10, 2006 Tacoma GSP)

The fourth paragraph is supplemented with the following:

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

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

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1 1-10 3 1-10

(April 7, 2014, WSDOT GSP)

1-10.1 General

Section 1-10.1 is supplemented with the following:

Temporary Pedestrian Access

(***)** 9 All

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

1-10.1(2) Description

(*****)

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

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

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

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

This section is supplemented with the following:

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

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

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

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

Traffic Control Management

1-10.2(1) General

(January 10, 2022)

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

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

The Northwest Laborers-Employers Training Trust

53 27055 Ohio Ave.

54 Kingston, WA 98346

55 (360) 297-3035

Evergreen Safety Council 12545 135th Ave. NE Kirkland, WA 98034-8709 1-800-521-0778 The American Traffic Safety Services Association 15 Riverside Parkway, Suite 100 Fredericksburg, Virginia 22406-1022 Training Dept. Toll Free (877) 642-4637 Phone: (540) 368-1701 Integrity Safety 13912 NE 20th Ave. Vancouver. WA 98686 (360) 574-6071 https://www.integritysafety.com **US Safety Alliance** (904) 705-5660 https://www.ussafetyalliance.com K&D Services Inc. 2719 Rockefeller Ave. Everett, WA 98201 (800) 343-4049

1-10.3 Traffic Control Labor, Procedures, and Devices

Section 1-10.3 is supplemented with the following:

Signalized Intersections (******)

https://www.kndservices.net

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

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

Tacoma Police Department officers shall be the first choice for traffic control that overrides any traffic signal within the City of Tacoma. The Contractor shall first contact Lt. Chris Karl at the Tacoma PD, ckarl@cityoftacoma.org or (253) 405-2352, to schedule police officers for the specified traffic control duty.

Only in the case that the Tacoma PD cannot supply officers, and only after the Engineer notifies the Contractor in writing, shall the Contractor be authorized to contact other jurisdictions for off-duty police officers. If the Contactor fails to comply with this special provision, the City of Tacoma shall not owe the Contractor any compensation for off-duty officers from other jurisdictions.

1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

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

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1-10.3(1)A Flaggers and Spotters

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Spotters

(*****)

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

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

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

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1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

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

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1-10.3(2)F Signalized Intersections (January 11, 2006 Tacoma GSP)

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

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

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1-10.3(3)A Construction Signs (January 11, 2006 Tacoma GSP)

at their expense.

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The fifth paragraph is revised to read: Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems

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53 54 to be unacceptable while their use is required on the project shall be replaced by the Contractor

1-10.3(3)C Portable Changeable Message Sign

2 (August 4, 2010 Tacoma GSP)

3 This section is supplemented with the following:

Portable Changeable Message Signs shall be required on arterials streets where construction occurs for durations longer than seven (7) calendar days. Signs shall be solar charged and programmable. Signs shall be provided a minimum of seven (7) calendar days prior to construction (initial and subsequent phases), but can removed thereafter. Signs shall be provided on each end of the arterial street project zone notifying oncoming traffic of the construction conditions. All costs associated with providing and maintain the signs for the required duration shall be included in the proposal item, "Project Temporary Traffic Control",

per lump sum

1-10.3(3)L Business Open Signs (*****)

This section is added with the following:

Sixteen (16) Business Open Signs mounted on eight (8) A-boards shall be required on this project. The metal signs shall be 24" x 30" wide. The design of the signs shall be provided by the City. All costs associated with provision of the signs and boards, providing, relocating and maintenance of the signs for the required duration of the project shall be included in the proposal item, "Project Temporary Traffic Control", per lump sum

1-10.4 Measurement

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

This section is supplemented with the following:

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

1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control

Section 1-10.4(3) is supplemented with the following:

 (August 2, 2004)

The bid proposal contains the item "**Project Temporary Traffic Control**," **lump sum** and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

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"Pedestrian Traffic Control," lump sum

"Uniformed Police Officer for Traffic Control", per hour

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1-10.5 Payment

1-10.5(2) Item Bids with Lump Sum for Incidentals (January 11, 2006 Tacoma GSP)

This section is supplemented with the following:

"Uniformed Police Officer for Traffic Control", per hour

The unit contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the

1	Contractor in performing the work in accordance with Section 1-10.3. This bid item shall include
2	compensation for hiring off-duty police officers from other jurisdictions when authorized.
3	
4	The Bid Item "Pedestrian Traffic Control" is supplemented with the following:
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6	All costs incurred for "Temporary Pedestrian Access" and "Spotter" shall be included in the price
7	per lump sum for "Pedestrian Traffic Control", according to Section 1-10.
8	
9	END OF SECTION
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DIVISION 2: EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP (March 17, 2016 Tacoma GSP)

2-01.1 Description

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

The Contractor shall clear, grub, and cleanup those areas within the area of ground disturbance in accordance with the Plans and Specifications and as needed to complete the Contract Work.

This section is supplemented with the following:

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

Removal of vegetation shall be in accordance with Section 2-13.3

2-01.2 Disposal of Usable Material and Debris

The second paragraph is revised to read:

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

2-01.3(1) Clearing

This section is revised to read:

- 1. Fell trees within the area to be cleared and individual trees as shown on the Plans.
- 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
- 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
- 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):
 - a. Close-cut stumps under 18-inches in diameter.
 - b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
- 5. Leave standing any trees or native growth indicated by the Engineer.
- 6. Trim all trees to be left standing to the height specified by the Engineer and certified Arborist, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to the tree trunk. All tree trimming must be done by or under the direction of a certified Arborist.
- 7. Thin clumps of native growth as the Engineer may direct.
- 8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations in accordance with Standard Plans LS-08 through LS-11.
- 9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and curb ramps to a minimum of four inches from the edge of sidewalk or as directed by the Engineer or Certified Arborist.
- 10. Remove and dispose of, or relocate the following existing features where necessary within the project limits or as indicated on the Plans:
 - a. Cement concrete gutter boxes.
 - b. Large rocks, garden stone, or other stones used for the purpose of landscaping or as a barrier when inside the paving limits.
 - c. Wood curbs, logs, railroad ties, and other timber used for landscaping when inside the paving limits.
 - d. All types of fence.

- e. Bollards inside the paving area and not designated to remain.
- f. Relocate Eco Blocks to a location outside of the paving limits.
- 11. Remove trees as indicated on the plans or as directed by the Engineer or certified Arborist. The tree removal shall include stump grinding to eight inches below final grade and removal of roots according to the Plans and Specifications, and as directed by the Engineer and certified Arborist, such that a new tree can be planted in the same area.
- 12. Perform all work as required by the certified Arborist Reports to protect, remove, trim, prune roots or limbs, and any other works detailed in the Arborist Reports. This work shall be performed on Force Account per Section 1-09.6.
- 13. All stumps identified for stump grinding or as directed by the Engineer or certified Arborist shall be ground to eight inches below final grade.

Removal of vegetation shall be in accordance with Section 2-13.3

2-01.3(2) Grubbing

Item e is revised to read:

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

Add the following sections:

2-01.3(5) Certified Arborist

The Contractor shall provide a certified Arborist on site to assess and provide Arborist Reports for all work within the Tree Protection Zone of a tree in accordance with the Urban Forestry Manual and the Tacoma Municipal Code 13.06.502. All work done in the critical root zone shall be in compliance with the Arborist Report provided by the certified Arborist or under the direction of the certified Arborist.

The certified Arborist shall be on site to assess and provide direction for all tree trimming, limb or root pruning of greater than 4 inches, and tree removals as specified in the Plans or other tree work as directed by the Engineer. The certified Arborist shall submit an Arborist Report to the Engineer per section 1-05.3

The Arborist shall be certified by the International Society of Arboriculture (ISA).

2-01.3(5) Definition of Vegetation

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

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

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

Removal of vegetation shall be in accordance with Section 2-13.3

2-01.3(5) Tree and Stump Classifications

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

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

Trees and stumps will be classified as follows:

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

Removal of vegetation shall be in accordance with Section 2-13.3.

2-01.4 Measurement

 This section is supplemented with the following:

 Clearing shall be measured as described in Section 2-13.4.

Grubbing shall be measured by square yard.

No specific unit of measurement shall apply to the lump sum item "Certified Arborist".

No specific unit of measurement shall apply to "Certified Arborist Assessment Report Compliance", by force account

2-01.5 **Payment**

The second and third paragraphs of this section are revised to read:

"Clearing", per Section 2-13.5.

"Grubbing", per square yard.

This section is supplemented with the following:

"Certified Arborist", lump sum

The lump sum contract price for "Certified Arborist" shall be full pay for all labor, materials, and equipment to provide a certified Arborist on site prior to and during construction to perform all tree assessments, provide tree assessment reports, direct and assess all tree trimming, root and limb pruning, tree removals or other tree work (not included in other bid items) as directed by the Engineer and in accordance with the Contract.. No extra payment shall be made for any delays in construction schedule to provide a certified Arborist and comply with the certified Arborists assessments and reports.

1	"Certified Arborist Assessment Report Compliance", by force account
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3	An estimated amount is entered into the bid proposal for "Certified Arborist Assessment Report
4	Compliance", by force account. The Contractor will be compensated by force account per
5	Section 1-09.6 for all Work related to the Arborist Assessment Report as directed by the Certified
6	Arborist or as directed by the Engineer.
7	
8	
9	END OF SECTION

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (December 9, 2005 Tacoma GSP)

2-02.1 Description

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

The Work described in this section includes relocating, removing and disposing of, or salvaging, materials named in the Special Provisions, as shown on the plans, or identified by the Engineer, including all such items that are omitted in bid items outside of Section 2-02.

This section is supplemented with the following:

The Work described in this section also includes test holes according to this special provision, for determining the location and depth of existing utilities or structures.

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

Section 2-02.3 is supplemented with the following:

This section is supplemented with the following:

This section is supplemented with the following:

2-02.3(19) Test Holes

This section is deleted.

The engineer may at certain locations on the project site need to discover or locate an existing utility or structure that does not have proper as-built information. The contractor shall excavate a small test hole, where directed by the engineer, in determining the location and depth of the existing utility or structure.

The test hole may be excavated by conventional excavation methods or by the use of a vacuum truck. The test hole for the conventional method shall be a minimum of 48" by 48" in width. The test hole shall be no deeper than 17 feet in depth. Gravel borrow shall be used to backfill the excavated hole. The gravel borrow shall be compacted in accordance to section 2-09 of the standard specifications. Three inches of cold mix asphalt shall be placed on top of the gravel borrow to provide a driving surface in a travel lane.

2-02.4 Measurement

Measurement of the test hole shall be measured per linear foot from the surface of the existing ground to the bottom of the excavated test hole.

2-02.5 Payment

Any demolition, relocation, and removal work not specifically 1 included in other bid items shall be paid for under "Removal of Structure and Obstruction", per lump sum.

"Test Hole", per linear foot

The unit contract price per linear foot for "Test Hole" shall be full pay for all labor, equipment, and materials required to perform potholing, complete and close the test hole, and construct temporary pavement repair in accordance with these specifications.

1	2-03 ROADWAY EXCAVATION AND EMBANKMENT	
2	(March 17, 2016 Tacoma GSP)	
3		
4	2-03.1 Description	
5	The last sentence of the first paragraph is deleted.	
6		
7	2-03.3(5) Slope Treatment	
8	This section is deleted.	
9		
10	2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutter	ſS
11	This section is deleted.	
12		
13		
14	END OF SECTION	

2-06 SUBGRADE PREPARATION (September 20, 2018 Tacoma GSP)

2-06.3 Construction Requirements

This section is supplemented with the following:

2-06.3(3) Subgrade Repair for Subgrade Not Constructed Under Same Contract

Upon removal of pavement, the Contractor and City Inspector shall walk the subgrade surface to determine and delineate any subgrade areas that need to be repaired. Any Subgrade areas that require repair, from the initial walkthrough, shall be determined solely by the City Inspector. Any initial subgrade repairs shall be paid for according to Section 2-06.5(2). Subgrade repair shall be performed in accordance with Section 2-06 and immediately after it has been determined and delineated. In order to minimize damage to the subgrade, the Contractor is encouraged to minimize pavement removal during the work.

2-06.3(4) Subgrade Maintenance and Protection

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

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

2-06.5 Measurement and Payment

This section is supplemented with the following:

Subgrade Maintenance and Protection shall be paid by lump sum and shall apply to all subgrade.

"Subgrade Maintenance and Protection", per lump sum

The lump sum price for "Subgrade Maintenance and Protection" shall be full pay for all material, labor, and equipment for implementation of subgrade maintenance and protection, as determined by the City Inspector.

If the contractor fails to protect the subgrade so that additional subgrade repairs are required as determined by the City Inspector, then the city shall not owe payment for these additional subgrade repairs in accordance with Section 2-06.3.

2-06.5(2) Subgrade Not Constructed Under Same Contract

 Item 5 under this section is deleted.

1 2	2-07 (August 3	WATERING 8, 2009 Tacoma GSP)
3	(, tagaot o	, 2000 1 400 114
4 5 6	2-07.3 The last se	Construction Requirements entence of the first paragraph is revised to read:
7 8		eer may direct that the Contractor apply water <u>during non-working hours such as</u> weekends, or recognized holidays.
9 10 11	Section 2-	07.3 is supplemented with the following:
12 13	2-07.3(1)	Water Supplied from Hydrants
14 15 16 17 18	other cons the Contra	o guarantee that all fire hydrants will be available for use for cleaning, lining, or any struction activities associated with this project. Prior to construction activities, it shall be actor's responsibility to verify which hydrants will be available by contacting Tacoma e Contractor shall use only those hydrants designated by Tacoma Water.
19 20 21 22		plied from hydrants governed by Tacoma Water shall be used in strict compliance with ating Procedures for the use of Water Division Hydrants" available at the Tacoma Water unter.
23 24 25 26 27	Counter at South 35th	actor shall obtain a Hydrant Permit prior to start of work by contacting the Water Permit t (253) 502-8247, 2nd floor, Tacoma Public Utilities, Administrative Building, 3628 in Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall be to the Engineer.
28 29 30 31 32	Certification	r personnel shall be in possession of a valid Tacoma Public Utilities Hydrant on Card prior to obtaining a permit. If necessary, contractor personnel shall undergo receive the required certification. Contact the Water Permit Counter to set up training ary.
33 34	2-07.4 This section	Measurement on has been revised to read:
35 36 37		c unit of measurement shall apply to "Watering", to be included in the lump sum Control and Water Pollution Prevention" lump sum item in Section 8-01.
38 39 40	2-07.5 This section	Payment on has been revised to read:
41 42 43 44 45	8-01 shall	sum unit contract price for "Erosion Control and Water Pollution Prevention" in Section include the full pay for all labor, materials, tools, and equipment necessary to furnish, apply the water.
46 47		END OF SECTION

1	2-09 STRUCTURE EXCAV	ATION
2	(March 17, 2016 Tacoma GSP)	
3		
-	This section is deleted.	
5		
6		
7		END OF SECTION

1 2-13 VEGETATION REMOVAL 2 (March 17, 2003 Tacoma GSP)

2-13.1 Description

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

This Section was supplemented with the following:

Clearing of all vegetation shall be done in accordance with Section 2-01.3(1).

2-13.2 Definition of Vegetation

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

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

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

This Section was supplemented with the following:

Clearing of all vegetation shall be done in accordance with Section 2-01.3(1).

2-13.3 Construction Requirements

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

All stumps identified for stump grinding shall be ground to eight inches below final grade.

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

This Section was supplemented with the following:

Clearing of all vegetation shall be done in accordance with Section 2-01.3(1).

2-13.4 Measurement

Trees shall be classified by the measured circumference at a point four and one-half $(4-\frac{1}{2})$ feet above average ground level. Trees that have several stems at the four and one- half $(4-\frac{1}{2})$ foot height will be considered a tree clump. The largest diameter single stem will be measured and will dictate the class rating. Only the largest, single stem in the clump will be utilized for measurement and payment.

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

1 2	Trees and stumps will be classified as follows:	
3	Less than 12 inches	Class 0
4	12 inches up to but not including 36 inches	Class I
5	36 inches up to but not including 72 inches	Class II
6	oo menee ap to natmormous g / 2 menee	
7	72 inches up to but not including 127 inches	Class III
8	127 inches or more (Tree height greater than 30 feet)	Class IV
9	127 inches or more (Tree height of 30 feet or less)	Class V
10	(3 ,	
11 12	Trees, stumps, and stump grinding will be measured per each for each	ch class.
13 14	Shrubs will be measured per each.	
15	Brush will be measured per square yard	
16	1 1 3	
17	2-13.5 Payment	
18	•	
19	Payment will be made in accordance with Section 1-04.1	
20	"D T OI OI	
21	"Remove Tree, Class 0", per each	
22	Damassa Traca Class III nan asah	
23 24	Remove Tree, Class I", per each	
2 4 25	"Remove Stump, Class 0", per each	
26 26	Remove Stump, Class 0, per each	
27	"Stump Grinding, Class I", per each	
28	Sturrip Grinding, Class I , per each	
29	"Remove Shrub", per each	
30	remove official, per caon	
31	"Remove Brush", per square yard	
32	Nemove Brasin, per square yara	
33	The unit Contract price shall be full pay to remove and dispose of the	vegetative matter
34	The arm continues price on an 20 rain pay to remove and allepess of the	regulative matter
35	The unit Contract price for "Remove Tree, Class 0" and "Remove Tree	e, Class I" shall include the
36	removal of the stump.	•
37	·	
38		
39	END OF SECTION	

1 2-14 **PAVEMENT REMOVAL** 2 (March 17, 2003 Tacoma GSP) 3 4 2-14.1 Description 5 6 The Work described in this section includes the removal and disposal of pavement surfaces 7 identified on the Plans or as marked in the field. 8 9 2-14.2 **Pavement Classification** 10 11 Removal of pavement is defined below by type and class based on composition and thickness: 12 13 Type I Pavement removal where all or portions of the existing pavement is being 14 removed in conjunction with street construction or any other removal not 15 described below for Type II or Type III. 16 17 Type II Pavement removal required for the placing of utilities at greater and varying 18 depths, such as sewers. 19 20 Pavement removal required for narrow and shallow utility cuts in order to Type III 21 install light cables, conduits and similar shallow utilities. 22 23 Class A2 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any 24 25 combination of these components having an average thickness of two inches 26 or less. 27 28 Class A8 Class A8 pavement removal shall apply to the removal of asphalt concrete. 29 bituminous road surfacing, multiple lift bituminous surface treatments or any 30 combination of these components having an average thickness between four 31 inches and eight inches. 32 33 Class A12 Class A12 pavement removal shall apply to the removal of asphalt concrete. 34 bituminous road surfacing, multiple lift bituminous surface treatments or any 35 combination of these components having an average thickness between four 36 inches and twelve inches. 37 38 Class C6 Class C6 pavement removal shall apply to all non-reinforced cement concrete 39 pavements or slabs having an average thickness of six inches or less, typical 40 for existing sidewalk and residential driveway entrances. After the curbs and 41 pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as 42 43 determined by the Engineer. 44 45 Class C12 Class C12 pavement removal shall apply to all cement concrete pavements or 46 slabs having an average thickness of between six inches and twelve inches, 47 typical for concrete road pavement and some commercial driveways. 48 49 Class CA Class CA pavement removal shall apply to all pavements that have a wearing 50 surface of asphalt concrete upon a cement concrete pavement or, cement 51 concrete base, and for which the total combined thickness of the pavement 52 averages between six inches and twelve inches.

1 2 3 4 5	Class	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 six inches and twelve inches.
6	2-14.3	Construction Requirements
7 8 9 10 11 12 13		neetlines shall be sawcut. All pavement removal shall be Type I removal unless the therwise specified.
		onolithic cement concrete pavement and curb are being removed, the curb removal considered as pavement removal, and the measurement for payment will be to the back b.
14 15 16 17 18 19	damage this matte	oval of existing street improvements shall be conducted in such a manner as not to utilities and any portion of the improvement that is to remain in place. Any deviation in er will obligate the Contractor, at no expense to the Contracting Agency, to repair, or otherwise make proper restoration to the satisfaction of the Engineer.
20	2-14.4	Measurement
21 22 23	Pavemer	t removal will be measured per square yard.
24 25 26	Type I pa	vement removal will be measured in its original position through the use of survey es.
27	2-14.5	Payment
28 29 30	Payment	will be made in accordance with Section 1-04.1.
31 32	Remove	Existing Pavement, Type, Class, per square yard
33 34 35 36	be full co Specifica	orice per square yard for "Remove Existing Pavement, Type, Class" shall mpensation for all classes of pavement removal in accordance with the Plans and these tions. All costs associated with saw cutting meet lines shall be included in the unit price for pavement removal.
37 38		END OF SECTION

1 2-15 **CURB AND CURB AND GUTTER REMOVAL** 2 (March 17, 2003 Tacoma GSP) 3 4 2-15.1 Description 5 6 The Work described in this section includes the complete removal and disposal of curbs and 7 curb and gutter identified on the Plans or as marked in the field. 8 9 2-15.2 **Curb Classification** 10 11 Removal of curb and/or curb and gutter will include all types as defined below: 12 13 Integral Curb - Integral curb shall consist of curb that is constructed monolithic with the adjacent 14 cement concrete pavement. 15 16 Curb - Curb may consist of cement concrete curb, granite curb, or any other combination of rigid 17 material that extends below the pavement surface elevation. 18 19 Extruded/Precast Curb - Extruded or precast curb may consist of asphalt or concrete extruded 20 or precast curb that is installed on a pavement surface. 21 22 Curb and Gutter - Curb and gutter may be cement concrete, or a cement concrete curb with a 23 brick gutter on a cement concrete base, or other combination of rigid material. 24 25 2-15.3 **Construction Requirements** 26 27 Integral curb removal shall consist of the removal of the curb and the integral base section under 28 the curb. The removal shall be accomplished by saw cutting along the face of the curb. 29 30 The removal of the curb and/or curb and gutter shall be conducted in such a manner as not to 31 damage utilities and any portion of the improvement that is to remain in place. Any deviation in 32 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, 33 replace, or otherwise make proper restoration to the satisfaction of the Engineer. 34 35 2-15.4 Measurement 36 37 Curb and curb and gutter removal will be measured per linear foot. 38 39 2-15.5 **Payment** 40 41 Payment will be made in accordance with Section 1-04.1 42 43 "Remove Integral Curb", per linear foot 44 45 "Remove Curb", per linear foot 46 47 "Remove Extruded/Precast Curb", per linear foot 48 49 "Remove Curb and Gutter", per linear foot 50 51 All costs associated with saw cutting necessary for the removal of curb and/or curb and gutter 52 shall be included in the unit Contract price for removal.

1 2 3	2-16 (March 1	REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC. 7, 2003 Tacoma GSP)
4 5	2-16.1	Description
6 7 8		described in this section includes the complete removal and disposal of catch basins, s, and curb inlets as identified on the Plans.
9	2-16.2	Vacant
10 11 12	2-16.3	Construction Requirements
13 14		e structures are removed, the excavation shall be backfilled with native material if suitable by the Engineer or imported backfill material.
15 16 17 18 19	and repla	determined by the Engineer to be unsuitable at the time of excavation shall be removed aced with imported backfill material. Payment will be made at the unit contract price of in the proposal, or as extra work under Section 1-04.4 if not included as an item in the
20 21 22	All pipe o	penings shall be plugged in accordance with 7-08.3(4).
23 24 25 26	any portion the Contr	oval of the structures shall be conducted in such a manner as not to damage utilities and on of the improvement that is to remain in place. Any deviation in this matter will obligate factor, at no expense to the Contracting Agency, to repair, replace, or otherwise make storation to the satisfaction of the Engineer.
27 28	2-16.4	Measurement
29 30 31	The remo	oval of catch basins, manholes, and curb inlets will be measured per each.
32 33	2-16.5	Payment
34 35 36	Payment	will be made in accordance with Section 1-04.1.
37 38	"Remove	Pipe Through Curb", per linear feet
39 40 41 42 43	restoration	associated with the placement and compaction of the backfill material as well as the on of existing curbs necessary for the above mentioned removal shall be included in the ract price for removal.

END OF SECTION

REMOVE AND RELOCATE EXISTING SITE FEATURE

2-18

2-18.1 Description

The work described in this section includes the removal, storage, and relocation of site features, which include planter pots, signs, trash cans, bus shelters, mail boxes, kiosks, mail drop box, newspaper racks, security poles, and historic maker's mark sidewalk imprints.

2-17.2 Classification

Remove and relocate existing site feature will be based on composition, as defined below:

Planter Pot – Planter pots shall consist of cement or ceramic pots located on sidewalks within the project ROW and called out on the plans.

Sign – Signs shall consist of a base, post and sign located within the project ROW and called out on the plans.

Trash Can – Trash cans shall consist of circular trash receptacles within the project ROW and called out on the plans.

Bus Shelter – Bus shelters shall consist of the concrete pad, structure, roof, siding and bench located at bus stops within the ROW and called out on the plans.

Mail Box – Mail boxes shall consist of the mail box, post, and concrete base located within the project ROW and called out in the plans.

Kiosk – Kiosk shall consist of the board, structure, and base located within the project ROW and called out in the plans

Security Pole – Security pole shall consist of a pole, base and any attached electronics located within the project ROW and called out in the plans.

Mail Drop Box – Mail Drop Box shall consist of the mail receptacle located within the project ROW and called out in the plans.

Newspaper Rack – Newspaper Rack shall consist of the newspaper holder and base located within the project ROW and called out in the plans.

Historic Maker's Mark Imprint - Existing historic maker's mark imprints found in the existing sidewalk within the project ROW and called out in the plans. This work must be done per City of Tacoma standards as shown on the plans.

2-17.3 Construction Requirements

The removal of site features shall be conducted in such a manner as not to damage utilities, the sidewalk, or roadway. 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.

Site features shall be kept off-site in a secured City of Tacoma storage yard at the entrance of the Tacoma Landfill and Recycling Center until relocation. Driving directions are provided below.

From I-5:

- 1. Take exit 132 and merge onto SR-16
- 2. Take exit 1C (Fircrest/Center Street)
- 3. At the traffic light, go straight onto South Mullen Street and follow the road until you reach the landfill
- 4. Take the first right just inside the main entrance gate. Storage area is on the South side of the Storm Pond.

From Orchard Street:

- 1. Turn onto South Center Street heading east
- 2. Turn right onto South Mullen Street and follow the road until you reach the Tacoma Transfer & Recovery Center
- 3. Take the first right just inside the main entrance gate. Storage area is on the South side of the Storm Pond.

Contractor shall coordinate access with the City of Tacoma during construction. Any damage occurred to the site feature during the process of removal to relocation shall be repaired or replaced at the expense of the contractor.

If the site feature to be removed and/or relocated is owned by Pierce Transit; the transit authority must first be contracted and their site feature shall be handled per Pierce Transit's direction.

The site feature shall be relocated and installed as described on the plans or as directed by the Engineer. The feature installation shall meet project specifications.

2-17.4 Measurement

The removal of planter pots, signs, trash cans, bus shelters, mail boxes, kiosks, security poles, mail drop boxes, newspapers racks, and historic maker's mark imprints will be measured per each.

The removal of fence and gate will be measured per linear foot.

2-17.5 Payment

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

"Remove and Relocate Existing Planter Pot", per each

"Remove and Relocate Existing Sign", per each

"Remove and Relocate Existing Trash Can", per each

"Remove and Relocate Existing Bus Shelter", per each

"Remove and Relocate Existing Mailbox", per each

"Remove and Relocate Existing Kiosk", per each

"Remove and Relocate Existing Mail Drop Box", per each

"Remove and Relocate Existing Newspaper Rack", per each

"Remove and Relocate Existing Security Pole", per each

1	
2	"Remove and Relocate Existing Historic Maker's Mark Imprint", per each
3	
4	All costs associated with the removal storage and installation of the site feature shall be included
5	in the unit contract price of the remove and relocate bid item.
6	
7	
8	END OF SECTION

1	The Star	ndard Specifications are supplemented with the following:
2 3	2-19	REMOVE AND REPLACE EXISTING LID WITH ADA COMPLIANT NON-SLIP LID
4 5 6	2-19.1	Description
7 8 9		c described in this section includes the removal and replacement of utility lids to provide p and ADA compliant surface.
10 11	2-19.2	Classification
12 13 14		and replacement of existing lid with ADA compliant non-slip lid shall include all non- pliant utility lids within the ADA walkway as shown on the plans.
15 16	2-19.3	Construction Requirements
17 18 19 20 21	slip ADÁ	lids directed for replacement shall be replaced by a similar size locking lid meeting non standards with a coefficient of friction of at least 0.6. Any patching or sealing of the shall be done in a manner to provide a smooth surface and shall be included in the un price.
22 23	2-19.4	Measurement
24 25	The repla	acement of lids will be measured per each.
26 27	2-19.5	Payment
28 29	Payment	will be made in accordance with Section 1-04.1.
30 31	"Remove	e and Replace Existing Lid with ADA Compliant Non-Slip Lid", per each
32 33 34		associated with the removal and disposal of the existing lid shall be included in the uniprice of the bid item.
35 36		END OF SECTION

The Standard Specifications are supplemented with the following:

2-20 REMOVE EXISTING SITE FEATURE

2-20.1 Description

The work described in this section includes the removal and disposal of chain link fences, bollards, walls 0-4 feet and stairs as identified on the Plans or as marked in the field. The work also includes the removal and return to the City of Tacoma of Business District Banners.

2-20.2 Classification

Remove existing site feature shall be based in composition, as defined below:

Existing Fence and Gate – Fencing and gates shall consist of chain link, wooden, and other types of both residential and commercial fences and associated gates within the project ROW and called out in the plans or marked in the field.

Bollards – Bollards shall consist of concrete traffic bollards located within the project ROW and called out in the plans or marked in the field.

Wall 0 – 4 Feet – Walls shall consist of retaining walls made from either concrete or earthen rocks that lie within the project ROW and called out in the plans or marked in the field.

Stairs – Stairs shall consist of stairs made from concrete or wood that lie within the project ROW and called out in the plans or marked in the field.

Business District Banner – Business district banners shall consist of cloth banners hung on luminaries that are either called out on the plans or marked in the field.

2-20.3 Construction Requirements

The removal of site features shall be conducted in such a manner as not to damage utilities, the sidewalk, or roadway. 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.

Removal of the business district banners shall be conducted in a manner to not damage the banner or the luminaire it is mounted on. Once removed the banners shall be returned to the City of Tacoma.

2-20.4 Measurement

The removal of Bollards will be measure per each.

The removal of fences, gates, and walls 0-4 feet will be measured per liner foot.

The removal of stairs will be measure per square foot.

2-20.5 Payment

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

"Remove Bollards", per each

1	
2	"Remove Wall 0-4 feet", per linear foot
3	
4	"Remove Stairs", per square foot
5	
6	"Remove Fence and Gate", per square foot
7	
8	All costs associated with the removal and disposal of the Chain Link Fences, bollards, walls and
9	stairs shall be included in the unit contract price of the bid item.
10	
11	END OF SECTION
12	END OF SECTION
13	

The Standard Specifications are supplemented with the following:

2-21 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS

2-21.1(1) General

Contaminated soils exceeding the levels listed in the Washington State Models Toxics Control Act (MTCA) cleanup regulations (Chapter 173-340 WAC) have been encountered on the project site. The Contractor shall operate within and meet all applicable laws and regulations associated with working with regulated materials encountered during excavation activities. The Contractor is notified of the existence of cleanup standards for site soils developed according to the MTCA.

The Contractor is advised to review the applicable Washington Administrative Codes (WAC), Washington Department of Ecology (DOE), Washington State Department of Health (DOH), MTCA and Asarco Reports.

Websites for further information:

WAC: http://apps.leg.wa.gov/wac/ (Title 173-303 & 173-340)

DOH: http://www.doh.wa.gov/

DOE: http://www.ecy.wa.gov/

MTCA: http://www.ecy.wa.gov/pubs/9406.pdf

Public Health Seattle and King County:

http://www.kingcounty.gov/healthservices/health/ehs/toxic/ArsenicLead.aspx

Pierce County Health Department:

http://www.tpchd.org/index.php

Environmental Protection Agency, Asarco Smelter Cleanup:

http://www.epa.gov/region10

Agency for Toxics Substances and Disease Registry, Facts on Arsenic:

http://www.atsdr.cdc.gov/tfacts2.html

Centers for Disease Control, Facts on Lead:

http://www.cdc.gov/nceh/lead/publications/1997/factlead.htm

Department of Health, Drinking Water:

http://www.doh.wa.gov/ehp/dw

2-21.1(3) Soil Management

The Contractor shall load any contaminated material directly into trucks and dispose of it as contaminated material at LRI Landfill, located at 30919 Meridian Street East, Graham, WA, or other licensed and acceptable facility. A Waste Disposal Authorization (WDA) for the disposal facility will be supplied to the Contractor at the beginning of the Construction Activities. The Contractor shall follow all provisions of the WDA.

2-21.1(4) **Submittals**

This paragraph lists submittals required for this project area. Other submittals will be as required.

1. Health and Safety Plan – Section 2-17.2(2).

- 2. Resume of Site Health and Safety Officer Section 2-17.2(3).
- 3. Manifest Package and Supporting Analytical Data Section 2-17.3(2)D
- 4. **Soil Management Plan** Section 2-17.2(5)
- 5. Contractor and/or Subcontractor Environmental Qualifications

2-21.2 Health and Safety

The Contractor shall be responsible for the health and safety conditions at the job site related to the regulated substances. This includes the health and safety of workers and public during work and non-working hours. The Contractor shall inform all workers and visitors of the potential for exposure to regulated materials. The Contractor shall follow regulatory procedures to prevent the release of contamination.

Contaminated material excavated during the project is considered solid waste. The Contractor's Health and Safety Plan shall specify training requirements for the site, including 24, 48, or 80 hour training OSHA training as referenced in WAC 296 843 20010, if applicable. The Contractor shall be responsible for all training costs.

2-21.2(1) Health and Safety Laws and Regulations

For all work conducted within the limits of this project site, the Contractor shall ensure compliance with all applicable health and safety provisions for hazardous waste operations, including requirements of the Federal Occupation Safety and Health Act of 1970 (OSHA) and all amendments, including 29 CFR Part 1910, WAC 296-843, as well as any other applicable regulations. Failure to be thoroughly familiar with applicable health and safety provisions shall not relieve the Contractor of the responsibility to fully comply with all laws and regulations.

2-21.2(2) Site Health and Safety Plan

The Site Health and Safety Plan shall be prepared in accordance with WAC 173-340-810. The Contractor shall develop a written Site Health and Safety Plan to be used for the duration of the project. The plan shall incorporate all required city, county, state, and federal health and safety provisions. The plan shall be submitted to the City within ten (10) working days after execution of the contract. The Contractor is advised that the City will review the Site Health and Safety Plan, but the Contractor is solely responsible for ensuring that the Site Health and Safety Plan is implemented in accordance with the regulatory requirements. At least one copy of the plan shall be maintained at the work site. A properly qualified individual shall be assigned to serve as the Site Health and Safety Officer, authorized to supervise and enforce compliance with the plan. The Health and Safety Officer shall be responsible for monitoring the work area for health hazards including sampling of the air, soil, and water as required to ensure worker safety. All provisions of the Site Health and Safety Plan shall apply to the Contractor, Subcontractors, and all other visitors to the site. Approved Subcontractors may elect to develop a site-specific plan, but this shall not relieve the Contractor of the requirements and responsibilities described herein. The terms and provisions of a Subcontractor's site-specific plan shall meet or exceed the Contractor's plan and shall be submitted to the City or its agents prior to the Subcontractor commencing work.

The Site Health and Safety Plan shall comply with all applicable regulations and shall include, but not be limited to:

- 1. A list of chemical hazards and physical hazards, allowable OSHA exposure levels, threshold limit values, and all other regulatory exposure levels.
- 2. If 24, 48, or 80 hour training is required by the Site Health and Safety Plan, then the Contractor shall provide a list of all persons, by work category/type, who will

be trained. Photocopies of the employee's training certificates shall be submitted
to the Contracting Agency.
Engineering controls, work practices, personnel and equipment decontamination

- 3. Engineering controls, work practices, personnel and equipment decontamination procedures, and types of personal protective equipment to be used. A list of safety and monitoring equipment to be kept at the job site and its storage location. A record of monitoring equipment calibration shall be maintained.
- 4. A list of required health and safety information to be documented.
- 5. An emergency evacuation plan for immediate removal to the nearest hospital or doctor's care for any person who may be injured on the job site. It shall include evacuation routes to medical treatment and emergency telephone numbers for hospitals, ambulances, police and fire departments, poison control, and the City of Tacoma.

In the event the Health and Safety Plan is determined by a regulatory agency to be inadequate to protect the employees and the public, then the Plan shall be modified by the Contractor at the Contractor's sole expense.

2-21.2(3) Site Health and Safety Officer

The Contractor shall appoint a Site Health and Safety Officer for the project. The Health and Safety Officer must meet the requirements contained in 29 CFR Part 1910 and Chapter 296-62 WAC and who is qualified by experience and training in hazardous waste operations in accordance with other applicable laws, regulations, and requirements of this Section. The Site Health and Safety Officer shall be qualified and authorized to monitor, supervise, and enforce safety compliance with the Site Health and Safety Plan. A resume of the Site Health and Safety Officer's qualifications shall be submitted to the City for review within five (5) working days of receiving the Notice to Proceed. The Site Health and Safety Officer shall be on site at all times when work operations involve excavation and trenching or at other times when the potential for encountering hazardous substances exists as identified as contaminated soil in the Plans and Section 2-17.

The Contractor shall be solely responsible for identification and monitoring of air (gases), soil, dust, and groundwater with chemical constituents that could pose health and safety concerns to site personnel. The Contractor shall provide for the protection of safety and health of all workers and other authorized persons, including the City and its agents at the jobsite from exposure to potentially hazardous substances.

The Contractor shall be solely responsible for ensuring that all necessary monitoring equipment, protective clothing, and other supplies and equipment up to the appropriate level of protection as defined by WISHA, OSHA, and other applicable guidelines are available to implement the plan. No work shall take place in areas where hazardous substances may potentially be present unless the Site Health and Safety Officer is present and monitoring site conditions.

The Contractor, through the Site Health and Safety Officer, shall not permit any employee, in the performance of the Contract, to work under conditions which are hazardous to the employee. Should violations of the safety and health requirements be called to the Site Health and Safety Officer's attention by the City, its agent, or any authorized representative of a regulator agency, then the Contractor shall immediately correct the identified conditions.

2-21.2(4) Contractor Safety Equipment

The Contractor shall maintain, at the job site, first-aid and safety equipment applicable to the work as prescribed by the governing safety authorities. All required safety equipment shall be kept in fully operational condition for the duration of the contract.

All personnel shall be trained in the use of the appropriate safety equipment that would be utilized during the course of their work. The Site Health and Safety Officer shall ascertain that the safety equipment is being used when appropriate and/or required.

2-21.2(5) Soil Management Plan

The Contractor shall submit a detailed plan for management of all excavated soils. The plan shall include excavation, loading, and transporting procedures, dust control procedures, and disposal of contaminated soils.

2-21.3 Construction Requirements

Construction activities at the site will generate excess soils and possible groundwater associated with the installation of underground utilities. The Contractor shall fully develop and implement a program in accordance with the Health and Safety Plan to ensure worker health and safety and to minimize disruption to construction due to site contamination.

2-21.3(1) Notification

The Contractor shall notify the Contracting Agency, in writing, at least ten (10) working days prior to the date that excavation operations are to begin and identify the limits of that excavation. Excavation and sampling shall not take place without a designated representative from the Contracting Agency on site.

2-21.3(2) Transportation

2-21.3(2)A General

The Contractor shall provide all equipment, personnel, and materials necessary to load and transport waste materials, including contaminated soils and debris, for off-site treatment and/or disposal in accordance with federal, state, and local regulations.

2-21.3(2)B Control of Waste Material

Vehicles used by the Contractor to transport waste materials shall be properly designed, equipped, and maintained to prevent the loss of materials during transport. The following requirements shall be met for all vehicles transporting waste materials from the site:

1. No soil from the site shall adhere to the outside of the surface of the vehicle (including tires and undercarriage).

2. No liquids shall be leaking or dripping from the vehicles.

3. Any and all waste materials shall be covered with tarpaulin or otherwise completely enclosed to prevent loss of materials from the vehicle during transport.

If leaking or dripping from transport vehicles occurs, the Contracting Agency may direct the Contractor to use liners or other means to prevent dripping and leaking. The Contractor shall implement such measures, as directed by the Contracting Agency, at the Contractor's sole expense.

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2-21.3(2)C Street Sweeping

The Contractor shall sweep those streets within the project when truck traffic carries soil from the site into the street. Street sweeping shall be conducted in such a way as to not generate visible dust. Material collected from street sweeping shall be disposed of in a legal manner at an off-site location and be included in the street cleaning bid item.

2-21.3(2)D Transportation and Shipping Requirements

The Contractor shall be responsible for obtaining permits and authorizations necessary to use the selected haul routes. The Contractor shall use United States DOT regulations, 49 CFR 172.101 to identify proper shipping names for each hazardous material (including Dangerous Waste) to be shipped off site. Proper shipping names shall be submitted to the Contracting Agency in the form of draft shipping documents for review and comment.

The Contractor shall ensure that each shipment of material sent off site is accompanied by the appropriate shipping documents. The Contractor shall prepare a bill of lading for each shipment of regulated material which does not require a hazardous waste manifest. The bill of lading shall satisfy the requirements of United States DOT regulations, 49 CFR 172 Subpart C and any applicable state or local law or regulation, and shall be submitted to the Contracting Agency for review. The Contractor shall be responsible for completing the shipping documents and obtaining the signatures of the Contracting Agency as needed.

2-21.3(3) Off-site Treatment and Disposal

The Contractor shall provide documentation of legal disposition including trip tickets and Certificates of Disposal.

2-21.4 Measurement

No specific measurement shall apply to the lump sum item of Site Health and Safety Plan, Site Health and Safety Officer, and Soil Management Plan.

2-21.5 **Payment**

Payment will be made in accordance with Section 1-04.1 for each of the following Bid Items that are included in the Proposal:

"Site Health and Safety Plan", per lump sum.

"Site Health and Safety Officer", per lump sum.

"Soil Management Plan", per lump sum.

Health and safety training, safety equipment and practices, dust control, efficiency losses to other Contract items caused by handling contaminated materials, and other Work required to comply with this specification not specifically identified in a Bid item shall be considered incidental to the work to comply with this Section and all costs therefore shall be included in the Contract prices for the payment items involved and included in the Proposal.

END OF SECTION

DIVISION 3: AGGREGATE PRODUCTION AND ACCEPTANCE

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

1	
2	3-04.1 Description
3 4	The first and third paragraphs are deleted.
5 6	The fourth paragraph is revised to read:
7 8 9	Nonstatistical evaluation will be used for the acceptance of aggregate materials. (remainder deleted)
10 11	3-04.3 Construction Requirements
12	3-04.3(1) General
13 14	The first sentence is revised to read:
15 16 17	For the purpose of <u>acceptance sampling and testing</u> , all test results obtained for a material type will be evaluated collectively.
18	3-04.3(4) Testing Results
19 20	This section is replaced with the following:
21 22 23	The results of all acceptance testing will be provided by the City's Project Engineer within 3 working days of testing.
24 25	3-04.3(6) Statistical Evaluation This section is deleted
26 27	
28	END OF SECTION

1	DIVISION 4: BASES
2	
3	4-04 BALLAST AND CRUSHED SURFACING
4	(March 17, 2003 Tacoma GSP)
5	
6	4-04.5 Payment
7	This section is supplemented with the following:
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9	All costs for labor, equipment, and materials required to furnish, place, and compact the crushed
10	surfacing top course for all asphalt concrete approaches and non-paved approaches shall be
11	included in the unit Contract price for "Crushed Surfacing Top Course", per cubic yard and shall
12	only apply to areas shown on the plans.
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15	END OF SECTION

DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.3 Construction Requirements

5-04.3(3) Hot Mix Asphalt Pavers (June 16, 2016 Tacoma GSP)

The second paragraph is deleted.

5-04.3(3) A Material Transfer Device/Vehicle (June 16, 2016 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(5)E Pavement Repair (June 16, 2016 Tacoma GSP)

This section is revised to read:

Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration Policy found at https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way/

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

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

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

Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by the Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices for id for 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(7)A Mix Design

5-04.3(7)A1 General (June 16, 2016 Tacoma GSP)

This section is supplemented with the following:

The Contractor shall determine anti-strip requirements for HMA and provide laboratory 25 test data for anti-stripping.

The Contractor shall provide a mix design based upon 3 million ESALs.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Delete this section and replace it with the following:

5-04.3(7)A2 Nonstatistical Evaluation (January 16, 2014 APWA GSP)

Mix designs for HMA accepted by Nonstatistical Evaluation shall:

 • Be submitted to the Project Engineer on WSDOT Form 350-042

• Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).

 Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

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

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one-year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture

5-04.3(8)A1 General (January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a Contractor certificate of compliance letter stating the material meets the HMA requirements defined in the Contract.

5-04.3(8)A4 Definition of Sampling Lot and Sublot (January 16, 2014 APWA GSP) Section 5-04.3(8)A4 is supplemented with the following:

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.

5-04.3(8)A5 Test Results (January 16, 2014 APWA GSP)

The first paragraph of this section is deleted.

5-04.3(8)A6 Test Methods (June 16, 2016 Tacoma GSP)

This section is revised to read:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency, and will be by WSDOT Standard Operating Procedure (SOP) 731. Testing for compliance of asphalt binder content will be by FOP for AASHTO T 308. Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11, WSDOT Materials Manual.

5-04.3(10) Compaction

5-04.3(10)B1 General (June 16, 2016 Tacoma GSP)

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

 The specified level of density attained will be determined by the non-statistical evaluation of nuclear density tests taken on the day the mix is placed (after completion of the finish rolling).

The sixth paragraph and subsequent table are deleted.

This section is supplemented with the following:

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.

Cores may be used as an alternate 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.

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 FOP for AASHTO T 729). 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.

HMA for pre-leveling shall be compacted to the satisfaction of the Engineer.

5-04.3(10)B2 Cyclic Density (June 16, 2016 Tacoma GSP)

This section is deleted.

5-04.3(10)B4 Test Results (June 16, 2016 Tacoma GSP)

The first paragraph is revised to read:

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.

5-04.3(17) Paving Under Traffic (June 16, 2016 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(20) Anti Stripping Additive (June 16, 2016 Tacoma GSP)

This section is revised to read as follows:

The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to shipment to the asphalt mixing plant. The Contractor shall submit the anti-stripping additive type and amount as designated in the WSDOT mix design/anti-strip evaluation report. 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 5-04.3(7)A. Paving shall not begin before the anti-stripping additive submittal is approved by the Engineer.

1	5-04.4 Measurement
2	(June 16, 2016 Tacoma GSP)
3	The first paragraph is revised to read:
4	
5 6 7 8 9 10 11	HMA CI. $\frac{1}{2}$ in. PG64-22 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.
12 13	The second paragraph is revised to read:
14 15 16	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.
17	5-04.5 Payment
18	(June 16, 2016 Tacoma GSP)
19	(cano is, is is in the same is in
20 21 22	Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are deleted.
23 24	The following pay items for HMA are revised to read:
25 26	"HMA CI. ½ IN PG58H-22", per ton.
27 28 29 30 31 32 33	The unit Contract price per ton for "HMA CI. ½ IN PG58H-22" shall be full payment for all costs incurred to carry out the requirements of Section 5- 04, including coring and testing, and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid items.
34 35	"Cold Plant Mix for Temporary Pavement Patch", per square yard.
36 37 38 39	The unit Contract price for "Cold Plant Mix for Temporary Pavement Patch" shall be full pay for all labor, equipment, and materials required to furnish and install; maintain; and remove and dispose of the temporary patch.
40 41 42	Temporary pavement patches placed between October 1st and March 31st shall be HMA Cl. $\frac{1}{2}$ " PG 58H-22.
43 44 45	5-04.5(1) Quality Assurance Price Adjustments This section is deleted.

END OF SECTION

5-05 CEMENT CONCRETE PAVEMENT (June 16, 2016 Tacoma GSP)

5-05.1 Description

 This section is supplemented with the following:

 All concrete pavement restoration shall be performed in accordance with the City of Tacoma's Right –of-Way Restoration Policy.

5-05.3 Construction Requirements

5-05.3(1) Concrete Mix Design for Paving

The sixth paragraph is supplemented with the following:

The submittal for the concrete mix design shall provide the following date: the date, the amount of materials (i.e., cement, sand, aggregates, water), the type and amount of each admixture, and the designated 28-day compressive strength specific to the mix design being submitted. The design compressive strength shall be a minimum of 4,000 psi.

5-05.3(4) Measuring and Batching Materials

5-05.3(4)A Acceptance of Portland Cement Concrete Pavement

 This section is supplemented with the following:

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

The first, second, third and fourth paragraphs are deleted.

5-05.3(8) Joints

The second paragraph is revised to read:

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

When new pavement abuts existing pavement, the location of the joints in the new pavement shall match with the joints in the existing pavement unless otherwise approved by the Engineer.

5-05.3(10) Tie Bars and Corrosion Resistant Dowel Bars

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

The tie bar holes shall be clean before grouting.

5-05.3(11) Finishing

 The third paragraph is revised to read:

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

The fourth paragraph is revised to read:

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

The seventh paragraph is revised to read:

Test Panel:

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

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

The eighth through tenth paragraphs are deleted

5-05.3(14) Cold Weather Work

This section is supplemented with the following:

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

Engineer shall be notified at least 24 hours prior to placement of concrete.

• The contractor must submit a "Cold Weather Work Plan" for approval of concrete pavement in cold temperatures. The "Cold Weather Work Plan" must address safety precautions taken and education given relating to the project.

All concrete placement shall be completed no later than 2:00 p.m. each day.

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

5-05.3(22) Repair of Defective Pavement Slabs This section is supplemented with the following:

All repairs of defective pavement slabs shall be performed in accordance with the City of Tacoma's Right-of-Way Restoration Policy.

5-05.4 Measurement

 This section is revised to read:

Measurement for cement concrete pavement and concrete base pavement shall be by the square yard for the pavement completed and accepted according to Section 5-05 and the Plans, including the area underneath curbs. No deduction will be made for castings in pavement.

Cement Concrete Pavement for Pavement Patches will be measured by the square yard.

Epoxy-Coated Tie Bars with Drill Hole that are drilled into existing cement concrete pavement will be measured per each tie bar installed according to the Plans and Section 5-05.

Dowel Bar Retrofit shall be measured per each retrofitted dowel bar installed into an existing concrete pavement edge according to the Plans and Section 5-05.

5-05.5 Payment

This section is revised to read:

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

"Cement Conc. Pavement", per square yard.

The unit Contract price per square yard for "Cement Conc. Pavement" shall be full payment for all costs incurred to carry out the requirements of Section 5-05 and the Plans, and shall include furnishing and installing epoxy coated dowel bars and tie bars except as specified for "Dowell Bar Retrofit" and "Epoxy-Coated Tie Bar with Drill Hole" in this section.

Tie bars that are drilled into existing cement concrete pavement that is not constructed under the Contract will be paid for under the item "Epoxy-Coated Tie Bar with Drill Hole" when included in the Proposal.

1	<u>DIVISIO</u>	N 6: STRUCTURES
2 3 4	6-02 (February	CONCRETE STRUCTURES 16, 2011 Tacoma GSP)
5 6 7	6-02.3	Construction Requirements
8	6-02.3(2)	Proportioning Materials
10 11 12		B Commercial Concrete on is supplemented with the following:
13 14 15	Where corconcrete.	ncrete Class 3000 is specified for driveways, the Contractor may use commercial
16 17 18		Ready Mix Concrete earagraph is revised to read.
19 20 21		te shall be batched in a prequalified manual, semi-automatic, or automatic plant as in Section 6-02.3(4)A.
22 23		END OF SECTION

1	DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY
2	SEWERS, WATER MAINS, AND CONDUITS
3	
4	7-02 CULVERTS
5	(April 1, 2012 Tacoma GSP)
6	
7	7-02.2 Materials
8	This section is supplemented with the following:
9	
10	All culvert pipe shall have a smooth interior wall.
11	
12	
13	END OF SECTION

1	7-04 STORM SEWERS
2	(March 17, 2003 Tacoma GSP)
3	This section is deleted. The requirements of Section 7-17 shall apply to storm sewers
1	
5	
3	END OF SECTION

4 7-05.1 Description 5 This section is supplemented with the following: 6 7 All references to sanitary sewers shall be construed to also mean storm sewers. 8 9 7-05.3 **Construction Requirements** 10 The first sentence of the eleventh paragraph is revised to read: 11 12 A flexible pipe-to-manhole connector shall be used in all connections of rigid and thermoplastic 13 pipes to **new** precast concrete manholes to provide a watertight joint between the pipe and the 14 manhole, unless otherwise directed by the Engineer. The connector shall be "Kor-N-Seal" with 15 "Wedge Korband" (Type I or II as required for pipe diameter), manufactured by NPC, Inc. Milford, 16 New Hampshire, or Engineer approved equal. The connectors shall be installed in accordance 17 with the manufacturer's recommendations. 18 19 7-05.3(1) Adjusting Manholes and Catch Basins to Grade 20 This section is revised to read: 21 22 7-05.3(1) Adjusting Utility Structures to Grade 23 24 Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted 25 to grade as staked or as otherwise designated by the Engineer. 26 27 The materials and methods of construction shall conform to the requirements specified in Section 28 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the requirements of 29 the standard plan for the specific structure. 30 31 7-05.3(3) Connections to Existing Manholes 32 The first sentence is revised to read: 33 34 The Contractor shall inspect the existing manholes in the field to verify invert elevations and the 35 scope of work necessary to make the connection(s) prior to construction. 36 37 7-05.4 Measurement 38 The sixth paragraph is revised to read: 39 40 Connections to existing structures will be measured per each. 41 42 This section is supplemented with the following: 43 44 Reconnecting existing sewer pipes to new manhole structures will be measured per each. 45 46 Manholes with Cast-in-Place Base will be measured per each. 47 48 This section is supplemented with the following: 49 50 7-05.5 **Payment** 51 The first paragraph is supplemented with the following: 52 53 The unit Contract price for "Manhole Type 1 48" shall be full pay for all work required to furnish

MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

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7-05

(March 23, 2010 Tacoma GSP)

and install the new manhole to finished grade, including, but not limited to, excavating for,

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	furnishing backfill, compaction of backfill, connection of new pipe(s), channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard Plans.
	The pay item for "Connection to Drainage Structure" is revised to read:
	"Connect New Sewer PipeIn. Diam. to Existing Structure", per each.
	This section is supplemented with the following:
	"Reconnect Existing Sewer Pipe,In. Diam. To New Structure", per each.
	The unit Contract price per each shall be full pay for all labor, equipment and materials necessary to reconnect the existing sewer pipe to the new structure as specified in Section 7-05.3.
16 17	"Adjust Existing Catch Basin, Furnish New Frame and Grate", per each
18 19 20 21	The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame and Grate" shall be full pay for all costs associated with adjusting the frame and grate to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and grate, compacting, surfacing, and restoration.
22 23 24	"Adjust Existing Manhole, Furnish New Frame and Cover", per each
25 26 27 28 29	The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and Cover" shall be full pay for all costs associated with adjusting the frame and cover to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and cover, compacting, surfacing, and restoration.
30 31	"Adjust Existing Utility Lid to Grade", per each
32 33 34 35	The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be full pay for all costs associated with the adjusting the valve chamber to finished grade, including but not limited to, excavating, furnish and place backfill, compacting, surfacing, and restoration.
36 37	END OF SECTION
38	LIAD OF SECTION

1 2 3	7-07 CLEANING EXISTING DRAINAGE STRUCTURES (March 23, 2010 Tacoma GSP)
4	7-07.3 Construction Requirements
5	Item three of paragraph two is revised to read:
6	
7	3. If sediment and water from structures does not meet the conditions described in 1 or 2
8	above, the Contractor shall collect and dispose of all water used and all debris generated
9	in clearing operations. No Cleaning water or debris shall be flushed downstream beyond
10	the limits of the work.
11	
12	7-07.5 Payment
13	This section has been revised to read:
14	
15	"Cleaning Existing Drainage Structures", force account.
16	
17	
18	FND OF SECTION

7-08 **GENERAL PIPE INSTALLATION REQUIREMENTS** (November 16, 2016 Tacoma GSP)

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7-08.3(1) Excavation and Preparation of Trench

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7-08.3(1)A Trenches

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

9 10

7-08.3(1)C Bedding the Pipe

11 12 This section is supplemented with the following:

This section is supplemented with the following:

not permitted, except for side sewer installation.

13 14

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

15 16

Pipe bedding for water service sleeve shall be in accordance with Tacoma Water standards.

17 18

7-08.3(2) Laying Pipe

19 20

7-08.3(2)F Plugs and Connections

21 22 23

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

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7-08.3(2)G Jointing of Dissimilar Pipe

This section is revised to read:

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Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac Industries, Inc.,

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or Engineer approved equal, except for side sewer installation.

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7-08.3(3) Backfilling

The second paragraph is revised to read:

37 38 Pipe zone backfill, backfill above pipe zone, and extra excavation area backfill material shall meet the requirements of Section 9-03.12(2). Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra excavation area backfill

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The fourth paragraph is revised to read:

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Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new embankment, backfill above the pipe zone shall be placed in accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85percent maximum density. All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement chunks larger than 6-inches in maximum dimension shall not be used. Material determined by the Engineer to be unsuitable for backfill at the time of excavation shall be removed and replaced

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54 with imported backfill material meeting the requirements of Section 9-03.12(2). Material determined to be suitable for backfill at the time of excavation shall be stockpiled and used for backfill material. If the stockpiled material becomes unsuitable, the Contractor shall furnish suitable material in an amount equal to that, which became unsuitable, at no expense to the Contracting Agency.

7-08.3(4) Plugging Existing Pipe

This section is revised to read:

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.

7-08.4 Measurement

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

7-08.5 Payment

 The pay item for "Structure Excavation Class B" is revised to read:

"CDF for Pipe Abandonment", per cubic yard.

This section is supplemented with the following:

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

"Schedule A Storm Sewer Pipe 3 In. Diam", per linear foot.

The unit Contract price for "Schedule A Storm Sewer Pipe 3 In. Diam." shall be full payment for all labor, materials, and equipment necessary to install Storm Pipe Through Concrete Curb per City of Tacoma Standard Plan No. SU-29.

1	7-09	Water Mains	
2			
3	7-09.1	Description	
4	This sect	tion is revised to read:	
5			
6	The Wor	k consists of constructing a water service sleeve in accordance with Tacoma Water	
7	standards at the location shown on the plans. The Contractor must coordinate this Work with the		
8	property	owner.	
9			
10	7-09.1(1)	D Pipe Zone Backfill	
11	This sect	tion is revised to read:	
12			
13	Pipe zon	e backfill includes material placed above the gravel backfill for pipe zone bedding per	
14	Tacoma '	Water standards.	
15			
16			
17		END OF SECTION	

7-20.1

Description

This work consists of construction trench drain in accordance with the Plans and these specifications. Construction involves the following components:

A. System requirements: Provide a trench drain system of prefabricated modular components. The system can incorporate a frame when required to carry the specified load.

B. Gratings shall comply with the load requirements of AASHTO or DIN/EN loading specifications as required by the Engineer.

C. Integral frames which extend onto the concrete slab shall include consolidation vent ports which help minimize air entrapment under the frame when proper vibration techniques are used.

D. Frames which extend onto the concrete slab shall include anchoring studs which secure the frame into the surrounding concrete. Anchoring studs shall be a minimum of 0.5 in (6 mm) in diameter, and shall extend at least 3 in (75 mm) from the frame. The anchor studs shall be spaced 24 in (610 mm) or less along the length of the grate.

E. Installation chairs which support the channels and help resist system floating during concrete placement shall be utilized as supplied by the manufacturer. Chairs also allow for system adjustment and alignment prior to concrete placement.

F. Polymer concrete systems shall include a continuous anchoring rib at the base of each side of the channels to help resist floating during concrete placement.

G. All piping interface connections shall be compatible with PVC or ABS adhesive.

H. Fiberglass systems shall either include surface veil or gel coat on the media bearing surface with a UV inhibitor package.

7-20.2 Classification

Trench drains shall be provided by the contractor and the following information shall be submitted to the Engineer:

A. Product Data: Submit product data and installation instructions including manufacturer's data sheets for specified products.

B. Product Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors, patterns and textures.

C. Quality Assurance Submittals: Upon request, submit the following:

 Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties. Reports shall be stamped by a licensed Professional Engineer.

2. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

D. Manufacturer and Contractor Warranty Documents: Upon request.

7-20.3 Construction Requirements

Construction of the trench drain shall meet the following specifications:

Site Preparation:

A. Surface Preparation: Ensure ground conditions are suitable. Poor site conditions require engineering advice.

B. Reinforcement: All reinforcement shall be in compliance with Concrete Reinforcing Steel Institute, as shown on the site drawings, and shall be firmly held in place during concrete placement.

C. The slab shall be designed to hold any applicable holds and shall be built with an appropriate factor of safety.

Installation:

A. Install precast trench drain per manufacturer installation instructions at locations indicated on the site drawings.

B. Expansion, Construction, and Control Joints: Site plans shall include the location of all concrete joints. The system shall not be used as an expansion, construction, or control joint in the direction of flow. Expansion, construction, and control joints oriented transverse to the direction of flow shall cross the system at a channel joint.

C. Precast Trench Drain System Installation: Ensure channels are surrounded on all sides by concrete of minimum 3000 psi (20,684 kPa) compressive strength. Check relevant installation section drawings for minimum suggested dimensions required.

D. Concrete Edge: Concrete shall be screeded and finished flush to the top surface of the trench drain system. No secondary edge-finishing tools shall be used.

E. Site Tolerances: ½-inch lateral, ¼-inch vertical, maintaining all required ADA slope and distance thresholds.

F. Related Products Installation: Refer to other sections in Related Sections paragraph herein for related products installation.

7-20.4 Measurement

The measurement of trench drains shall be measured per linear foot.

7-20.5 Payment

Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all Work associated with these items:

"Trench Drain", per Linear Foot

The unit Contract price for "Trench Drain" shall be full payment for all labor, materials, and equipment necessary to install the proposed trench drain, grate, frame, and associated curb cut(s).

END OF SECTION

DIVISION 8: MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL (March 17, 2016 Tacoma GSP)

8-01.1 Description

This section is supplemented with the following:

The City of Tacoma Stormwater Management Manual is available on the City's website.

 The City of Tacoma has been issued a Washington State Department of Ecology NPDES Construction Stormwater General Permit for this project. This Work also consists of administration and compliance with the requirements of this permit for this project. A copy of this permit is included in Appendix A of these Special Provisions.

8-01.3 Construction Requirements

8-01.3(1) General

This section is supplemented with the following:

The Contractor shall perform all work in compliance with the NPDES Construction Stormwater General Permit issued for this project.

The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed and terminated upon completion of the project per the following:

1. The City will provide the Contractor with a Transfer of Coverage form prior to issuing a Notice to Proceed.

2. The Contractor shall sign and return the Transfer of Coverage form to the City.

 3. The City will process the transfer and pay any associated transfer fees to the Washington State Department of Ecology.

 4. Once the transfer is complete and a Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit and the plans and specifications.

5. The Contractor shall pay any renewal fees if the need for permit renewal is caused by contractor, otherwise the City will pay all renewal fees.

 6. Upon Physical Completion of the Work, the Contractor shall submit a Notice of Termination to the Washington State Department of Ecology and provide the City documentation that the termination is effective.

8-01.3(1)A Submittals

This section is revised to read:

The Contractor shall adopt or modify a Temporary Erosion and Sediment Control (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The Contractor shall include an implementation schedule for the TESC Plan and SWPPP and incorporate this implementation schedule into the Contractor's progress report. The SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3.

TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed and approved by the Project Engineer before implementation. The Contractor shall allow 5 working days for the Project Engineer to review any original or revised TESC Plans or SWPPP reports.

Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

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 plans 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. Revision 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:

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.

- Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:

 SWPPP Inspection Reports or Forms.
 SWPPP narrative.
 National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
 All documentation and correspondence related to the NPDES Construction
 - e. Other applicable permits.

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

Stormwater General Permit.

8-01.3(2) Seeding, Fertilizing, and Mulching

The following sections are deleted in their entirety:

8-01.3(2)A1 Seeding

8-01.3(2)B Seeding and Fertilizing

8-01.3(2)D Mulching

8-01.3(2)E Trackifiers

8-01.3(8) Street Cleaning

The third paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3 Construction Requirements

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.

8-01.3(10) Wattles

The fifth and sixth sentences are revised to read:

On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or $\frac{1}{2}$ to $\frac{2}{3}$ the thickness of the wattle.

8-01.3(17) Tree Protection

Submit and receive approval from the City of Tacoma for a Tree Protection Plan for the site. Comply with Tacoma Urban Forest Manual tree protection instructions.

1 8-01.4 Measurement 2 This section is supplemented with the following: 3 4 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution 5 Prevention Plan (SWPPP)". 6 7 No specific unit of measurement shall apply to the lump sum item "NPDES Construction General 8 Permit". 9 10 Add the following new sections: 11 8-01.4(1) Lump Sum Bid for Project (No Unit Items) 12 13 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will be no 14 measurement of unit items for Work defined by Section 8-01.4 except as described in Section 8-15 01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4 35 and 8-01.5 are 16 deleted. 17 18 8-01.5 **Payment** 19 This section is supplemented with the following: 20 21 Where removal of erosion control BMPs is directed by the Engineer according to 8- 01.3(16) or 22 according to these specification and the plans, removal shall be included in the lump sum or unit 23 cost for these respective BMPs. 24 25 "NPDES Construction Stormwater General Permit", per lump sum. The lump sum contract price 26 for "NPDES Construction Stormwater General Permit" shall be full pay for all costs, including but 27 not limited to, transfer of coverage, sampling, monitoring, reporting, coordinating, inspecting, 28 materials and labor, and all fees and any other expenses necessary to fully comply with the 29 requirements of the Permit up to and including termination of the Permit and completion of the 30 Work. The lump sum price shall also include all costs necessary to supply the City of Tacoma 31 with all information as necessary to ensure compliance with the permit. 32 33 "Erosion Control and Water Pollution Prevention", per lump sum. 34

"Stormwater Pollution Prevention Plan (SWPPP)", per lump sum.

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41 42 43 The lump sum contract price for "SWPPP" shall be full pay for all costs associated with maintaining the proposed temporary erosion control BMPs as noted on the plans. The lump sum price shall also include all costs necessary to supply the City of Tacoma with all information necessary to ensure compliance with City standards.

8-02 ROADSIDE RESTORATION (March 31, 2014 Tacoma GSP)

8-02.1 Description

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The first paragraph of Section 8-02.1 is revised to read:

This work shall consist of installing tree protection and soil amendment per details on drawings, furnishing and placing topsoil, mulch, seeding, and planting, decorative gravel, container plants, balled and burlapped plants, controlling weeds and pests, fertilizing, and performing plant establishment activities, in accordance with these Specifications and as shown in the Plans or as directed by the Project Engineer.

Soil quality BMP L613 applies to the project. If a conflict occurs between these Special Provisions and BMP L613, BMP L613 shall govern.

The fourth list item is deleted.

8-02.2 Materials

The following list is revised to read:

Materials shall meet the requirements of the following sections:

Soil Mix 1 Fertilizer

Fertilizer 9-14.3
Mulch and Amendments 9-14.4 and as shown on the plans

9-14.1(1)

Erosion Control Blanket 9-14.5

Plant Materials 9-14.6 and as shown on the plans

Stakes, Guys, and Wrapping 9-14.7 Irrigation Water 9-24.2

Root Barrier 9-14.8 and as shown on the plans

Decorative Gravel – Size shall be 3/8-inch clean washed, naturally occurring angular

aggregates. Color: "Chinook Brown"; colors shall be an even distribution of sienna, light tan, amber with tints of rust to match

control sample.

Geotextile will be placed between decorative gravel and underlying soil.

Tree Watering Bag System 9-14.10

Tree Protection as shown on the plans

Seeding 8-02.3(16)

8-02.3 Construction Requirements

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(4) Topsoil

The first paragraph is deleted and replaced with the following:

 Imported topsoil shall be spread evenly over all plant bed areas to a depth of 36 inches. Subgrade shall be scarified to a depth of 1 foot and all rocks in excess of 1 inch removed prior to topsoil placement. The Contractor shall not proceed with topsoil operations until the scarified

subgrades have been accepted/approved by the Project Engineer. After the topsoil has been

spread, all large clods, hard lumps, rocks 1/2 inch in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor. Refer to Soil Mix a per 9-14.1(1).

Imported topsoil for planting and lawn areas shall be installed as described in City of Tacoma Standard Plan No. GSI-01d and as shown on the plans. GSI-01d is for BMP L613, Post Construction Soil Quality and Depth, and this best management practice is required for all disturbed areas that will be pervious under proposed conditions. Required seeding is included as incidental to all topsoil. Refer to section 8-02.3(10) for fertilization requirements. Refer to Soil Amendments per 8-02.3(6).

The second paragraph is deleted.

8-02.3(4)A Topsoil Type A

 This section is replaced in its entirety with the following:

Topsoil Type A shall meet the requirements of Section 9.14.1(1).

8-02.3(4)B Topsoil Type B

8-02.3(4)C Topsoil Type C

This section is deleted.

This section is deleted.

8-02.3(5) Planting Area Preparation

The third paragraph is revised to read:

The areas shall be brought to a uniform finished grade, 3 inches below walks, curbs, junction, valve boxes, and catch basins, or the specified depth of mulch, unless otherwise specified. All excess material and debris, stumps, and rocks larger than 1 inch shall be removed and disposed of off the project site or as approved by the Project Engineer.

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) Soil Amendments

This section is supplemented with the following:

Recycled/compost material in accordance with Section 9-14.4(8) shall be blended with recycled/compost material at a 1/1 ratio by volume.

BMP L613, Post Construction Soil Quality and Depth is required for all disturbed areas that will be pervious under proposed conditions. All improvements associated with BMP L613, as shown on the plans and City of Tacoma Standard Plan No. GSI-01d, are incidental to Soil Amendments. This includes all planting and lawn area mulch, seeding and fertilization, topsoil, and scarified subsoil.

8-02.3(7) Layout of Planting

The third, fourth, and fifth paragraphs are deleted.

8-02.3(8) Planting

Item 1 is deleted, and Item 2 of the second paragraph is revised to read:

Planting Operations:

Spring Planting: April 1 – July 15

Fall Planting: October 1 – November 15

8-02.3(9) Pruning, Staking, Guying and Wrapping This section is supplemented with the following:

Crossed or rubbing branches shall be removed, provided the natural shape of the tree is preserved. Under no circumstances shall pruning be done prior to inspection and approval of plants by the Engineer. All cuts shall be made flush with the parent stem, leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All trimmings and other debris left over from the planting operations shall be collected and disposed of off the site.

All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or cables.

All deciduous and evergreen trees shall be staked the same day of planting.

All street trees shall be provided with a trunk free of branching 6 to 7 feet from root flare.

All Pruning, Staking, Guying and Wrapping is incidental to Roadside Cleanup in 2-01.

8-02.3(10) Fertilizers

This section is supplemented with the following:

Fertilizer shall be supplied and applied in the form and rates indicated below:

Type of Fertilizer	Application Rate
Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.	1 lb./1,000 square feet of actual nitrogen, 4 percent phosphorous, and 2 percent potassium by weight at the rate recommended by the topsoil analysis.
Granular or pelleted slow-release fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium.	Slow-release fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium at the rate recommended by the topsoil analysis.

Fertilizer shall be incidental to Soil Amendments per 8-02.3(6).

8-02.3(11) Bark or Wood Chip Mulch

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

Mulch shall be feathered to plant material trunks, stems, canes, or root collars, and level with the top of junction and valve boxes, curbs, and pavement edges.

This section is supplemented with the following:

Bark or wood chip mulch in accordance with Section 9-14.4(3) shall be applied to a depth of 3 inches at the location indicated on the Plans or as directed by the Engineer.

Bark or wood chip mulch shall be incidental to Soil Amendments per 8-02.3(6).

8-02.3(13) Plant Establishment

This section is revised to read:

The Contractor shall maintain the planting areas and all plants planted within the project limits to ensure the resumption and continued growth of the planted material until physical completion of the contract.

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement of all unsatisfactory plant material planted under the contract.

Planting dates for replacement plant material will be approved by the Engineer.

The Contractor shall meet with the Engineer for the purpose of joint inspection of the project once installation has been completed and thereafter on a periodic "as needed" basis as determined by the Engineer, until the physical completion date of the contract.

All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-day period immediately following the inspection. Failure to comply with corrective steps as outlined by the Engineer shall constitute justification of the Contracting Agency to take corrective steps and to deduct all costs thereof from any monies due the Contractor.

The Contractor shall replace all plants stolen or damaged by the acts of others until the physical completion date of the contract.

Plant Establishment shall be incidental to Plant Selection per 8-02.3(8).

8-02.3(14) Plant Replacement *This section is revised to read:*

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace.
Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

Replacement plants will be subject to the original warranty provision as stated above.

Plant Replacement shall be incidental to Plant Selection per 8-02.3(8).

8-02.3(15) Live Fascines

This section is deleted.

8-02.3(16) Lawn Installation

All Lawn Installation shall be incidental to Soil Amendments per 8-02.3(6).

8-02.3(16)A Lawn Installation

 The second paragraph is revised to read:

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties)	45
Dwarf Perennial Rye (Barclay)	30
Red Fescue	20
Colonial Bentgrass	5

Low-Growing Turf Seed Mix per the City of Tacoma Surface Water Design Manual, Volume 2, Chapter 3, Section 3.1.8, BMP C 120, Table 2-3. The rate of application shall be per seed supplier recommendation of BMP C 120.

The third paragraph is supplemented with the following:

Where no irrigation system is to be installed, the lawn shall be placed during the following period only:

March 1 – June 30 September 1 – October 25

The fifth paragraph is supplemented with the following:

Topsoil shall be placed to a depth of 8 inches. Subsoils shall be scarified to a minimum depth of 4 inches. See City of Tacoma BMP L613.

The sixth paragraph is supplemented with the following:

On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

8-02.3(16)B Lawn Establishment

45 This section is supplemented with the following:

Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

Section 8-02.3 is supplemented with the following:

8-02.3(17) Root Barrier

Provide and install "Root Barrier" as detailed and as shown in Plans. "Root Barrier" shall be as specified in Section 9-14.9 Root Barrier of these Special Provisions.

8-02.3(18) Tree Watering Bag System

Provide and install "Tree Watering Bag System" where indicated on the plans, per manufacturer's recommendations. "Tree Watering Bag System" shall be as specified in Section 9-14.10 Tree Watering Bag System of these Special Provisions.

8-02.3(19) Decorative Gravel

The Contractor shall place 3-inch depth of decorative gravel in the individual tree wells, as described in the Plans.

8-02.3(20) Submittals

Contractor to submit samples of the following for Engineer's approval:

- Decorative gravel sample.
- Provide topsoil soil analysis.

8-02.4 Measurement

The first paragraph is revised to read:

Topsoil, mulch, and soil amendments will be measured by the cubic yard in the haul conveyance at the point of delivery.

The seventh paragraph is revised to read:

Compost will be measured by the cubic yard in the haul conveyance at the point of delivery.

This section is supplemented with the following:

Irrigation water used to establish vegetation will be considered included in the cost of plants.

"Tree Root Barrier" shall be measured per linear foot installed.

"Tree Watering Bag System" shall be measured per each installed tree watering bag.

8-02.5 **Payment**

The pay item for "Topsoil Type ____" is revised to read

"Soil Mix 1", per cubic yard as described in 9-14.1.

The unit Contract price per cubic yard for "Soil Mix 1" shall be full payment for all costs for the specified Work.

The pay item for "Plant Selection" is revised to read

All Plant Selection items shall include Plant Establishment and Plant Replacement. "Plant Selection Small Tree", per each.

Payment for "Plant Selection Small Tree" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for weed control within planting areas, planting area

preparation, fine grading, planting, cultivating, and cleanup for the particular items called for in the Plans until the physical completion date of the contract. A one (1) year plant warranty shall be included in the unit contract price.

"Plant Selection Medium Tree", per each.

Payment for "Plant Selection Medium Tree" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for weed control within planting areas, planting area preparation, fine grading, planting, cultivating, and cleanup for the particular items called for in the Plans until the physical completion date of the contract. A one (1) year plant warranty shall be included in the unit contract price.

"Plant Selection Large Tree", per each.

Payment for "Plant Selection Large Tree" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for weed control within planting areas, planting area preparation, fine grading, planting, cultivating, and cleanup for the particular items called for in the Plans until the physical completion date of the contract. A one (1) year plant warranty shall be included in the unit contract price.

The seventh, eighth, and ninth paragraph pertaining to partial payment are deleted.

The pay item for "___ Compost" is revised to read

All required Compost shall be integral to "Soil Amendment".

The pay item for "Fertilizer" is revised to read

All required Fertilizer shall be integral to "Plant Selection" and "Soil Amendment" as applicable.

The pay item for "Weed and Pest Control" is revised to read

All required Weed and Pest Control shall be integral to "Plant Selection" and "Soil Amendment" as applicable.

The pay app for "Soil Amendment" is revised to read

"Soil Amendment", per square yard.

The unit Contract price per square yard for "Soil Amendment" shall be full pay for furnishing and incorporating the soil amendments into the existing soil as required per City of Tacoma Standard Plan No. GSI-01d as shown on the plans. This includes all required mulch, seeding and fertilizer, planting and turf topsoil, and scarified existing subsoil in planting and lawn areas.

The pay app for "Bark or Wood Chip Mulch" is revised to read

All required Bark or Wood Chip Mulch shall be integral to "Soil Amendment".

The pay app for "Water" is revised to read

All required Water shall be integral to "Plant Selection" and "Soil Amendment".

The pay app for "Seeded Lawn Installation", "Sod Installation", and "Lawn Mowing" is revised to read

All required Seeded Lawn Installation, Sod Installation, and Lawn Mowing shall be integral to "Soil Amendment".

This section is supplemented with the following:

"Tree Root Barrier", per linear foot.

The unit Contract price per linear foot for "Root Barrier" shall be full compensation necessary or incidental to procuring and installing Root Barrier as called for on the Plans.

"Tree Watering Bag System", per each.

The unit Contract price per each for "Tree Watering Bag System" shall be full compensation necessary or incidental to procuring and installing Tree Watering Bag System as called for on the Plans.

"Decorative Gravel", per cubic yard.

The unit Contract price per cubic yard for "Decorative Gravel" shall be full compensation necessary or incidental for procuring and installing Decorative Gravel as called for on the Plans.

"Tree Protection", per each.

The unit Contract price per each for "Tree Protection" shall be full compensation necessary or incidental for procuring and installing Tree Protection as called for on the Plans.

1 2 3 4 5 6 7 8 9	8-03 IRRIGATION SYSTEM (March 1, 2004 Tacoma GSP)		
	8-03.3 Construction Requirements The fourth paragraph is supplemented with the following:		
	All electrical work from the electrical source to the controller junction box must be completed by a licensed electrical contractor		
10 11 12	8-03.3(5) Installation The first sentence of the second paragraph is revised to read:		
13 14 15	Final position of turf heads shall be level or $\frac{1}{2}$ inch below finished grade measured from the top of the sprinkler.		
16 17	The fourth paragraph is revised to read:		
18 19 20	Final position of valve boxes, capped sleeves, and quick coupler valves shall be level with the finished grade or mulch.		
21 22	This section is supplemented with the following:		
23 24 25	The Contractor shall advise the Engineer at least 24 hours before pressure tests are to be conducted.		
26 27 28	A zone diagram shall be posted in the controller to facilitate the selection of the valves to be operated.		
29 30	END OF SECTION		
JU	END OF SECTION		

1 2	8-04 CURBS, GUTTERS, AND SPILLWAYS (March 1, 2004 Tacoma GSP)		
3 4 5 6 7 8 9	8-04.3 Construction Requirements		
	8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways The first paragraph is revised to read:		
	Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.		
11 12	8-04.3(6) Cold Weather Work		
13 14 15 16 17 18 19 20 21 22 23	The following additional requirements for placing concrete shall be in effect from 25 November 1 to April 1:		
	 The Engineer shall be notified at least 24 hours prior to placement of concrete. The contractor must submit a "Cold Weather Work Plan" for approval of concrete pavement in cold temperatures. All concrete placement shall be completed no later than 2:00 p.m. each day. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer. 		
24 25	8-04.5 Payment		
26 27	This section is supplemented with the following:		
28 29	"TRAFFIC CURB AND GUTTER", per linear foot.		
30 31 32	Payment for "Traffic Curb and Gutter" shall be full pay for all materials, labor, tools, equipm and supplies necessary for the installation of Cement Concrete Traffic Curb & Gutter per C Tacoma Standard Plan No. SU-03.		
33 34	"PEDESTRIAN CURB", per linear foot.		
35 36 37 38	Payment for "Pedestrian Curb" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the installation of Cement Concrete Pedestrian Curb per City of Tacom Standard Plan No. SU-03A.		
39 40	"EXTRUDED CURB", per linear foot.		
41 42 43 44	Payment for "Extruded Curb" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the installation of Extruded Curb per WSDOT Standard Plan F-10.42-00.		
45	END OF SECTION		

2	(March 3, 20	008 Tacoma GSP)
4 5		Construction Requirements agraph is revised to read:
6 7 8 9 10	Cement concrete driveway approaches shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.	
11 12	This section	is supplemented with the following sub-section:
13 14	8-06.3(1) C	old Weather Work
15 16 17	The following April 1:	g additional requirements for placing concrete shall be in effect from November 1 to
18 19 20 21 22 23	All coWhen conc	Engineer shall be notified at least 24 hours prior to placement of concrete. Oncrete placement shall be completed no later than 2:00 p.m. each day. The forms have been placed and the subgrade has been subjected to frost, no rete shall be placed until the ground is completely thawed. At that time, the forms be adjusted and subgrade repaired as determined by the Engineer.
24 25 26		Payment ragraph is revised to read:
27 28 29 30 31 32	contract pric the Contract regardless o	required for the construction of the driveway entrance shall be paid for under the unit e for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, or shall include all costs associated with excavating, including haul and disposal, if the depth in the unit contract price for "Cement Conc. Driveway Entrance Type 1" at Conc. Driveway Entrance Type 2".

CEMENT CONCRETE DRIVEWAY ENTRANCES

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8-14 **CEMENT CONCRETE SIDEWALKS** (March 23, 2010 Tacoma GSP) 8-14.3 **Construction Requirements** 8-14.3(3) Placing and Finishing Concrete The fourth paragraph is revised to read:

Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans.

8-14.3(4) Curing

The second sentence is revised to read:

Curing shall be in accordance with Section 5-05.3(13).

Section 8-14.3 is supplemented with the following:

8-14.3(20) Cold Weather Work

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

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- The contractor must submit a "Cold Weather Work Plan" for approval of concrete pavement in cold temperatures.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-14.3(21) Thickened Edge for Sidewalk

Thickened edge shall be constructed in accordance with the standard plan.

8-14.4 Measurement

 This section is supplemented with the following:

 Measurement of the Tree Root Barriers shall be by linear foot.

8-14.5 Payment

The pay item "Cement Conc. Sidewalk" is supplemented with the following:

 All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk".

The sixth paragraph is revised to read:

Excavation required for the construction of the sidewalk shall be paid for under the unit contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for "Cement Conc. Sidewalk" and/or "Cement Conc. Curb Ramp"

"Welcome Mat", per square feet.
The unit Contract price per square yard for "Welcome Mat" shall be full payment for all costs incurred to install the proposed concrete slab, mortar bed, and associated steel dowel as shown on the Welcome Mat detail provided on the design plans.

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END OF SECTION

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL (March 31, 2014 Tacoma GSP)

8-20.2 Materials

The Contractor shall warranty all electrical and mechanical equipment described in this Section for satisfactory in-service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials, and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.

8-20.2(1) Equipment List and Drawings

This section is revised to read:

This section is supplemented with the following:

Within 20 days following execution of the Contract, the Contractor shall submit to the Engineer a completed "Request for Approval of Material" that describes the material proposed for use to fulfill the Plans and Specifications.

The Contractor shall submit Type 2 Working Drawings consisting of supplemental data, sample articles, or both, of the material proposed for use. Supplemental data includes such items as catalog cuts, product Specifications, shop drawings, wiring diagrams, etc.

The Contractor shall submit Type 2 Working Drawings consisting of the following information for each different type of luminaire required on the Contract:

1. Isocandela diagrams showing vertical light distribution, vertical control limits, and lateral light distribution classification.

2. Details showing the lamp socket positions with respect to lamp and refractor for each light distribution type. This requires that the Contracting Agency know what the light pattern available are and the light distribution.

Additional submittals for proposed alternate LED Roadway Luminaires shall be in conformance with Section 9-29.10.

The Contractor shall submit for approval Type 3E Working Drawings in accordance with Section 1-05.3 for each type of light standard and each type of signal standard called for on this project.

The Engineer's acceptance of any submitted documentation shall in no way relieve the Contractor from compliance with the safety and performance requirements as specified herein.

Submittals required shall include but not be limited to the following:

1. A Type 2 Working Drawing consisting of a material staging plan, should the Contractor propose Contracting Agency-owned property for staging areas.

2. A Type 2 Working Drawing consisting of a cable vault installation plan showing the exact proposed installation location by Roadway station, offset and the scheduled sequence for each cable vault installation.

3. A Type 2E Working Drawing consisting of a pit plan, for each boring pit, depicting the protection of traffic and pedestrians, pit dimensions, shoring, bracing, struts, walers, sheet piles, conduit skids, and means of attachment, casing type, and casing size.

4. A Type 2E Working Drawing consisting of a boring plan depicting the boring system and entire support system.

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Rapid Flashing Beacons

Rapid Flashing Beacon (RFB) indications shall comply with the dimensional, operational, and flash pattern requirements of Federal Highway Administration (FHWA) Interim Approval 21 (IA-21, Conditions 4, 5, and 6, excluding Condition 5f. RFB systems shall be capable of providing, at a minimum, the following two-channel flashing patterns:

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NEMA Standard 50-50:

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Channel one is ON and channel two is OFF for 0.5 seconds.

Channel one is OFF and channel two is ON for 0.5 seconds. (Cycle repeats; the total flashing pattern cycle length is 1.00 second.)

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RFB "WW+S" Pattern (IA-21 Condition 5b):

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- Channel one is ON and channel two is OFF for 0.05 seconds.
- Both channels are OFF for 0.05 seconds.
- Channel one is OFF and channel two is ON for 0.05 seconds.
- Both channels are OFF for 0.05 seconds.
- Channel one is ON and channel two is OFF for 0.05 seconds.
- Both channels are OFF for 0.05 seconds.
- Channel one is OFF and channel two is ON for 0.05 seconds.
- Both channels are OFF for 0.05 seconds.
- Both channels are ON for 0.05 seconds.
- Both channels are OFF for 0.05 seconds.
- Both channels are ON for 0.05 seconds.
- Both channels are OFF for 0.25 seconds. (Cycle repeats; the total flashing pattern cycle length is 0.80 seconds.)

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The flashing pattern shall be user-selectable in the field.

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RFB system pushbuttons shall not include tactile arrows, speech messages, or vibrotactile indications. RFB system pushbuttons shall use a 9" x 12" R10-25 sign. The R10-25 sign may include integral yellow warning lights.

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8-20.3 **Construction Requirements**

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8-20.3(1) General

This section is supplemented with the following:

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The Contractor shall call 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.

Work shall be sequenced such that after the new signal is placed in operation, the Contractor shall remove any equipment not required for the operation of the new signal. The Contractor shall remove the old vehicle and pedestrian signal heads immediately after the new system is operational.

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For new signals, the contractor shall provide a Portable Message Change Sign (PMCS) in each direction, and operate the PMCS for one week before and one week after activating the new signal. This work shall be paid for in accordance with Section 1-10.

Off duty police officers shall be provided by the Contractor to direct traffic at any time the signal is not in normal operation. This work shall be paid for in accordance with Section 1-10. The following existing and temporary equipment shall be deconstructed/removed by the Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A South Orchard Street. Care shall be exercised in removing and salvaging the equipment. Any equipment damaged during removal, hauling, and stockpiling shall be repaired or replaced by the Contractor at no expense to the City.

- All signal heads and mounting hardware.
- Flashing beacons and flasher control pane.
- Steel poles, mast arms, and hardware.
- Aluminum poles, mast arms, and hardware.
- Controller cabinets and all internal hardware and wiring.
- Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware.
- All Opticom equipment or other preemption and priority equipment.
- LED luminaries, LED retrofit kits, and LED lamps
- Ornamental/decorative fixtures and poles/posts.
- Pedestrian signals, poles, and pushbuttons.
- Signs, brackets, and hardware.
- Locking junction box security lids, security bolts, and all other wire theft deterrent security hardware.

All other equipment shall be removed and disposed of by the Contractor, including, but not limited to, the following:

- Wood poles.
- All wiring outside of the controller cabinet.
- Loops.
- Non-LED cobra-head fixtures and GE shells (minus power door).

8-20.3(1) A Temporary Lighting

 The Contractor shall schedule the work to minimize the outage between any existing lights and new lights. The temporary lighting shall be installed and operational before the existing lighting is removed from service. Temporary lighting shall be provided by the Contractor. City Signal/Streetlight Maintenance Crews will hot splice the final connection or connections. The Contractor shall provide 72 hours notice to schedule the City crews for the hot splicing.

8-20.3(4) Foundations

This section is supplemented with the following:

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three threads shall remain between the bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material, unless otherwise approved by the Engineer. Vacuum excavation should be used where there is a possibility of conflict with utilities or other facilities.

 Forming the foundation with galvanized culvert pipe or similar forming methods will only be allowed when soil conditions or other factors make this method of construction necessary and when approved by the Engineer. Biodegradable forming tubes shall be fully removed from the

cured concrete prior to backfilling. When using culvert or tubes, the following backfill requirements will apply. The area between the form and undisturbed material shall be filled with CDF. For lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the Engineer.

Vacuum excavation shall be used where there is a possibility of conflict with utilities or other facilities

8-20.3(5) Conduit

8-20.3(5)A General

This section is supplemented with the following:

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. A minimum size #14 AWG insulated solid copper wire pull line shall be installed in all empty conduits. At least 3 feet of the copper wire pull line shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-01, 14 Details A and B.

8-20.3(5)B Conduit Type

This section is supplemented with the following:

Conduit under driveways and other vehicular access ways shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC).

Conduit installed in a joint trench, with power, and that is installed a minimum of 36 inches from finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC. This allowance shall not be construed to permit the use of dissimilar materials in a single run.

Pole riser conduit material types shall be in accordance with applicable City of Tacoma standard plans.

8-20.3(5)D Conduit Placement

This section is supplemented with the following:

Conduit terminating in pole foundations shall extend to 3 inches below the handhole.

Conduit terminating in controller foundations shall terminate 1 inch above the foundation.

8-20.3(5)E Method of Conduit Installation

8-20.3(5)E1 Open Trenching Subsection 5 is revised to read:

5. Trenches located within the paved roadway shall be backfilled with 3 inches of sand over the conduit, followed by material meeting the requirements of Section 9-03.12(3). Compaction shall be in conformance with Section 2-09.3(1)E. All street cuts shall be repaired in accordance with the standard plans.

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8-20.3(8) Wiring 54

The third paragraph is revised to read:

sufficient width to accommodate all conduit with a minimum 3-inch separation between each conduit, and a minimum clearance of 1 inch on the sides of the trench. When conduit is laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with one another. When conduit is laid vertically in the same trench, conduit spacers shall be used to maintain the 3-inch separation. Spacers shall be installed in accordance with the manufacturer's recommendations for conduit of that size and type. Additional spacers shall be required where the supported conduit is sagging more than 20 percent of the nominal diameter of the conduit.

Where multiple conduit are installed in the same trench, the trench shall be of

8. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at 12-inches below final grade.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

This section is supplemented with the following:

Unless otherwise specified in the Plans, or as otherwise directed by the Engineer, all junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustments of junction boxes causing junction boxes to be installed within an intersection radius and within four feet of the curb may require Heavy-Duty junction boxes. Final placement and type of all junction boxes within an intersection shall be as directed by the engineer.

Adjacent junction boxes shall be separated by a minimum of 3 inches.

Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes, except as otherwise provided for below. Concrete shall be flush with the top of the junction box and the adjacent improvements. Concrete shall be cast-in-place. Junction boxes shall be secured with the concrete border as follows:

- 1. When the junction box is located within a concrete or asphalt section and is located a minimum of 12 inches from the edge of the section, a concrete border will not be
- 2. Where junction boxes are located within 12 inches from the edge of the concrete or asphalt section, the junction box shall be secured on all sides with a minimum 12-inch wide, 6-inch deep concrete section. Concrete shall be finished in the same manner as the adjacent concrete, where applicable.
- 3. Where junction boxes are located within a planter strip, a landscaped area, or other nonhardened surface, the junction box shall be bordered on all sides with a minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction box.

8-20.3(7) Messenger Cable, Fittings

The second paragraph of this section is deleted.

This section is supplemented with the following:

Cable ties shall be used to neatly secure the signal cable to the span wire at 10-inch centers and shall be tightened at top. Excess tie material shall be completely cut off. The signal control cable shall be below the span wire and shall be straight with no twisting or spiraling. A minimum 5% sag shall be provided in the span wire when fully loaded with all vehicular signal heads, unless otherwise directed by the Engineer.

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All splices in underground illumination circuits, induction loop circuits, and magnetometer circuits shall be installed at junction boxes. The only splice allowed in an induction loop circuit shall be the shielded cable to loop wire splice. The only splice allowed in a magnetometer circuit shall be the probe lead-in cable to the magnetometer cable splice.

Induction loop splices and magnetometer splices shall be heat-shrink type with moisture blocking material, sized for the conductors. Magnetometer and induction loop splices shall be soldered. The end of the sheathing shall be sealed with a heat-shrink insulator.

The fourth paragraph is revised to read:

Signal wiring shall be in conformance with the following:

- 1. All termination for traffic signal control systems shall be in accordance with City of Tacoma Standard Plan TS-15.
- 2. All signal wiring shall be five-conductor or two-conductor 14-gauge stranded copper wire, unless otherwise shown in the plans.
- 3. For five-section and bimodal heads, 2-5c-14-gauge conductors shall be utilized.
- 4. 5c wire shall not be split between high voltage and low voltage. Where a pedestrian head and a pedestrian push button share a common pole, a separate 2c shall be pulled in for the push button.
- 5. A single 5c may be split between two pedestrian heads on a common pole with a jumper across the neutral.
- 6. Opticom and detection wiring shall be per manufacturer's recommendations.

All wiring entering the cabinet shall be gathered across the conduits to the right front of the cabinet and neatly tied and circle the base of the cabinet counterclockwise as further described below:

- 1. Copper communication cables shall circle the base of the cabinet, counterclockwise from front right, one full circle, and around to the back of the right panel. Cables shall follow up the back of the right panel and terminate on TS14. Cable outer jacket sheathing shall be removed from a point two (2) inches below TS14. Cables shall be uniform in length, with sufficient slack to reach any terminal on the TS14. Individual wire slack shall be neatly looped back and tied. A bolt/flanged nut alligator jaw shield bond connector shall be utilized.
- Power service conductors shall circle the base of the cabinet, counterclockwise from front right, one full circle, and back around to the front right of the base.
- 3. Detection cables shall circle the base of the cabinet, counterclockwise from front right, to the back of the left panel. Cables shall follow up the back of the left panel and terminate as directed in the field.
- 4. Signal vehicle and pedestrian head shall circle the base of the cabinet, counterclockwise from front right, to back left. Cable outer jacket sheathing shall be removed from the point that the conductor reaches the back left of the cabinet to the ends of the conductors. All vehicle and pedestrian conductors in the cabinets shall be uniform in length, with sufficient slack to reach any terminal on the load bay. Individual wire slack shall be neatly looped back and tied.
- 5. Push button conductors shall circle the base of the cabinet, counterclockwise from front right, to front left. Cable outer jacket sheathing shall be removed from the point that the conductor reaches the front left of the cabinet to the ends of the conductors. All push button conductors in the cabinets shall be uniform in length, with sufficient slack to reach any terminal on the TS3 terminal strip. Individual wire slack shall be neatly looped back and tied.

2 Field wiring of the cabinet shall be done by City of Tacoma Signal Electricians after all wiring has 3 been pulled into the cabinet and properly labeled with a temporary label consisting of white 4 electricians tape with permanent marker. The Contractor shall provide a detailed description/ key 5 of all temporary labeling. The cabinet and labeling shall be inspected by the Signal/Streetlight 6 inspector prior to cabinet wiring. The Contractor shall allow five working days for City 7 Electricians to field wire the cabinet after the inspection is complete. Improper or incorrect 8 9

labeling requiring additional effort by the City may result in additional time required by City forces to wire the cabinet.

The fifth paragraph is revised to read:

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Splices and taps on underground and overhead circuits shall be made with solderless crimp connectors, installed with an approved tool designed for the purpose, to securely join the wires both mechanically and electrically. Splices and taps will be sealed in accordance with this section.

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The seventh paragraph is revised to read:

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Aerial illumination splices shall be taped with thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation.

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The eighth paragraph is revised to read:

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All splices in junction boxes and handholes shall be taped and sealed with an electrical coating. Tape splice insulation shall consist of thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation and moisture resistant electrical coating shall be applied and allowed to dry. Two layers of thermoplastic tape will then be applied, followed by a second layer of moisture resistant electrical coating.

31 32 33

The ninth paragraph is revised to read:

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Illumination cable in light standards shall be #10 AWG USE or "Pole and Bracket" cable, as specified in Section 9-29.3(2)D of the Standard Specifications.

36 37 38

The tenth paragraph is revised to read:

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Fifteen (15) feet of slack cable shall be provided at the controller end of all cables terminating in the controller cabinet. A minimum of 3 feet of slack cable shall be left at all strain poles and junction boxes.

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8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS) Cabinets The second, third, and fifth paragraphs are deleted.

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8-20.3(13) Illumination Systems

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8-20.3(13)A Light Standards

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The sixth, seventh, and eighth paragraphs are deleted

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This section is supplemented with the following:

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Conventional Base installation shall conform to the following:

The light standards shall be assembled and mounted complete on foundations perfectly straight and in good alignment. Proper leveling of the standards shall be accomplished by means of four leveling nuts that are to be employed with the anchor bolts. Standards shall be plumb within 1/50 inch per foot.

Luminaires shall be securely attached to the mast arm in a straight and level position. The luminaires shall be installed at a specified number of degrees from level, if directed by the Engineer. After the poles are plumbed, grout shall be neatly placed between the pole base and the concrete. The Contractor shall form a 1/2-inch diameter weep hole in the grout. The nuts and bolts required for this foundation shall be furnished by the Contractor.

 All above grade signal and streetlight infrastructure, including streetlight standards, traffic signal poles, push-button poles, cabinets, and enclosures, shall not be installed closer than 3 feet from the face of curb to the nearest part of the pole or structure, and no closer than 5 feet from fire hydrants and utility poles.

8-20.3(14) Signal Systems

This section is deleted.

8-20.3(14)A Signal Controllers

This section is revised to read:

The fully wired control cabinet, the controller, the MMU, and detection hardware for the cabinet shall be delivered to the City of Tacoma Traffic Signal Shop for configuration, programming, testing, and certification prior to installation. At the Contractor's request, the City will off load the equipment. The Contractor shall notify the City 24 hours in advance of the equipment delivery.

A minimum of two weeks shall be required for the City to configure and test the cabinet and controller for each intersection. If multiple cabinets and controllers are delivered, the Contractor shall identify the sequence for configuration and allow one additional week for each additional cabinet and controller delivered.

 The Contractor shall be responsible for transporting the controller cabinet from the Signal/Streetlight Shop site to the jobsite, and for installation of the cabinet and all field wiring. Field wiring shall be performed in accordance with 8-20.3(8) and as directed by City of Tacoma Signal and Streetlight personnel in the field.

8-20.3(14)B Signal Heads

 This section is supplemented with the following:

For span wire installation, the red indications shall be leveled to within 1 inch for span wire installation.

 For span wire installation, the red indications shall be leveled to within 1 inch for each direction as approved by the City. The height to the bottom of the lowest head shall be 17 feet, plus or minus 3 inches. Height to the bottom of the lowest four-section or five-section head shall be a minimum of 16 feet-3 inches, plus or minus 3 inches.

For span wire installation, the signal stem (drop pipe) shall be 1 to 3 feet long unless otherwise approved by the Engineer.

8-20.3(17) "As Built" Plans

 This section is supplemented with the following:

These drawings shall show the routing of all underground conduits. The locations of the conduit shall be dimensioned with a precision and accuracy of 1 foot.

END OF SECTION

8-22 PAVEMENT MARKING (January 19, 2017 Tacoma GSP)

8-22.1 Description

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

 Traffic letters used in word messages shall be 6-feet high with the exception of the "R" in the railroad crossing symbol which shall be as shown on the standard plans.

8-22.2 Materials

 The Section is supplemented with the following:

All "Plastic Chevron", "Plastic Arrow", "Plastic Sharrow Symbol", "Plastic Letter" markings and all "Plastic Crosswalk Line" and "Plastic Stop Line" lines, shall be a Preformed retro-reflective thermoplastic pavement marking material incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and Portland Cement Concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

"Green Durable Product" materials shall meet the requirements of section 9-34.3(4) for MMA.

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

8-22.3 Construction Requirements

8-22.3(3)E Installation

The Section is supplemented with the following for applying Type B material:

Effective Performance Life: When properly applied, in accordance with manufacturer's instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2-foot width by 4-foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

Material Replacement Provisions: Any properly applied preformed marking materials that shall smear or soften independent of pavement movement or condition within a period of one year from date of application shall be replaced by the supplier.

Installation: The preformed marking materials shall be applied in accordance with the manufacturer's recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the "Manual on Uniform Traffic Control Devices," where applicable.

New Surfaces: Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

1 2	Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.
3	property to on recommended by the manufacturer.
4 5 6 7 8 9	Technical Services: The supplier shall provide technical services as may be required.
	8-22.3(3)F Application Thickness The Section is supplemented with the following:
	Green Durable Product: Approximately 4.2-gallon mixture of Green colored MMA, hardwearing aggregate, and catalyst should cover 70-75 SF at 90 mils thickness.
11 12 13 14	8-22.3(4) Tolerances for Lines The allowable tolerance for "Length of Line" is revised to read:
15 16 17	Length of Line: The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.
17 18 19	8-22.4 Measurement The last sentence of the sixth paragraph is revised to read:
20 21 22	Crosswalk lines will be measured by the linear foot of marking installed.
23 24	The section is supplemented with the following:
25 26	Green Bike Markings will be measured by each typical Green Bike Markings installed. Painted curb will be measured by the linear foot of curb line as "Painted Curb."
27 28 29	Plastic Sharrow Symbols will be measured by each typical sharrow symbol installed.
30 31 32	8-22.5 Payment This section is supplemented with the following:
33 34	"Parking Stall Striping", per linear foot.
35 36	"Access Parking Space Symbol", per each.
37 38	"Painted Curb" per linear foot.
39 40	"Remove Paint Line" per linear foot.
41 42	END OF SECTION

The Standard Specifications are supplemented with the following:

8-30 CEMENT CONCRETE STAIRWAY AND HAND RAILING (March 17, 2003 Tacoma GSP)

8-30.1 Description

This work shall consist of constructing cement concrete stairways, and hand railings in accordance with details shown in the Standard Plans and these Specifications and in conformity to lines and grades shown in the Plans or as established by the Engineer.

8-30.2 Materials

Materials shall meet the requirements of the following sections:

Portland Cement	9-01
Aggregates	9-03
Premolded Joint Filler	9-04.1
Concrete Curing Materials and Admixtures	9-23
Reinforcing Bars	9-07
Paint	9-08

The concrete shall be air-entrained concrete Class 3000 in accordance with the requirements of Section 6-02.

Steel pipe hand railing shall be fabricated from standard weight steel pipe conforming to ASTM Designation A 120.

Wrought iron hand railing shall be fabricated from material conforming to ASTM A207-63T.

8-30.3 Construction Requirements

8-30.3(1) **Excavation**

 Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown in the Standard Plan. All soft and yielding material shall be removed and replaced with acceptable material.

8-30.3(2) Forms

Forms shall be of wood or metal and shall extend for the full depth of the concrete. All forms shall be straight, free from warp, and of sufficient strength to resist the pressure of the concrete without warping. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal. After the forms have been set to line and grade, the foundation shall be brought to the required grade and thoroughly wetted approximately 12 hours before placing the concrete.

8-30.3(3) Placing and Finishing of Concrete

Front and side edging of stair treads shall be to a radius of 1/2 inch.

Landings for stairways shall be marked as specified for concrete sidewalks except that transverse and longitudinal markings shall be modified as necessary to result in uniform size of

squares in each landing. Where gutters are along the side of stairways, the gutter portion of stairway landings shall be smooth finished without markings to conform with the stairway gutter.

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8-30.3(4) Cold Weather Work

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

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The Engineer shall be notified at least 24 hours prior to placement of concrete.

All concrete placement shall be completed no later than 2:00 p.m. each day. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

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8-30.3(5) Curing

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Cement concrete stairways shall be cured for a minimum of 72 hours in accordance with Section 5-05.3(13).

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8-30.3(6) Hand Rail

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Hand rails for cement concrete stairways shall be constructed at the locations shown on the Plans. The railing may be placed either completely assembled at the time when stairway concrete is placed, or recesses may be provided in the concrete for grouting in the railing posts after the concrete has been placed, finished, and cured.

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The installed railing shall be in true alignment, proper grade, and all posts plumb.

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Welds shall be made by experienced welders and each weld shall be ground and buffed to a smooth surface.

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8-30.3(6) A Hand Rail Painting

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Painting shall meet the requirements of Section 6-07 of the Standard Specifications.

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Paint shall be as follows:

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Primer shall meet requirements outlined in Section 9.08. "Formula A-6-68- Zinc Dust Zinc Oxide Primer," of the Standard Specifications.

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Finish coat shall meet requirements outlined in Section 9.08, "Formula D-4-57 - Black Enamel," of the Standard Specifications.

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8-30.4 Measurement

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Measurement of cement concrete stairway and hand rail will be in accordance with City of Tacoma Standard Plan SU-10.

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8-30.5 **Payment**

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"Cement Conc. Stairway", per linear foot.

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The unit Contract price per linear foot for "Cement Conc. Stairway" shall be full pay for all labor, equipment, and materials required for clearing and grubbing; excavation; subgrade preparation; 1 2 3 4 5 6 7 8 construction of forms; furnishing and placing reinforcing steel; furnishing and placing of concrete in accordance with the plans and specifications. "Hand Rail", per linear foot. The unit Contract price per linear foot for "Hand Rail" shall be full pay for all labor, equipment, and materials, required to construct and complete the railing in accordance with the plan and

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specification.

END OF SECTION

The Standard Specifications are supplemented with the following:

8-31 SIDEWALK SANDBLASTING

8-31.1 Description

This work shall consist of sandblasting concrete sidewalks in accordance with these specifications at the locations indicated in the plans or where designated by the engineer.

8-31.2 Construction Requirements

1. Locating sandblast band.

a. Locate band with chalk or tape in orientation as shown on drawings for approval by the Engineer. Provide Engineer 48 hours' notice of completion of layout.

2. Blasting Operations and Requirements:

 a. Apply sandblasted finish to exposed concrete surfaces where indicated and approved by Engineer, including exposed concrete surfaces constructed as part of the Tacoma Link Expansion project.

b. Perform sand blasting at least 72 hours after placement of concrete. Coordinate with Tacoma Link Expansion project, formwork construction, concrete placement schedule, and formwork removal to ensure that surfaces to be blast finished are blasted at the same age for uniform results.

c. Determine type of nozzle, nozzle pressure, and blasting techniques required to match the Engineer's control samples.

 d. Abrasive blast corners and edge of patterns carefully, using backup boards, to maintain uniform corner or edge line.

3. Depths of Cut: Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surface to match the Engineer's control samples as follows:

 a. Light Sand Blast Finish: Expose fine aggregate with no exposure of coarse aggregate;
 b. Medium Sand Blast Finish: Generally expose fine aggregate with occasional coarse

b. Medium Sand Blast Finish: Generally expose fine aggregate with occasional coarse aggregate; 1/8-inch to 3/16-inch reveal.

 Surface Continuity: Perform sand blast finishing in as continuous an operation as possible, utilizing the same work crew to maintain continuity of finish on each surface or area of work. Maintain patterns of variances in depths of cuts as indicated.

 4. Construction Joints: Use technique acceptable to the Engineer to achieve uniform treatment of construction joints.

5. Protection and Repair:

 a. Protect adjacent materials and finishes from dust, dirt, and other surface or physical damage during abrasive blast finishing operations. Provide protection as required and remove from site at completion of the work.

6. Lettering Finish: Perform spray painting of letters utilizing technique acceptable to the Engineer to achieve uniform treatment of lettering.

b. Repair or replace other work damaged by finishing operations.

a. Provide (3) coats of clear coat paint at letters located at colored concrete sidewalk.b. Provide (3) coats of dark grey paint at letters located at concrete sidewalk

7. Cleanup: Maintain control of concrete chips, dust, and debris in each area of the work. Clean up and remove such material at the completion of each day of operation. Prevent migration of airborne materials by use of tarpaulins, wind breaks, and similar containing devices.

8-31.3 Submittals

 1. Sample Panels: Before work is allowed to commence the contractor shall furnish a minimum of two (3) initial sample panels and (2) final sample panels approximately 4ft. x 4ft. for review by the contracting agency. Initial sample panels shall consist of (1) concrete sidewalk panel and (2) colored concrete sidewalk panels. Final sample panels shall consist of (1) concrete sidewalk panel and (1) colored concrete sidewalk panel.

a. Locate panels where indicated or, if not indicated, as directed by Contracting Agency.

 b. Sandblast part of an exposed-face surface for each sandblast finish indicated. Include a 4-inch wide band traversing the length of sample, across joints and along edge of sample with a minimum of (2) 90 degree turns. Sandblast 6" letters to form the word HILLTOPIA, include jointing as shown in drawings. Paint words as indicated. Sample shall demonstrate adequacy of repair techniques proposed for repair of surface blemishes.

c. After review of initial panels, the contractor shall furnish a minimum of (2) final panels approximately 4ft. x 4ft. with revised blasting as indicated during review of initial panel, for review by the contracting agency.

d. After acceptance of blasting technique, maintain one sample panel at the Project site in an undisturbed condition as a standard for judging the completed Work.

 e. Demolish and remove sample panels when directed.

 2. Sample paint colors: Prior to commencement of sample panels the contractor shall furnish contact color sheet samples in the range of colors indicated for lettering finishes.

8-31.4 Measurement

Sidewalk Sandblasting shall be measured by the linear foot with the width to match that which is shown on the plans.

8-31.5 **Payment**

Payment will be made for the following Bid item that is included in the proposal:

"4 inch Concrete Sandblasting Strip", per linear foot.

 The unit Contract price per each for "4 inch Concrete Sandblasting Strip" shall be full payment for all costs for the specified Work.

END OF SECTION

1 The Standard Specifications are supplemented with the following: 2 3 8-32 **UNIT PAVERS** 4 5 8-32.1 **Description** 6 7 This work shall consist of constructing a unit paver surface in accordance with these Special 8 Provisions and as detailed on the Plans. This section includes the following: 9 10 1. Precast Concrete Pavers. 11 12 8-32.2 **Materials** 13 14 1. Requirements: Precast paving units for pedestrian use made of solid concrete. 15 a. Portland Cement: ASTM C 150, Type III, high early strength. 16 b. Aggregate: ASTM C 33. 17 c. Color Admixture: ASTM C979 or equal, as required to achieve color selected. d. Aggregate for exposed aggregate surface: As selected. 18 e. Compressive strength: Minimum 5,000 psi. 19 20 f. Water absorption: Less than 5% 21 g. Pavers shall contain on average 5% entrained air, with no individual piece under 4%. 22 23 2. Acceptable Paver Products: 24 25 a. Manufacturer: Stepstone, Inc. 17025 South Main Street, Gardena, CA 90248. 800-572-26 9029 27 i. Paver A: 28 1. Style: Diamond 8 or Narrow Modular Paver- see details 29 2. Sizes: a. Diamond 8: 23-7/8" x 3-7/8" x 7-7/8" 30 31 b. Narrow Modular Paver: 6" x 18" x 4" 3. Color: 1821 French Grey 32 33 4. Finish: Sandblast 34 35 ii. Paver B: 1. Style: Diamond 8 or Narrow Modular Paver- see details 36 37 2. Sizes: 38 a. Diamond 8: 23-7/8" x 3-7/8" x 7-7/8" 39 b. Narrow Modular Paver: 6" x 18" x 4" 40 3. Color: 1806 Almond 41 4. Finish: Sandblast 42 43 Paver C: iii. 44 1. Style: Diamond 8 or Narrow Modular Paver- see details 2. Sizes: 45 46 a. Diamond 8: 23-7/8" x 3-7/8" x 7-7/8" 47 b. Narrow Modular Paver: 6" x 18" x 4" 48 3. Color: 1805 Iceberg Green 49 4. Finish: Sandblast 50 51 ίV. Paver D: 52 1. Style: Diamond 8 or Narrow Modular Paver- see details 53 2. Sizes: 54 a. Diamond 8: 23-7/8" x 3-7/8" x 7-7/8"

1 2 3	b. Narrow Modular Paver: 6" x 18" x 4"3. Color: 1816 Brick Red4. Finish: Sandblast	
4 5	b. Manufacturer: QCP. 731 W. Parkridge Ave, Norco, CA	92860
6	i. Paver E:	
7 8	1. Style: Flat Worx; Mesa or QS-12PV- see d	etails
9	2. Sizes:	
10	a. Mesa: 15-1/2" x 24" x 2-1/4"	
11 12	b. QS-12PV: 12" x 12" x 2-1/4" 3. Color: WT1 (Light Grey)	
13	3. Color. With (Light Grey)	
14	ii. Paver F:	
15	 Style: Flat Worx; Mesa or QS-12PV- see d 	etails
16	2. Sizes:	
17 18	a. Mesa: 15-1/2" x 24" x 2-1/4" b. QS-12PV: 12" x 12" x 2-1/4"	
19	c. 3" x 12" x 2-1/4", cut from QX-12PV pay	er
20	3. Color: GR3 (Black)	
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22 23	iii. Paver G:	otoilo
23 24	 Style: Flat Worx; Mesa or QS-12PV- see d Sizes: 	Elalis
25	a. Mesa: 15-1/2" x 24" x 2-1/4"	
26	b. QS-12PV: 12" x 12" x 2-1/4"	
27	c. 3" x 12" x 2-1/4", cut from QX-12PV pav	er
28 29	3. Color: Quail Hill Red	
30	iv. Paver H:	
31	Style: Flat Worx; Mesa or QS-12PV- see d	etails
32	2. Sizes:	
33	a. Mesa: 15-1/2" x 24" x 2-1/4"	
34 35	b. QS-12PV: 12" x 12" x 2-1/4" c. 3" x 12" x 2-1/4", cut from QX-12PV pav	or.
36	3. Color: GN1 (Green)	Ci
37	,	
38	v. Paver I:	
39 40	 Style: Flat Worx; Mesa or QS-12PV- see d Sizes: 	etalis
41	a. Mesa: 15-1/2" x 24" x 2-1/4"	
42	b. QS-12PV: 12" x 12" x 2-1/4"	
43	c. 3" x 12" x 2-1/4", cut from QX-12PV pav	er
44 45	3. Color: BG1 (Beige)	
45 46	vi. Paver J:	
47	1. Style: Flat Worx; Mesa or QS-12PV- see d	etails
48	2. Sizes:	
49	a. Mesa: 15-1/2" x 24" x 2-1/4"	
50 51	b. QS-12PV: 12" x 12" x 2-1/4"	or
51 52	c. 3" x 12" x 2-1/4", cut from QX-12PV pav 3. Color: GR2 (Grey)	CI
53	3. 33.31. 31.E (3.3 _j)	
54	Mortar Setting-Bed Materials	

- a. Portland Cement: ASTM C 150, Type I or II.
 - b. Sand: ASTM C 144.
 - c. Latex Additive: Acrylic-resin or styrene-butadiene-rubber water emulsion serving as replacement for part or all of gauging water, of type specifically recommended by latex additive manufacturer for use with field-mixed portland mortar bed, and not containing a retarder. Weather, frost, shock resistant complying with ANSI A118.4 test and equal to Laticrete 3701 Mortar Admixture.
 - d. Water: Potable.

4. Grout Materials:

- a. Sand-Portland Cement Grout: ANSI A108.10, composed of white or gray cement as required to produce required color.
 - Latex Additive: Manufacturer's standard acrylic-resin or styrene-butadiene-rubber water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed sand-portland cement grout.
- b. Grout Colors: As selected by Engineer from manufacturer's full range.
- c. Galvanized welded wire mesh associated with Unit Paver installation is integral to Grout Materials.
- 5. The Contractor is hereby advised that some concrete pavers manufactured and delivered will not be acceptable for use in the Work for any exposed face, edge, or corner, and therefore may require that some of the pavers be rejected for use on this project.
 - a. Permissible Extent of Chippage from Edges and Corners: 1/16 inch. The cumulative length of chips on the exposed face of a single unit shall not exceed 1 percent of the perimeter of the exposed face of the paver, and no single chip shall exceed 1/8 inch in length.
 - b. Other than chips, the paver shall be free of cracks, color, and other imperfections detracting from the appearance of a designated sample when viewed from a distance of 5 feet.

8-32.3 Construction Requirements

8-32.3(1) **Submittals**

- 1. Product Data: For the following:
 - a. Precast Concrete Pavers, include mix design meeting the criteria identified in this specification.

2. Samples for Verification:

- a. Submit two product samples of full-size units of each type of unit paver indicated in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics.
- b. Grout Samples for Initial Selection: Submit manufacturer's color charts showing the full range of colors for selection by Engineer.
- c. Joint Sealant Samples for Initial Selection: Submit Manufacturer's full range of colors for selection by Engineer.
- d. Grout Samples for Verification: Submit three 4-inch long product samples of the colored grout selected by Engineer, installed between unit pavers or as required to show the full range of colors to be expected in the finish work.
- e. Joint Sealant Sample for Verification: Submit three 4-inch long product samples of the colored grout selected by Engineer, installed between unit pavers or as required to show the full range of colors to be expected in the finish work.
- f. Example Joint Filler Material: Submit one 12-inch length.

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- 3. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- 4. Compatibility and Adhesion Test Reports: From latex-additive manufacturer indicating the
 - a. Mortar and grout containing latex additives have been tested with pavers for compatibility and adhesion.
 - b. Interpretation of test results relative to mortar and grout performance and written recommendations for installation practices needed for adhesion.
- 5. Product Warranty: Provide certified copies of manufacturer's product warranties.

8-32.3(2) Quality Assurance

- 1. Installer Qualifications: An experienced installer who has completed unit paver installations similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- 2. Source Limitations: Obtain each type of unit paver, joint material, and setting material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.
- 3. Pre-construction Coordination: Review installation procedures and coordinate paving work with other work affected by the unit paving work. Prior to beginning construction, unit paver contractor shall coordinate critical dimensions of pavers with flatwork contractor, to minimize cutting of pavers. Field verify layout shown on Drawings coincides with paver critical dimensions by constructing mockup as described below. Submit evidence to Engineer that this coordination work has been completed.

4. Mockups:

- a. Before installing unit pavers, build an 8ft. X 4ft. mockup of the pattern selected by the Engineer. The mockup shall verify selections made under sample submittals and demonstrate aesthetic effects, quality of materials and execution of the work. Build mockup using materials indicated for the completed work including base construction. mortar bed and joints, edge conditions, expansion joints, and contiguous work. Build mockups to comply with the following requirements:
 - Build mockup in the location as directed by Engineer. i.
 - ii. Build mockup in advance of concrete forms being laid out or constructed, so that critical dimensions of the unit paving work may be coordinated with the surrounding flatwork.
 - iii. Notify Engineer seven days in advance of dates and times when mockup will be constructed.
 - Demonstrate the proposed range of aesthetic effects, workmanship and the iν. method of cleaning mortar from paver surfaces without causing damage.
 - Obtain Engineer's approval of mockup before starting unit paver installation. ٧.
 - Maintain mockup during construction in an undisturbed condition as a standard for νi. iudaina the completed Work.
 - Demolish and remove mockup when directed. vii.

- viii. Approved mockup may become part of the completed Work if undisturbed at time of Substantial Completion.
- ix. For material failing tests, obtain mortar and grout manufacturer's written instructions for corrective measures, including the use of alternative materials to obtain optimum bond and prevent staining.
- b. For all remaining paver patterns construct full size mockups for Engineer review and approval by dry-laying pavers on a flat surface in the patterns and colors indicated on drawings. Dry laid paver mockups shall be used to verify selections made under sample submittals and to demonstrate aesthetic effects and qualities of materials. Build mockups in the location as directed by Engineer.
 - i. Build mockups in advance of concrete forms being laid out or constructed, so that critical dimensions of the unit paving work may be coordinated with the surrounding flatwork.
 - ii. Notify Engineer seven days in advance of dates and times when mockups will be constructed.
 - iii. Demonstrate the proposed range of aesthetic effects and workmanship.
 - iv. Obtain Engineer's approval of mockups before starting unit paver installation.

8-32.3(3) Delivery, Storage, and Handling

- 1. Deliver all materials to the installation site in the manufacturer's original packaging. Packaging shall contain manufacturer's name, customer name, order, identification number, and other related information.
- 2. Protect unit pavers and aggregate during storage and construction against soiling or contamination from earth and other materials.
 - a. Cover pavers with plastic or use other packaging materials that will prevent rust marks from steel strapping.
- 3. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
 - a. Store liquids in tightly closed containers protected from freezing.

8-32.3(4) Project Conditions

- Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- 2. Weather Limitations for Mortar and Grout: Comply with the following requirements:
 - a. Cold Weather Requirements: Protect unit paver work against freezing when atmospheric temperature is 40 degrees F and falling. Heat materials to provide mortar and grout temperatures between 40 and 120 degrees F. Provide the following protection for completed portions of work for 24 hours after installation when the mean daily air temperature is as indicated: below 40 degrees F, cover with weather-resistant membrane; below 25 degrees F, cover with insulating blankets; below 20 degrees F, provide enclosure and temporary heat to maintain temperature above 32 degrees F.
 - b. Hot Weather Requirements: Protect unit paver work when temperature and humidity conditions produce excessive evaporation of setting beds and grout. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 degrees F and higher.

i. When ambient temperature exceeds 100 degrees F with a wind velocity of greater than 8 mph, set pavers within 1 minute of spreading setting-bed mortar.

8-32.3(5) Examination

1. Examine areas indicated to receive paving with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

2. Verify that concrete base is sloped for drainage and is free of standing water, dust, oil, grease, paint, wax, curing compounds, primer, sealers, form release agents, or any deleterious substances and debris which may prevent or reduce bonding. Conduct moisture tests to verify that concrete surfaces are completely cured, free from hydrostatic pressure and having a moisture content of less than 5 percent.

3. Verify that grout materials can be cleaned from pavers, or provide coating to pavers to facilitate removal of grout materials.

8-32.3(6) Preparation

1. Remove substances, from concrete substrates, that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.

2. Clean concrete substrates to remove dirt, dust, debris, and loose particles. This may require mechanical grinding and scarifying of the surface.

3. Neutralize any trace of strong acid or alkali from the substrate prior to mortar application.

4. Remove substances, protrusions, and fins from concrete acting as edge restraints that could impair tight joints.

8-32.3(7) Installation, General

1. Do not use unit pavers with chips, cracks, and voids that exceed the tolerances listed under Section 8.26.2(1). Do not use unit pavers outside the approved color range or unit pavers with discolorations and other defects that might be visible or cause staining in finished work.

2. Pavers shall be clean and free of foreign materials prior to installation.

3. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

4. Cut unit pavers with motor-driven masonry saw equipment. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Where cutting is required, use the largest size unit possible.

a. Block splitter may be not used. Hammer cutting is not acceptable.

5. Joint Pattern: Per Plans.

6. Tolerances: Do not exceed 1/16 inch unit-to-unit offset from flush (lippage) or 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

7. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide joint filler and backer rod for sealant-filled joints where indicated. Install joint filler before setting pavers.

8-32.3(8) Mortar Setting-Bed Applications

1. Saturate concrete subbase with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.

2. Apply cement-paste bond coat over surface of concrete subbase about 15 minutes before placing setting bed. Limit area of bond coat to avoid its drying out before placing setting bed. Do not exceed 1/16-inch thickness for bond coat.

3. Apply mortar bed over bond coat immediately after applying bond coat. Spread and screed setting bed to uniform thickness at subgrade elevations required for accurate setting of pavers to finished grades indicated.

4. Place pavers before initial set of cement occurs. Immediately before placing pavers on setting bed, apply uniform 1/16-inch-thick, slurry bond coat to bed and to back of each paver with a flat trowel.

5. Tamp or beat pavers with a wooden block or rubber mallet to obtain full contact with setting bed and to bring finished surfaces within indicated tolerances. Set each paver in a single operation before initial set of mortar; do not return to areas already set and disturb pavers for purposes of realigning finished surfaces or adjusting joints.

6. Spaced Joint Widths: Provide jointing as indicated on drawings, with variations not exceeding plus or minus 1/16 inch or as approved during mock-up process.

7. Grout joints as soon as possible after initial set of setting bed.

 a. Store grout at 70 degrees F for a minimum of 24 hours prior to installation.
b. For concrete pavers with grouted joints, apply paver sealer to the top surface of pavers, avoiding any application of sealer into joints to be grouted. Allow sealer to dry completely before grouting joints.

c. Force grout into joints, taking care not to smear grout on adjoining surfaces.

 d. Clean pavers as grouting progresses by dry brushing or rubbing with dry burlap to remove smears before tooling joints.

 e. Tool exposed joints slightly concave, or as directed by Owner's Representative, when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
f. If tooling squeezes grout from joints, remove excess grout and smears by dry brushing

 or rubbing with dry burlap and tool joints again to produce a uniform appearance.

8. Cure grout by maintaining in a damp condition for seven days, unless otherwise

8-32.3(9) Repairing, Pointing, and Cleaning

recommended by grout or liquid-latex manufacturer.

1. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units (color, spacing and elevation) as intended, at no additional cost to the Owner. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement at no additional cost to the Owner. Unit pavers must not be loose, chipped, broken, stained, or otherwise damaged at the completion of the project.

- 1 2. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point 2 up joints at sealant joints to provide a neat, uniform appearance, properly prepared for 3 sealant application. 4 5 3. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean as 6 indicated below. 7 a. Lightly pre-wet or flash-cool the paver surface (do not soak). If plant material is nearby, 8 protect and/or keep wet during chemical application. 9 b. Apply masonry cleaner through an EC Jet (or a pump sprayer diluted to 4:1 ratio) to the 10
 - entire surface to be cleaned. Overlap each stroke to achieve even coverage. c. Allow product to sit for 5 to 7 minutes, being careful to not allow the product to dry on the
 - pavement surface.
 - d. If required, repeat application to melt remaining soils/stains/residue/efflorescence.
 - e. Do not allow the product to dry on the pavement surface.
 - f. Begin rinsing from highest elevation to lowest. Use long even strokes, overlap each stroke. Low-pressure rinse with a pressure washer is recommended, but not necessary.
 - g. Repeat Steps "a" through "f" above, if necessary, to achieve desired result.

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8-32.4 Measurement

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Unit Pavers", per square foot.

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8-32.5 **Payment**

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Payment will be made for the following Bid items when included in the Proposal:

25 26 27

"Unit Pavers", per square foot.

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The unit Contract prices above shall be full pay for all Work to complete the installation, including haul and disposal of all waste material.

31 32 33

END OF SECTION

The Standard Specifications are supplemented with the following: 8-33 **GRANITE STONE TEXT PANELS** 8-33.1 Description This work shall consist of constructing Granite Stone Panels, including the following components: 1. Granite Stone Panels with Text. Work shall be in accordance with these Special Provisions and as detailed on the Plans.

8-33.2 **Materials**

8-33.2(1) Granite Stone

Granite: Igneous rock, formed from liquid magma, cooled slowly. Includes the minerals feldspar, quartz, and mica in various proportions. ASTM C 615. Cut stone from one block or contiguous, matched blocks in which natural markings occur.

- 1. Granite Stone Panel:
 - a. Stone variety: Carnelian by Coldspring Granite. 17482 Granite West Rd., Cold Spring, MN. 56320. Phone: 320-685-3621.
 - b. Location: Exterior paving areas indicated on drawings.
 - c. Finish: Thermal.
 - d. Nominal Thickness: Not less than the following nominal thickness: 1-15/16 inches (+1/8" -1/16"), 50 mm.

8-33.2(2) Mortar Materials

- 1. Portland Cement: ASTM C 150, Type I or Type II, except Type III may be used for coldweather construction.
- 2. Hydrated Lime: ASTM C 207.
- 3. Portland Cement-Lime Mix: ASTM C 150, Type I or Type III, and ASTM C 207.
 - 4. Colored Portland Cement-Lime Mix: ASTM C 150, Type I or Type III; ASTM C 207; and mortar pigments.
 - 5. Aggregate: ASTM C 144.
 - 6. Mortar Pigments: Natural and synthetic iron oxides. Use only pigments with a record of satisfactory performance in mortar and containing no carbon black.
- 7. Latex Additive: Acrylic-resin water emulsion recommended by additive manufacturer for use with field-mixed portland cement mortar bed.
 - 8. Thin-Set Mortar: Latex-Portland Cement Mortar: ANSI A118.4.

8-33.2(3) Grout Materials

Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I, and clean, natural sand,
 ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 to 3 parts sand, by
 volume, with minimum water required for placement and hydration. Water-soluble chloride
 ion content less than 0.06 percent by weight of cement when tested according to
 ASTM C 1218/C 1218M.

2. Provide color as selected by Engineer from manufacturer's full range.

8-33.2(4) Paint Materials

1. Letter paint: UV resistant, paint formulated from compound of pigments and resins, specifically formulated for painting stone.

2. Provide color as selected by Engineer from manufacturer's full range.

3. Cleveland Lithichrome Stone Paint or equal.

8-33.2(5) Accessories

1. Reinforcing Wire: ASTM A 185 and ASTM A 82 except for minimum wire size.

2. Cleaner: As recommended by stone producer.

8-33.3 Construction Requirements

8-33.3(1) Submittals

1. Material Test Reports: For each granite stone variety used on Project, include physical property data and material test reports

2. Shop Drawings for Granite stone text panels:

 a. Detail fabrication and installation of granite stone panels.
b. Indicate locations, plans, dimensions, text, shapes, finishes, and cross sections of each panel. Include the following for text: font type, size, location spacing, depth of letters, depth and color of letter paint, etc.

c. Indicate extent/location of each surface finish.

d. Indicate finish of wearing surface and edge finishes.e. Indicate relationship of granite stone panels to adjacent materials.

 If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of panels when modifying details or materials and maintain the general design concept.

3. Granite Stone Samples: Three 11-1/4 inch wide by 23-1/4 inch long by 2 inch thick samples for initial verification of design intent, for each type of finish indicated on exposed surfaces of granite stone panels, exhibiting the full range of color and finish texture characteristics expected.

a. Provide each sample with a different font type and color of letter paint as indicated by Engineer.

4. Provide color contact sheet indicating manufacturers full range of color options for Grout joints for initial selection (see Submittals). Provide physical product samples for (3) colors selected by Engineer.

8-33.3(2) Quality Assurance

1. Obtain each stone variety from a single quarry.

Granite Stone Installer Qualifications: Engage experienced installer that has completed stone installation similar in material, design, and extent to that indicated for the project.

3. Granite Stone Fabricator Qualifications: Engage experienced fabricator that has completed stone sandblasting and stone fabrication similar in material, design, and extent to that indicated for the project. A firm that assumes responsibility for engineering granite stone panels which complies with performance requirements. This responsibility includes preparation of Shop Drawings

4. Preconstruction Stone Testing: Engage an independent testing agency to perform the following testing for each stone variety:

a. Furnish test specimens that are representative of materials.

b. Physical Property Tests: ASTM standards specified for stone type.

c. Flexural Strength Tests: ASTM C 880.

8-33.3(3) Granite Stone Fabrication

1. Comply with requirements in this Section for measuring, transporting, and placing granite stone panels.

2. Fabricate stone to comply with requirements indicated and with the following references: a. Granite: NBGQA's "Specifications for Architectural Granite."

3. Cut stone to produce pieces of thickness, size, and shape, indicated, including details on Drawings and Shop Drawings.

4. Carefully inspect finished stone at fabrication plant for compliance with requirements. Replace defective units. Clean backs of stones to remove rust stains and iron particles.

5. Blasting of the granite stone panels and paint application shall be performed by the stone fabricator in a controlled environment prior to delivery to the project site.

8-33.3(4) Granite Stone Finishes

1. Faces shall be free of cracks, fractures, spalls, and other obvious defects. Stone shall be split in a straight line with a hydraulic guillotine and broken along the natural grain of the stone.

2. Finish exposed-face surfaces of granite stone panels to match approved design reference sample and as follows:

a. Top surface shall have a thermal finish meeting or exceeding .6 static coefficient of friction measured by ASTM-C1028. Provide three samples for initial selection, per Submittals.

b. Unexposed surfaces may have sawn finish and shall be uniform, straight, and sharp.

8-33.3(5) Mortar and Grout Mixes

- 1. Mortar: Comply with referenced standards and with manufacturers' written instructions.
 - a. Do not use admixtures. Do not use calcium chloride.

- b. Combine mortar materials and mix thoroughly. Discard mortar when it has reached initial set.
- 2. Latex-Modified Portland Cement Setting Mortar: Proportion and mix Portland cement, aggregate, and latex additive to comply with manufacturer's written instructions.
- 3. Mortar-Bed Bond Coat: Mix neat cement and latex additive to a creamy consistency.
- 4. Latex-Modified Portland Cement Bond Coat: Proportion and mix Portland cement, aggregate, and latex additive to comply with manufacturer's written instructions.
- 5. Cement-Paste Bond Coat: Mix either neat cement or cement and sand with water to a consistency similar to that of thick cream.
- 6. Joint Grout: Comply with mixing requirements in referenced ANSI standards and with manufacturer's written instructions.

8-33.3(6) Blasting

Blasting letters: Carving shall be abrasive granular grit blasted at high-pressure to produce incised letters with standard accenting in fonts, depths and sizes shown in drawings.

Ensure each panel is blasted in a single operation by the same operator. Ensure all text is incised to same depth and shape.

Provide a unique rubber stencil with lettering as approved by Engineer during submittal process that firmly adheres to stone during blasting allowing only the stone surface not covered by the stencil to be incised. Stencil shall be removable with residue that is cleanable using manufacturer's suggested stone cleaning materials.

8-33.3(7) Paint Application

- 1. After completion of blasting has occurred are area has been cleared of all dirt, dust, debris or other loose particles install paint at each letter.
- 2. Apply a prime coat, second coat and clear finish coat in accordance with manufacturer's recommendations.

8-33.4 Execution

8-33.4(1) **Examination**

- 1. Examine supporting concrete foundation slab for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.
- 2. Do not install granite stone panels until supporting cast-in-place concrete has attained minimum allowable design compressive strength and is structurally ready to receive loads from granite stone units.
- 3. Proceed with installation only after unsatisfactory conditions have been corrected.

8-33.4(2) Installation

- 1. Sweep concrete substrate to remove dirt, dust, debris, and loose particles and substances from concrete substrate that could impair mortar bond.
 - 2. Clean dirty or stained stone surfaces before setting. Scrub with fiber brushes; drench with clear water. Use mild cleaning compounds
 - 3. Saturate concrete with clean water several hours before placing setting bed. Remove surface water about one hour before placing setting bed.
 - 4. Apply mortar-bed bond coat to damp concrete and broom to provide an even coating that completely covers the concrete. Do not exceed 1/16-inch (1.5-mm) thickness. Limit area of mortar-bed bond coat to avoid its drying out before placing setting bed.
 - a. Place reinforcing wire mesh over concrete, lapped at joints by at least one full mesh and supported so mesh becomes embedded in middle of setting bed. Hold edges back from vertical surfaces about 1/2 inch (13 mm).
 - 5. Apply mortar bed to finished elevations indicated immediately after applying mortar-bed bond coat.
 - 6. Mix and place only that amount of mortar bed that can be covered with stone before initial set. Cut back, bevel edge, and discard material that has reached initial set before stone can be placed.
 - 7. Place stone before initial set of mortar occurs. Immediately before placing stone on setting bed, apply uniform 1/16-inch- (1.5-mm-) thick bond coat to bed or to back of each stone unit.
 - 8. Tamp and beat stone with a wooden block or rubber mallet.
 - a. Set each unit in a single operation before initial set of mortar.
 - 9. Rake out joints to depth required to receive grout or pointing mortar as units are set.
 - 10. Grouting Joints: Use Polymer-Modified Cement Grout for Stone Joints meeting ANSI A108.10, comply with manufacturer's written instructions.
 - a. Remove mortar, sealant, and stains before tooling joints.
 - b. Grout joints as soon as possible after initial set of mortar setting bed. Finish joints by tooling to produce a slightly concave polished joint, free of drying cracks.
 - c. Maintain grout in damp condition for seven days.

8-33.4(3) Repairs

1. Remove and replace damaged granite stone when repairs do not comply with requirements.

8-33.4(4) Cleaning

- 1. Prohibit traffic from installed stone for a minimum of 72 hours.
- 2. Clean surfaces of granite stone as work progresses.
 - 3. Clean mortar, grout, sealant, and other deleterious material from granite stone surfaces and adjacent materials immediately.
 - 4. Clean exposed surfaces of granite stone after erection to remove markings, dirt, and stains. Perform cleaning procedures according to granite stone fabricator's recommendations.

1 2 3 4	5.	materi	t other work from staining or damage due to cleaning operations. Do not use cleaning als or processes that could change the appearance of exposed granite stone finishes nage adjacent materials.		
5	8-3	3.5	Measurement		
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7	Granite Stone Panels with Quote shall be measured by the linear foot.				
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9	8-3	33.6	Payment		
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11	Payment will be made for each of the following Bid items that are included in the proposal, and				
12	shall be full compensation for all Work:				
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14	"Granite Stone Panels with Quote", per linear foot.				
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16					
17			END OF SECTION		
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The Standard Specifications are supplemented with the following:

8-34 VERTICAL MARKER COLUMNS

8-34.1 Description

 This item consists of the furnishing of all materials for the fabrication of and the installation of Vertical Marker Columns. Columns shall be round, tapered steel with a round base cover. The column, footing, banner support members, surface applied art, anchoring, and hardware shall be included, as shown and detailed in the Plans and Specifications. Banners are not a part of this work.

Columns shall be fabricated from weldable grade, hot rolled commercial quality, ASTM A595 Grade A, 11 gauge, carbon steel. Columns shall be one piece construction with full length longitudinal weld. Guaranteed minimum yield strength of 55,000 PSI (380 MPa) after fabrication. Base plate and cover shall be structural quality, hot rolled, carbon steel ASTM A36. Following fabrication and prior to application of powdercoat, all components shall receive a hot dipped galvanized finish.

Verify actual locations of other construction contiguous and adjacent to column placement by field measurements before fabrication. Provide shop drawings: show details and instructions for fabrication, assembly, and installation of custom fabricated items as indicated on the Drawings. Provide one full-scale complete column for review and approval prior to commencing fabrication.

8-34.2 Submittals

- 1. Provide powder coat color contact sheet showing full manufacturer's range of the following colors to be selected by Engineer.
 - a. Black
 - b. Yellow
 - c. Green
 - d. Red

8-34.3 **Payment**

Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all work including:

"Vertical Marker Columns", per each.

The unit Contract prices above shall be full pay for all Work to complete, including furnishing material, fabrication, installation in place, footings, anchor bolts, and finish application, as detailed in the Plans and outlined in the Specifications.

END OF SECTION

1 The Standard Specifications are supplemented with the following: 2 3 8-35 SITE AND STREET FURNISHINGS 4 5 8-35.1 **Description** 6 7 This work consists of furnishing and installing benches, trash receptacles, and bicycle racks, as 8 detailed in the Plans. 9 10 8-35.2 **Materials** 11 12 Bench: 13 Backed bench with arm rests at ends and center per Landscape Forms: 'NeoCombo' or 14 approved equal. 15 Material: Anodized Aluminum 16 Color: Powdercoated Black 17 Length: 59 inches 18 Depth: 26.5 inches Overall Height: 19 31 inches 20 Surface mount with corrosion resistant anchor bolts Mounting: 21 22 Chair: 23 Backed chair with arm rests per Landscape Forms: 'NeoCombo' or approved equal. 24 Anodized Aluminum Material: 25 Color: Powdercoated Black 26 Length: 24 inches 27 Depth: 26.5 inches 28 Overall Height: 31 inches 29 Surface mount with corrosion resistant anchor bolts Mounting: 30 31 Game Table: Square table with perforated chess pattern. Landscape Forms: 'Park Centre' or approved 32 33 equal. 34 Material: Powdercoated Steel 35 Color: Silver 36 Width: 28 inches 37 Depth: 28 inches 38 Overall Height: 29-1/2 inches 39 Mounting: Surface mount with steel base plate with corrosion resistant anchor bolts 40 41 Lean Rail: 42 Leaning rail. Landscape Forms: 'Jessie' or approved equal. 43 Material: Aluminum 44 Color: Powdercoated black 45 96 inches Length: 46 Depth: 3 inches 47 Overall Height: 42 inches Surface mount with corrosion resistant anchor bolts 48 Mounting: 49 50 **Lighted Seat Block:** 51 Backless cast stone bench. Landscape Forms: 'Socrates lit' or approved equal. 52 Escofet cast stone concrete Material: 53 Length: 24 inches

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Depth:

24 inches

Overall Height: 18 inches

Color: White. Color shall be integral colored concrete with UV and fade resistant

color pigments.

Mounting: Embedded

Lighting: Heavy Duty waterproof RGBW LED strip lighting with built in driver, UL

listed, IP67 rated.

Replace Existing Fence and Gate In-Kind:

Replace existing fence and associated gate(s) in-kind as noted on plans. Fences and gates shall be located entirely on private property. Gates must swing away from the roadway.

8-35.3 Construction Requirements

8-35.3(1) Quality Assurance

Manufacturing standards: Provide each item of equipment as a complete unit produced by a single manufacturer, including fittings, accessories, frames, bases, and anchorage devices.

Construction: Construct each item and ship to the site in minimum number of sections.

Conflicts: Compare manufacturer's shop drawings of all products with the products shown on the Drawings. If conflicts arise between shop drawings and the Drawings, notify Owner's Representative before proceeding with the Work.

Warranty: Warranty furnishings against any defects in material and/or workmanship for a period of three years from the date of install.

8-35.3(2) **Submittals**

Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details.

Product Schedule: For site furnishings. Use same designations indicated on Drawings.

Samples: For each exposed product and for each color and texture specified.

Shop Drawings: Submit manufacturer's shop drawings of all products for approval by Owner's Representative prior to fabrication or supplying. Shop drawing shall include installation and leveling methods for each type of site furnishing, including hardware intended to be utilized.

8-35.3(3) Examination

Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.

Notify the Owner's Representative of any conditions detrimental to the proper and timely completion of the work. Do not proceed with installation until unsatisfactory conditions have been corrected and are acceptable to the installer. Notify Owner's Representative for observation of layout prior to installation.

8-35.3(4) Installation, General Comply with manufacturer's written installation instructions, unless more stringent requirements 5 are indicated. Complete field assembly of site and street furnishings, where required. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed. Obtain approval of layout location from Owner's Representative prior to installing. When installation requires a thickened concrete base beneath furnishings or concrete pavers. install concrete base prior to mounting. Allow concrete pavers to be placed over top of concrete base where indicated. Core drill hole through concrete pavers into concrete base, epoxy support threaded post in place ensuring posts are set plumb and are aligned at correct angle, height and spacing. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings. Where threaded posts are exposed after setting of site furnishing cut tops to 1/8 inch above nut and grind smooth. Deform threads. 23 8-35.3(5) Cleaning After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component. 8-35.4 Measurement Benches shall be measured per each. Street Chairs shall be measured per each. 34 Game Tables shall be measured per each. Lean Rails shall be measured per each. Lighted Seat Blocks shall be measured per each. 8-35.5 **Payment** Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all Work associated with these items: "Bench", per each. "Street Chair", per each. "Game Table", per each. "Lean Rail", per each. "Lighted Seat Block", per each.

END OF SECTION

1 The Standard Specifications are supplemented with the following: 2 3 8-36 **BIKE CORRAL** 4 5

8-36.1 Description

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This work shall consist of installing bike corrals at on-street locations for bicycle parking. Bike corrals shall be installed in accordance with details shown in the Plans and these Specifications. Traffic related delineators and wheel stops are incidental to the Bike Corral bid item.

8-36.2 **Materials**

Bicycle Corral Racks:

Sportworks Tofino No Scratch Bike Racks (5) on mounting rail or approved equal.

Finish: Hot-Dip Galvanized. Finish: Hot-Dip Galvanized.

Mounting: Rail mount. (2) Parallel rails of galvanized 3" x 1.4" x 3/16" thick steel. Fasten rack to rails with 3/8" x 1" bolts and nuts. Each rack shall have a minimum of (2) tamperresistant security nuts, one per each rack foot.

Fasteners:

Asphalt Surface: (2) 4" Titen asphalt anchors or approved equal per mounting rail with tamper-resistant security nuts. Fasteners shall be galvanized.

Concrete Surface: (2) concrete 3.75" wedge anchors per corral with tamperresistant security nuts. Fasteners shall be galvanized.

Wheel Stops:

Dimensions: 6" high and 6' long.

Material: Precast concrete per WSDOT Standard Specification 9-18 Precast Traffic Curb.

Color: Yellow.

Flexible Delineators: per Impact Recovery Systems 3" Tuff Post or approved equal.

Dimensions: 3" OD, 48" tall.

Material: Flexible polypropylene plastic tube with two 3" bands of white retro-reflective sheeting.

Color: White.

Mounting: Surface mount or spring mount per detail on plans and manufacturer.

Thermoplastic Bicyclist Marking:

Material: Type B Thermoplastic per WSDOT Standard Specification 9-34.3(2) and City of Tacoma General Special Provisions 8-22.2.

8-36.3 **Construction Requirements**

Install bike racks and mounting rails in accordance with APBP (Association of Pedestrian and Bicycle Professionals) recommendations for location and spacing.

Install thermoplastic bicyclist marking per WSDOT Standard Specification 8-22.3(3)E and City of Tacoma General Special Provisions 8-22.3(3).

8-36.4 Measurement

Bike Corrals shall be measured per each. Traffic related delineators and wheel stops are incidental to the Bike Corral bid item.

8-36.5 **Payment** 1 2 3 4 5 6 7 8

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Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all Work associated with these items:

"Bike Corral", per each.

1	The Standard Specifications are supplemented with the following:			
2 3	8-37	BIKE REPAIR STATION		
4 5	8-37.1	Description		
6 7 8 9		k shall consist of installing a bike repair station. Bike repair stations shall be installed in ace with details shown in the Plans and these Specifications.		
10 11	8-37.2	Materials		
12 13 14 15 16	Finish: (Mou Fast	rcle repair station: Sportworks Bike Fixation Public Work Stand or approved equal. Drange Thermoplastic. nting: Surface mount. eners: (4) concrete wedge 3.75" anchors per repair station. A minimum of (2) anchors ave tamper-resistant security nuts.		
17 18 19 20 21 22 23 24 25 26	Dime M Fo Finis Mou Fast	Air pump: Dero "Air Kit 3" or approved equal. Dimensions: Main body: 6" tube. Foot: 10" dia. 0.25" steel plate. Finish: Thermoplastic. Mounting: Surface mount. Fasteners: (4) concrete wedge 3.75" anchors per air pump. A minimum of (2) anchors to have tamper-resistant security nuts.		
27 28	8-37.3	Construction Requirements		
29 30	This sect	ion has been deleted.		
31 32	8-37.4	Measurement		
33 34	Bike Repair Station shall be measured per each.			
35	8-37.5	Payment		
36 37 Payment will be made for each of the following Bid items that are included in the propo 38 shall be full compensation for all Work associated with these items:				
39 40 41	"Bike Rep	pair Station", per each.		
42 43		END OF SECTION		

1	The Star	ndard Specifications are supplemented with the following:
2	8-38	BIKE RACK
4 5	8-38.1	Description
6 7 8		k shall consist of installing bike racks as on-street locations for bicycle parking. Bike hall be installed in accordance with details shown in the Plans and these Specifications.
9 10	8-38.2	Materials
11 12 13 14 15 16 17 18 19 20 21 22 23	Finis W S Mou Fast (2) t	rtworks Toifino No Scratch Bike Rack or approved equal.
24 25		ke racks in accordance with APBP (Association of Pedestrian and Bicycle Professionals) endations for optimal positioning and spacing.
26 27 28	8-38.4	Measurement
29 30	"Bike Ra	ck", per each.
31 32	8-38.5	Payment
33 34 35		will be made for each of the following Bid items that are included in the proposal, and full compensation for all Work associated with these items:
36 37	"Bike Ra	ck", per each.
38 39		END OF SECTION

8-40 COMMERCIAL ADA RAMP

8-40.1 Description

This work shall consist of construction ADA ramps to commercial business according to the contract documents. The ADA ramp with includes the concrete, joint filler, wall and hand rails needed to meet ADA standards.

8-40.2 Materials

Materials shall meet the requirements of the following sections:

Portland Cement 9-01

Aggregates 9-03

Premolded Joint Filler 9-04.1

Concrete Curing Materials and Admixtures 9-23

Guard rails shall meet the following specifications:

 A. Guardrails and Handrails shall be the product of a company normally engaged in the manufacture of pipe railing. Railing shall be shop assembled in lengths not to exceed 24 feet for field erection.

B. The handrail shall be made of pipes joined together with component fittings. Samples of all components, bases, toeboard, and pipe must be submitted for approval at the request of the engineer. Components that are pop-riveted or glued at the joints will not be acceptable. All components must be mechanically fastened with stainless steel hardware.

C. Railings shall be 1 1/2" Schedule 40 aluminum pipe alloy 6105-T5, ASTM-B-429 or ASTM-B-221. Post shall be 1 1/2" Schedule 40 aluminum pipe of the same alloy. Post spacing shall be a maximum of 6'-0".

D. Guardrails and Handrails shall be designed to withstand a 200lb concentrated load applied in any direction and at any point on the top rail.

E. Intermediate railings shall be provided such that a 21-inch diameter sphere cannot pass through any opening.

F. The manufacturer shall submit calculations for approval at the request of the Engineer. Testing of base castings or base extrusions by an independent lab or manufacturer's lab (if manufacturer's lab meets the requirements of the Aluminum Association) will be an acceptable substitute for calculations. Calculations will be required for approval of all other design aspects.

G. Posts shall not interrupt the continuation of the top rail at any point along the railing, including corners and end terminations (OSHA 1910.23). The top surface of the top railing shall be smooth and shall not be interrupted by projected fittings.

H. The mid-rail at a corner return shall be able to withstand a 200lb load without loosening. The manufacturer is to determine this dimension for their system and provide physical tests from a laboratory to confirm compliance.

1 I. Concrete anchors shall be stainless steel type 303 or 304 wedge anchors and shall be 2 furnished by the handrail manufacturer. The anchor design shall include the appropriate 3 reduction factors for spacing and edge distances in accordance with the manufacturers 4 published data. 5 6 J. Toe board shall conform to OSHA standards. Toe board shall be a minimum of 4" high and 7 shall be an extrusion that attaches to the posts with clamps which will allow for expansion 8 and contraction between posts. Toeboard shall be set 1/4" above the walking surface. Toe 9 board shall be provided on handrails as required by OSHA and/or as shown on drawings. 10 Toe board shall be shipped in stock lengths for field installation. 11 12 K. A self-closing gate shall guard openings in the railing (OSHA 1910.23). Safety chains shall 13 not be used unless specifically shown on the drawings. 14 15 L. Finish shall be Aluminum Association M10-C22-A41 (215-R1). The pipe shall be plastic-16 wrapped. The plastic wrap is to be removed after erection. 17 18 M. Aluminum surfaces in contact with concrete, grout or dissimilar metals will be protected with a 19 coat of bituminous paint, Mylar isolators or other approved material. 20 8-40.3 **Construction Requirements** 21 22 ADA ramps will be built as specified in the plans and shall also meet ADA standards. The ramp 23 shall be flush to existing surfaces on both ends. 24 25 8-40.4 Measurement 26 27 "Commercial ADA ramp", shall be measured per each. 28 29 **Payment** 8-40.5 30 31 Payment will be made for each of the following Bid items that are included in the proposal, and 32 shall be full compensation for all Work associated with these items: 33 34 "Commercial ADA Ramp", per each. 35 36 Payment will be made for Handrails per Section 8-30. 37

END OF SECTION

Payment will be made for Curb Walls as integral to Commercial ADA Ramp.

38

1 2	The Standard Specifications are supplemented with the following:				
3	8-41	CEMENT CONCRETE COLORED SIDEWALK			
5 6	8-41.1	Description			
7 8	This Section includes requirements for integrally colored concrete.				
9 10	8-41.2	Materials			
11 12		Colored Admixture for Integrally Colored Concrete:			
13 14 15 16		a. Contractor shall submit proposed colors for approval prior to purchasing product. Color by LM Scofield or Davis Colors. Samples shall include the following colors, additional colors may be requested.			
17 18 19 20		LM Scofield: i. Dark Gray ii. Charcoal iii. French Gray			
21 22 23 24 25		<u>Davis Colors:</u> i. Graphite ii. Dark Grey			
26 27 28 29 30 31 32 33 34 35 36 37		 b. Admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are lime proof and UV resistant. c. Colored admixture shall conform to the requirements of ACI 303.1, ASTM C979, ASTMC494, and AASHTO M194. d. Admixture shall be non-fading finely ground synthetic mineral-oxide coloring pigment and water reducing wetting agent. e. Curing and Sealing Compound for Integrally Colored Concrete: Comply with ASTM C309 and ASTM 3315 for use with integrally colored concrete. Use to cure exterior flatwork that will be allowed to weather naturally with no or only occasional maintenance. i. Clear, solvent-borne, non-yellowing and VOC-compliant. 			
38 39 40 41 42 43 44 45 46 47 48 49		 2. Concrete Sandblasting: Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surface to match the Engineer's control samples as follows: c. Light Sand Blast Finish at Colored Concrete Sidewalk: Expose fine aggregate with no exposure of coarse aggregate; maximum 1/16-inch reveal. d. Medium Sand Blast Finish at Sandblasted Band and Sandblasted Text: Generally expose fine aggregate with occasional coarse aggregate; 1/8-inch to 3/16-inch reveal. 			
50 51 52 53		 e. Provide the specified sandblast finishes in Mock-up for final selection of finish. Refer to section 8-31 for sandblasting mock-up requirements. f. Additional Sandblast mock-ups may be required to determine final finishes. 			

1 2 3 4 5 6 7 8		3.	Substitutions: The use of products other than those specified will be considered providing that the Contractor requests its use in writing within 14 days prior to bid date. This request shall be accompanied by the following: i. Certificate of compliance from material manufacturer stating that proposed products meet or exceed requirements of this Section. ii. Documented proof that proposed materials have a 10 year proven record of performance confirmed by at least 5 local projects that design professional can examine.
10 11 12 13 14 15 16 17		4.	 a. Product Data: For each type of manufactured material and product indicated. i. Joint Filler Material: Submit one 12-inch length. ii. Elastomeric Joint Sealant: Submit actual sample in 12-inch length. iii. Manufacturer's 12 inch by 12 inch samples of integral colors indicated at full strength, half strength, and quarter strength.
19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 44 45 46 46 47 48 48 48 49 49 49 49 49 49 49 49 49 49 49 49 49		5.	 Mockups: Cast mockups of sections approximately 96 by 96 inches of colored concrete sidewalk to demonstrate standard of workmanship, typical pattern, texture, surface finishes, specified color, joints, curing and sealing applications. a. Build mockups in the location and of the size indicated on the Drawings or, if not indicated, as directed by the Engineer. b. Notify Engineer 7 days in advance of dates and times when mockups will be constructed. c. Provide examples of each type of jointing identified on the drawings. Jointing layout and intersections should be identical to the angles indicated on the plans. d. Obtain approval of mockups from Engineer before starting construction. The construction of multiple mockups shall be performed as directed by the Engineer, until approval is granted. All costs associated with the construction of mockups shall be the sole responsibility of the Contractor. e. Upon approval of Colored Concrete Sidewalk mock-up begin sample panel work for Sidewalk Sandblasting. Contractor may elect to combine Colored Concrete Sidewalk and Sidewalk Sandblasting mock-ups. f. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement. g. In presence of the Engineer, damage part of the exposed surface of colored concrete sidewalk for each finish, color, and texture required, and demonstrate materials and techniques proposed for repair to match adjacent undamaged surfaces. Demolish and remove repaired portion of the mockup as directed by the Engineer. h. Demolish and remove approved mockups from the site when directed by Engineer. i. Upon approval of Colored Concrete Sidewalk mock-up begin sample panel work for Sidewalk Sandblasting. Contractor may elect to combine Colored Concrete Sidewalk and Sidewalk Sandblasting mock-ups.
50 51 52 53	8-41.3		onstruction Requirements The Contractor shall provide a concrete mix design for each design of concrete specified in the Contract. The Contractor shall utilize ACI 211.1 as a guide to

1 2 3 4		determine proportions. Concrete strength, placement, and workability shall be the responsibility of the Contractor. Following approval of the Contractor's proposal, all other requirements of Section 5-05 and 5-06 shall apply.
5 6 7 8		 a. Minimum Cement Content: Six sacks per cubic yard of concrete. b. Slump of concrete shall be consistent throughout project at 4 inches or less. At no time shall slump exceed 5 inches. If super plasticizers or mid-range water reducers are allowed, slump shall not exceed 8 inches.
9 10 11 12 13 14 15 16 17 18 19 20 21 22 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 37 38 37 37 37 37 37 37 37 37 37 37 37 37 37		 Air content: For integral colored concrete: 6% ±1%. Do not add calcium chloride to mix as it causes mottling and surface discoloration. Supplemental admixtures shall not be used unless approved by manufacturer. Do not add water to the mix in the field. Add colored admixture to the mix according to manufacturer's written instructions in premeasured bags or liquid dosages, not by weight or cement content.
	8-41.4	 Quality Assurance Manufacturer Qualifications: Manufacturer with 10 years' experience in manufacture of specified products. Installer Qualifications: An installer with 5 years' experience with work of similar scope and quality. Comply with the requirements of ACI 301. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project. Notification of manufacturer's authorized representative shall be given at least 1 week before start of Work.
	8-41.5	 Delivery, Storage and Handling Deliver products in original factory unopened, undamaged packaging bearing identification of product, manufacturer, batch number, and expiration data, as applicable. Store the product in a location protected from damage, construction activity, and precipitation in strict accordance with the manufacturer's recommendations.
	8-41.6	 Field Conditions Schedule placements to minimize exposure to wind and hot sun before curing materials are applied. Do not place concrete if rain, snow, or if frost is forecast within 24 hours. Protect fresh concrete from moisture and freezing. Comply with professional practices described in ACI 305R and ACI 306R. Schedule delivery of integral colored concrete to provide consistent mix times for batching until discharge. Mix times shall meet manufacturer's written recommendations.
	8-41.7	 Pre-Job Conference 1. One week prior to placement of concrete, a meeting between Contractor, Engineer and Manufacturer's Representative shall be held to discuss the Project and application methods.
48 49 50 51 52	8-41.8	Acceptable Manufacturer for Integral Concrete Color 1. L.M. Scofield Company, (800)800-9900 2. Davis Colors, (844)341-4780

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	8-41.9	 Installation, General Examine subgrade and sub-base for compliance. Notify Engineer if conditions are noncompliant in middle (top to bottom) of concrete paving. Move concrete into place with square-tipped shovels or concrete rakes. Vibrators, when used, shall be inserted and withdrawn vertically. Concrete shall be struck to specified level with wood or magnesium straight edge or mechanical vibrating screed. Concrete surface shall be further leveled and consolidated with highway magnesium straight edge and/or magnesium bull float. Mechanically float concrete surfaces as soon as concrete surface has taken its initial set and will support weight of a power float machine equipped with float shoes or combination blades and operator.
	8-41.10	 Integral Colored Concrete Paving Applications Apply color release agent in accordance with manufacturer's recommendations. Minor variations in appearance of colored concrete, which are similar to natural variations in color and appearance of uncolored concrete, are acceptable.
	8-41.11	Curing and Sealing 1. Protect concrete from prematurely drying and from excessive cold or hot temperatures that would alter normal curing process. 2. Integral Colored Concrete Paving: a. Apply clear curing and sealing compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques.
27 28 29		 Apply curing and sealing compound at consistent time for each pour to maintain close color consistency.
29 30 31 32 33 34 35 36 37 38	8-41.12	 Protection of Finished Work Prohibit foot or vehicular traffic on paving surface for the time specified by manufacturer, or until paving is properly protected from damage. Barricade area to protect paving. Protect paving surface from damage until final inspection and acceptance by Engineer. Repair damaged colored concrete in accordance with manufacturer's instructions.
	8-41.13 Ce	Measurement ment colored concrete shall be measured by the square feet of finished surface.
40 41 42	8-41.14 Pa	Payment yment will be made for the following Bid items when included in the Proposal:
43 44		"Cement Colored Concrete", per square feet.
45 46 47 48		Contract prices above shall be full pay for all Work to complete the installation, including disposal of all waste material
49		END OF SECTION

1	The Stand	The Standard Specifications are supplemented with the following:			
2 3 4 5 6	8-43	PEDESTRIAN PUSH BUTTON ASSEMBLY			
	8-43.1	Description			
7 8 9 10	the installa	shall consist of installing pedestrian push button and its assembly. This work includes ation of the foundation, breakaway base, pushbutton and wiring connection. The push button assembly shall be installed in accordance with details shown in the Plans Specifications.			
12 13	8-43.2	Construction Requirements			
14 15 16		strian Push Button Assembly shall meet WSDOT specifications 9-29.15, WSDOT Plan J-20.15-03 and City of Tacoma Standard Plan TS-03.			
17 18	8-43.3	Measurement			
19 20	"Pedestria	n Push Button Assembly", per each.			
21 22	8-43.4	Payment			
23 24 25	Payment will be made for each of the following Bid items that are included in the proposal, and shall be full compensation for all Work associated with these items:				
26 27	"Pedestria	n Push Button Assembly", per each.			
28 29 30		END OF SECTION			

2 3 8-44 RECTANGULAR RAPID FLASHING BEACON 4 5 8-44.1 **Description** 6 7 This work shall consist of installing a rectangular rapid flashing beacon (RRFB) and its assembly. 8 This work includes the installation of the foundation, pole, signs and rectangular rapid flashing 9 beacon 10 11 The RRFB and assembly shall be installed in accordance with details shown in the Plans and 12 these Specifications. 13 14 8-44.2 **Materials** 15 The rapid flashing beacons shall be use LED lights and be placed side by side. A predetermined 16 light pattern shall be immediately initiated each and every time a pedestrian pushes an 17 associated pushbutton detector. This pattern shall be: 18 The left beacon shall be illuminated for 0.05 seconds. 19 Both beacons shall be dark for 0.05 seconds. 20 • The right beacon shall be illuminated for 0.05 seconds. 21 Both beacons shall be dark for 0.05 seconds. 22 • The left beacon shall be illuminated for 0.05 seconds. 23 Both beacons shall be dark for 0.05 seconds. 24 The right beacon shall be illuminated for 0.05 seconds. 25 Both beacons shall be dark for 0.05 seconds. 26 Both beacons shall be illuminated for 0.05 seconds. 27 Both beacons shall be dark for 0.05 seconds. 28 Both beacons shall be illuminated for 0.05 seconds. 29 Both beacons shall be dark for 0.25 seconds. The flash rate of each individual RRFB indication, as applied over the full flashing sequence. 30 shall be between 5 and 30 flashes per second. The light intensity of the yellow indications during 31 32 daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous 33 intensity in the Society of Automotive Engineers Standard J595. 34 35 The pole that the RRFB is mounted on a tapered steel shaft and meet the specifications of 36 WSDOT standard plan J-21.16-01 37 38 8-44.3 **Construction Requirements** 39 The Rectangular Rapid Flashing beacon shall meet WSDOT specifications and WSDOT 40 standard Plans G-30.10, J-21.10, J-21.16, J-21.17, Detail C and the contract plans and details. 41 42 8-44.4 Measurement 43 44 "Rectangular Rapid Flashing Beacon", per each. 45 46 8-44.5 **Payment** 47 48 Payment will be made for each of the following Bid items that are included in the proposal, and 49 shall be full compensation for all Work associated with these items:

The Standard Specifications are supplemented with the following:

END OF SECTION

"Rectangular Rapid Flashing Beacon", per each.

1

50 51

52 53

1	(*****)				
2 3 4	8-45.1	Description			
5 6 7	This work shall consist of installing (11) eleven informational plaques, in locations as field veresby Engineer. The informational plaques shall be provided by others.				
8 9	8-45.2	Materials			
10 11 12 13	for exterio	d Latex Portland Cement Mortar, and shall conform to ASTM C 150 and ANSI 118.4, r application. Mortar shall be combined with a latex admix, specifically for use with thins, cement grouts, and cement mortar beds.			
14 15 16	Performar the followi	nce properties of the Latex Portland Cement Mortar and latex admix shall comply with ng:			
17 18 19 20	Compress	sorption: ANSI A118.6–4.4< 5% sive Strength: ANSI A118.4–6.14000–5000 psi (33.8–34.5 MPa) ice Rating: ASTM C–627 Extra Heavy			
21 22	Grout sha	Il be a tri-poly fortified sanded grout, combined with a latex or acrylic admixture.			
23 24	Grout sha	ll conform to ANSI A118.7-1999. Color shall be gray color.			
25 26	8-45.3	Construction Requirements			
27	Informatio	nal plaques shall be installed in locations as approved by the Engineer.			
28 29	Contractor	r shall submit epoxy grout color sample for approval by Engineer prior to fabrication.			
30 31 32 33		r shall ensure all information plaques and surrounding work surface area to be wiped ny epoxy grout work.			
34 35	8-45.4	Measurement			
36 37	Unit of me	easurement for "Informational Plaque" is per each.			
38 39	8-45.5	Payment			
40 41	Payment s	shall be made for the following bid items:			
42 43	"Information	onal Plaque", per each.			
44 45 46 47 48	The unit price for the above, including all incidental work shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. This includes all labor, materials, tools, and equipment necessary or incidental to "Informational Plaque" as shown on the Plans.				
49		END OF SECTION			

8-46 TEMPORARY OUTDOOR MATS AND BYPASS RAMPS FOR PEDESTRIANS (******)

8-46.1 Description

To provide a temporary pedestrian access parallel to the existing roadway sidewalk , the contractor shall lay down mats to cover unfinished surfaces near pedestrian access points. Requests for additional mats may be made at any time. The ideal matting shall resemble artificial turf rugs. The mats will provide a means to prevent tracking dirt into buildings and will provide some comfort for local visitors, workers and residents. This temporary outdoor mat shall run the length of the block, connecting existing intersection curb ramps on each side, within the existing parking lane or within the existing sidewalk area. Temporary outdoor mats shall also run from residential and/or business access points at the limits of construction to the temporary pedestrian bypass ramps discussed below.

To provide a temporary pedestrian building access to existing businesses, the contractor shall provide temporary bypass ramps to allow for ADA access from the above mentioned temporary outdoor mats at the residential and/or business access points to the above mentioned lateral temporary outdoor mat that runs the lengths of the block within the existing parking lane. Contractor must contact and coordinate impact to transit agencies prior to implementing any closures. ADA accommodations must be addressed and considered for all work operations. These temporary pedestrian bypass ramps shall have a minimum 5'x5' level landing and a 6' long minimum ramp portion with a maximum cross slope of 2% and a maximum running slope of 12:1.

8-46.2 Materials

Any type of artificial turf or bristled foot mats will be considered.

Any type of temporary pedestrian bypass ramp will be considered. Temporary pedestrian bypass ramps shall have a 600 pound load capacity (minimum). Bypass ramp must allow for storm drainage in existing gutter line.

8-46.3 Construction

The Contractor shall provide Outdoor Mats at all existing entry ways for pedestrians, and as directed by the Engineer. All pedestrian access paths shall be maintained per Specification Sections 1-07.23, and 1-10. The mats shall not hide undulations, rocks, or debris that may pose a tripping hazard; the underlying surface shall be relatively firm and smooth. Where applicable the matted access shall be ADA compliant per these specifications and the PROWAG regulations, and as directed by the Engineer.

The Contractor shall submit the proposed material type for "Temporary Outdoor Mats for Pedestrians" to the Engineer for approval prior to installation. A physical test sample shall also be provided. Upon approval, the Contractor shall provide the Temporary Outdoor Mats for Pedestrians as specified.

The Contractor shall provide Bypass Ramps at all locations where proposed Outdoor Mats cross the existing curb to allow for ADA access from the top to the bottom of the existing curb. The Bypass Ramp shall be ADA compliant per these specifications and the PROWAG regulations, and as directed by the Engineer.

The Contractor shall submit the proposed material type for "Temporary Outdoor Mats for Pedestrians" to the Engineer for approval prior to installation.

The Contractor shall maintain the mats and ramps and replace/replace these as directed for the duration of the construction, until the sidewalk and entry ways are finished at each respective location. Relocation of these mats and ramps is incidental to Maintain Required Access in section 8-48. 8-46.4 Measurement A neat line square foot measurement shall apply to the bid item "Temporary Outdoor Mats for Pedestrians", per square foot. "Temporary Bypass Ramps", per each. 8-46.5 **Payment** The bid item "Temporary Outdoor Mats for Pedestrians" will be paid per square foot.

The bid item "Temporary Bypass Ramps", per each will be paid per square foot.

Payment for "Temporary Bypass Ramps" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the installation of Temporary Bypass Ramps per ADA and PROWAG requirements.

1 8-47 **ACCESSIBILITY WORK PLAN** 2 3 8-47.1 **Description** 4 5 This work consists of preparing a site specific accessibility work plan to describe how property 6 owner/tenant access shall be maintained at all time during construction and off hours if 7 necessary. 8 9 8-47.2 **Vacant** 10 11 8-47.3 **Construction Requirements** 12 13 The Contractor shall prepare an Accessibility Work Plan to detail for each site the means and 14 methods to be used in keeping the access open to each individual property. The Accessibility 15 Work Plan shall also describe the signing and safety precautions taken to guide residents, 16 employees, and customers through the work zone both into and out of the business and/or 17 residence and around the project site. The plan shall comply with the requirements for ADA 18 access in the American Disability Act Accessibility Guidelines (ADAG) and the City of Tacoma's 19 Traffic Control Handbook. Signing shall comply with the Manual on Uniform Traffic Control 20 Devices. 21 22 The Accessibility Work Plan shall include the Contractor's emergency contact person and phone 23 number. The Accessibility Work Plan shall be submitted for review by the Engineer two weeks 24 prior to beginning work on an individual property. Work shall not commence at the individual 25 property work site until the Accessibility Work Plan for that location has been approved by the 26 Project Engineer. 27 28 8-47.4 Measurement 29 30 There is no measurement for this lump sum item. 31 32 8-47.5 **Payment** 33 34 Payment will be made in accordance with section 1-04.1, for each of the following bid items that 35 are included in the Proposal. 36 37 "Accessibility Work Plan ", lump sum.

The unit contract price for "Accessibility Work Plan _____", per lump sum, shall be full pay to prepare and submit the plan as specified.

END OF SECTION

38 39

40 41

1	8-48	MAINTAIN REQUIRED ACCESS			
1 2	0-40	MAINTAIN REQUIRED ACCESS			
3 4	8-48.1	Description			
5 6 7		consists of furnishing, constructing, maintaining, and removing the temporary access d in the Accessibility Work Plans.			
8 9	8-48.2	Vacant			
10 11	8-48.3	Construction Requirements			
12 13 14	The Contractor shall construct the access as detailed in the Accessibility Work Plan for the individual property work site.				
15 16 17		actor shall maintain property owner/tenant access at all times during the work as in the Accessibility Work Plan for the individual property work site.			
18 19 20	Upon completion of the work at the individual property work site, the Contractor shall remove the temporary work access completely, allowing for permanent access to the individual property site				
21 22	8-48.4	Measurement			
23 24	There is n	o measurement for this lump sum item.			
25 26	8-48.5	Payment			
27 28 29	Payment will be made in accordance with section 1-04.1, for each of the following bid items that are included in the Proposal.				
30 31 32 33 34	The unit co	Required Access			
35 36 37		END OF SECTION			

8-34 PROTECTION OF PRIVATE PROPERTY

Add this new Section:

8-34.1 Description

The contractor shall protect private property during demolition and construction. Private property includes and is not limited to building facades, windows, pavements, fences, trees, planting pots, light fixtures, and any other special features with private ownership. Section 1-07.16 shall also apply. Means and methods may vary depending on the specific private property to be protected, and these and the duration will also depend on the nature of the construction work. Therefore, this Work will be paid for per Force Account.

8-34.2 Materials

- Materials used may vary and are dependent on the approval of the Engineer. Some materials that are anticipated are as follows:
- Plywood boards
- Plastic sheets
- 19 Plexiglas
 - Canvass fabric drop cloth

8-34.3 Construction

A specific protection activity anticipated is shielding the lower building face with plywood during sidewalk demolition and during the pouring of new concrete. Other protection activities relate to controlling construction dust and may involve utilizing additional water trucks.

When dust and small flying particles can coat or damage windows, the contractor shall coordinate with the Engineer and property owner(s) to protect the windows with a protective covering.

 In any case the Contractor shall conduct the protection of private property as directed and approved by the Engineer, including the above examples. The contractor shall attend meetings with property owner groups or individual property owners as directed by the Engineer. Adequate communication with property owners regarding this Work is essential to obtain property owner concurrence and minimize impacts for business owners.

Otherwise, Section 1-07.16, "Protection and Restoration of Property", shall apply.

8-34.4 Measurement

No specific unit of measurement shall apply to "Protection of Private Property".

8-34.5 Payment

 All Costs for "Protection of Private Property", unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the unit Bid prices of the Contract.

END OF SECTION

DIVISION 9: MATERIALS

9-03 AGGREGATES

9-03.1 Aggregates for Portland Cement Concrete 6

7 9-03.1(1) General Requirements8 (June 16, 2016 Tacoma GSP)

(June 16, 2016 Tacoma GSP)
The seventh paragraph is deleted.

9-03.6 Vacant

(Jun 16, 2016 Tacoma GSP)

This section, including the title, is revised to read:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

Aggregates for asphalt treated base 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.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate)
93@
100 gyrations
AASHTO T324, WSDOT TM T718, or ASTM D3625
Pass

AASHTO T324, WSDOT TM T718, or ASTM D3625 (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:

9-03.8(8) Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt(PHMA/PWMA)

9-03.8(8) A 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.

9-03.8(8)B Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing
¾" square	100
½" square	90 - 100
3/8" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S No. 40	0 - 13
U.S. No. 200	0 - 5

* 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

9-03.12(3) Gravel Backfill for Pipe Zone Bedding

The grading requirements included in this section are revised to read:

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

9-03.21 Recycled Material

9-03.21(1) General Requirements

42 (June 16, 2016 Tacoma GSP)

This section is supplemented with the following:

Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra excavation 1 2 3 4 5 6 area backfill material.

END OF SECTION

1	9-0		PAINTS AND RELATED	MATERIALS				
2 3	(IVI	arch 2	3, 2010 Tacoma GSP)					
4 5	Section 9-08 is supplemented with the following:							
6 7	9-08.20 Painting Surfaces Systems							
8 9	The surfaces shall be painted in accordance with the type materials and exposures as identified in this section. The contractor shall provide the Engineer with a paint mil.							
10 11	9-0	8.20(1) Steel					
12 13	Δ	Evno	sed/outside exposure (non-	-dalvanized)				
14	Λ.		Primer Coat	Section 9-08.1(2)C	(2.5-mils)			
15			Intermediate Coat	Section 9-08.1(2)G	(3.5-mils)			
16			Top Coat:	Section 9-08.1(2)H	(1.0-mils)			
17			, -	,	,			
18	B.	Expo	sed/Interior exposure (non-	galvanized)				
19		· 1.	Primer Coat:	Section 9-08.1(2)C	(2.5-mils)			
20		2.	Intermediate Coat:	Section 9-08.1(2)G	(3.5-mils)			
21		3.	Top Coat:	Section 9-08.1(2)H	(1.0-mils)			
22								
23	C.		posed/interior & exterior (n					
24		1.	Primer Coat:	Section 9-08.1(2)C	(2.5-mils)			
25								
26	D.	•	sed/interior & outside expo	,	/a =			
27			Primer Coat:	Section 9-08.1(2)E	(2.5-mils)			
28		2.	Top Coat:	Section 9-08.1(2)H	(1.0-mils)			
29	_	_	0 (10 1 1	0 6 1 111 12 12 1				
30	E.			Coating shall be applied wher				
31				ougn tne submittal process. Α	Il other surfaces to be coated			
32		per S	ection 6-07.3.					
33 34	F.	Paint	ng shall be applied in acco	rdance with Section 6-07.3.				
35 36	9-0	8.20(2	2) Concrete					
37		`	•					
38		A. E	xposed/outside exposure					
39		1.	1 _{st} Cost:	Section 9-08.3	(3.0-mils)			
40								
41			xposed/Interior exposure					
42			1st Cost: Section	9-08.1(3)	(2.0-mils)			
43		2.	2nd Cost: Section	9-08.1(3)	(1.0-mils)			
44								
45		C. S	urface to be painted where	indicated on contract plans				
46								
47		D. C	olors to be selected by the	Project Engineer				
48								
49	9-0	9-08.20(3) Wood						
50	A !!							
51	All	All surfaces to be coated where and in accordance with contract documents as indicated.						
52 53								
53 54				END OF SECTION				
04				END OF SECTION				

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Topsoil

9-14.1(1) Soil Mix 1

Soil Mix 1 shall meet the following requirements:

• Provide "4-way mix" Topsoil from Tagro, or approved alternate.

Section 9-14.1(1) is deleted in its entirety and replaced with the following:

 ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
 The Contractor shall import manufactured topsoil from effeits sources. The Contractor

• The Contractor shall import manufactured topsoil from offsite sources. The Contractor shall obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep. Topsoil obtained from agricultural land, bogs, or marshes will not be accepted.

The Contractor shall furnish the soil analysis by a qualified soil-testing laboratory stating
percentages of organic matter; gradation of sand, silt, and clay content; cation exchange
capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient
content of topsoil to the Project Engineer for approval.

 The Contractor shall submit a certified report by the soil testing agency that the topsoil is suitable for plant growth and that perennial weed seeds and/or weed rhizomes are not present. Provide recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil to the Project Engineer for approval.

9-14.4 Mulch and Amendments

 Section 9-14.4(3) is deleted in its entirety and replaced with the following:

9-14.4(3) Bark or Wood Chips (Mulch, as specified in the Plans)

 Arborist wood chips shall be used as mulch. Mulch shall be derived from hardwood species and shall include woodchips, bark, wood, and leave detritus. It shall be ground so that a minimum of 95 percent of the material will pass through a 2-inch sieve and no more than 25 percent, by loose volume, will pass through a No. 4 sieve. The mulch shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust or wood shavings shall not be used as mulch.

Add the following new section:

9-14.9 Root Barrier

Root barrier shall be 18-inch NDS Root Barrier Panel, RP 1850, flexible panel with integrated interlocking joints, or approved equal. Available from Frank J Martin Co. 1-29 800-654-1786.

Add the following new section: (******)

9-14.10 Tree Watering Bag System Tree Watering Bag System shall be the system for trees, or approved equal. Is represented the system of the system for trees of the system for trees.

Tree Watering Bag System shall be the 20-gallon Treegator Original slow release watering system for trees, or approved equal. Install per manufacturer's recommendations.

9-15 IRRIGATION SYSTEM

9-15.3 Automatic Controllers

This Section shall be replaced in its entirety with the following:

Contractor shall provide Rain Bird Corporation TBOS-II Waterproof Battery Controller inside individual remote control valve boxes at the locations shown on the drawings. The automatic controller clock shall be a battery operated timed device for automatically opening and closing control valves for predetermined periods of time and mounted so that all normal adjustments will be conveniently located for use by the operator per the manufacturer's written instruction. Where valves are clustered, a multi-station controller can be used to provide operation of adjacent valves. Rain Bird Corporation TBOS-II Potted Latching Solenoids shall be installed on all control

valves. A Rain Bird Corporation TBOS-II Field Transmitter shall be provided with each controller.

Operating Specifications:

- 1. Operating temperature: 0° to 60° C, using one 9V alkaline battery.
- 2. Operate one latching solenoid per station.
- 3. Controller shall be compatible with competitive valve models/latching solenoids.
- 4. Controller shall provide three independent programs and eight start times per program. Programming will include:
 - Basic programming includes three independent programs with flexible days cycles, including custom even, odd, odd-31, and 1-6 day program cycles for maximum flexibility.
 - Eight (8) start times per program per day.
 - Independent station operation allows simultaneous start times or sequential start times based on system hydraulic capacity.
- 5. Station run times shall be operable from 1 minute to 12 hours in 1-minute increments.
- 6. Controller shall have seasonal adjustments by month.

1	9-28 SIGNING MATERIALS AND FABRICATION				
2	(April 1, 2012 Tacoma GSP)				
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4	9-28.1 General				
5	The second sentence of the first paragraph is hereby revised to read:				
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7	Permanent signs which measure 36 inches or less on a side and are mounted to be on a single				
8	post shall be constructed of single 0.080-inch aluminum panels.				
9					
10	The third sentence of the first paragraph is hereby revised to read:				
11					
12	Sign overlay panels shall be .050-inch aluminum.				
13					
14	9-28.9 Fiberglass Reinforced Plastic Signs				
15	This section is deleted in its entirety.				
16					
17					
18	END OF SECTION				

1 9-29 ILLUMINATION, SIGNALS, ELECTRICAL 2 (March 31, 2016 Tacoma GSP) 3 4 9-29.1 **Conduit, Innerduct, and Outerduct** 5 6 9-29.1(6) Detectable Underground Warning Tape 7 This section is supplemented with the following: 8 9 For electrical circuits detectable underground warning tape shall be high visibility red, with 10 continuous legend of "Caution Electric Line Buried Below" or equal. The warning tape shall be 11 polyethylene with a metallic backing. The polyethylene shall be a minimum 3 inches wide, 4 mils 12 thick. 13 14 9-29.2 Junction Boxes, Cable Vaults and Pull Boxes 15 This section is supplemented with the following: 16 17 Unless otherwise specified, all junction boxes containing illumination and signal control cable 18 shall be Type 1, Standard Duty, with alternate 2 locking lid per WSDOT Standard Plan J-40.10-19 20 21 Unless otherwise specified, all junction boxes containing interconnect cabling shall be Type 2, 22 Standard Duty, with alternate 2 locking lid per WSDOT Standard Plan J-40.10-02. 23 24 9-29.2(4) Cover Markings 25 The second paragraph of this section is revised to read: 26 27 Covers shall be marked or embossed with "LT" for boxes containing illumination circuits. 28 29 Covers shall be marked or embossed with "TS" for boxes containing traffic signal circuits. 30 31 9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable This section is supplemented with the following: 32 33 34 Where not otherwise specified, all wiring shall meet standard of the industry for the application 35 employed. Wiring shall be consistent with manufacturers' recommendations and meet all 36 applicable codes. 37 38 9-29.3(2) Electrical Conductors and Cable 39 40 9-29.3(2) A Single Conductor 41

9-29.3(2)A1

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This section is supplementing with the following:

Single Conductor Current Carrying

Service connections shall be stranded copper size AWG #6 USE unless otherwise shown in the plans. Black conductor insulation shall be used for the service and the neutral conductor shall be white. Color tape marking shall not be acceptable for the neutral conductor.

9-29.3(2)A2 Grounding Electrode Conductor

This section is supplemented with the following:

Grounding electrode conductor shall be minimum #8 AWG, unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground.

9-29.3(2)A3 Equipment Grounding and Bonding Conductors

This section is supplemented with the following:

Equipment grounding shall be minimum #8 AWG unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground.

9-29.3(2)B Multi-Conductor Cable

This section is supplemented with the following:

Two-conductor through 10-conductor unshielded signal control cable, shall have stranded copper conductors, size AWG 14, and shall conform to International Municipal Signal Association (IMSA) signal cable 20-1.

9-29.4 Messenger Cable, Fittings

This section is supplemented with the following:

Messenger cable shall be 5/16-inch, seven-wire strand messenger cables conforming to ASTM A 475, extra-high strength grade, 11,200 lbs. min. breaking strength, Class B galvanized.

All guy eye anchor rods shall be double-hub type.

Weatherheads shall be clamp-on type PVC. Where used for signal or flashing beacon conductors, the center of the wire entrance shall be cut or machined out to a large diameter to accommodate entry of multi-conductors. All edges shall be smoothed to avoid chaffing.

All miscellaneous nuts, bolts, washers, and fittings shall be stainless steel or brass unless otherwise noted.

All metal line hardware shall be hot-dipped galvanized in conformance with the requirements of ASTM Designation A-153. All eyebolts shall be thimble eye design cast or welded to form a solid eye.

5-strand, class B galvanized steel, pretwisted guy strand dead ends, high strength cable conforming to ASTM Designation A-475, shall be utilized at all span wire terminations. 1/2" rope wire thimbles shall be required where span wire connects to all poles or bull rings, except where thimble eye bolts are used. Span wire shall normally be installed directly pole to pole, unless otherwise directed or specified.

Strain insulators shall be installed where connecting to wood poles. Where span wire is connected to a steel or concrete pole, insulators shall not be installed. Strain insulators shall be wet process, porcelain, conforming to EEI-NEMA Class 54-2 standards for 12,000-pound ultimate strength and shall be installed 9 feet from the pole.

9-29.6 Light and Signal Standards

This section is supplemented with the following:

All light and signal standards shall be fixed base.

The head of the handhold security bolt shall be flush with the face of plate. The face plate of the handhole shall be flush with pole.

9-29.6(3) Timber Light Standards, Timber Strain Poles, Timber Service Supports

This section is supplemented with the following:

All timber poles shall be Class II unless otherwise specified.

Mast arms for wood poles shall be "tapered elliptical" or "tapered truss" style, of a size sufficient to be used with a luminaire weight of 48 pounds with an EPA of 1.1 square feet. Arms shall have 2-3/8 inches O.D. x 8-inch long slip fitter for mounting luminaire.

9-29.6 Light and Signal Standards

 Section 9-29.6 is supplemented with the following:

9-29.6(6) City of Tacoma Universal Pole

Unless otherwise specified, light standards and strain poles shall be in conformance with the following City of Tacoma standard design.

Strength

Each pole and mast arm shall have adequate strength for the designated luminaire with a 1.8 safety factor for maximum combined stresses using 90 mph isotach (117 mph gusts) per AASHTO specifications for structure supports for highway luminaires. Design shall be based on total loading of 50 pounds and EPA of 2.0 square feet.

Standard Bolt Spacing

30-Foot Poles -- Baseplate shall accommodate 1-inch anchor bolts. The bolt circle shall be between 11 and 13 inches.

40-Foot Poles -- Baseplate shall accommodate 1-inch anchor bolts. The bolt circle shall be between 12.5 and 14.5 inches.

9-29.6(6) A Steel Strain Poles

Each pole shall be of tapered round or octagonal construction.

CLASS 1 POLE: Design for dead load tensions up to 1500 pounds CLASS 2 POLE: Design for dead load tensions up to 2600 pounds

Class 1 poles shall have a minimum base diameter of 12-inches for octagonal poles and 12-1/4-inches for round poles. Poles shall have a minimum wall thickness of 0.3125-inches. Anchor bolts shall be 1-1/2-inch by 60-inches and shall have a spacing of 11-5/16-inches on center, on the square. It is the responsibility of the pole manufacturer to maintain proper clearance between the pole shaft and nuts for the anchor bolts.

Class 2 poles shall have a minimum base diameter of 13-1/2-inches for octagonal poles and 14-inches for round poles. Poles shall have a minimum wall thickness of 0.375-inches. Anchor bolts shall be 2-inch by 66-inches and shall have a spacing of 12-3/4-inches on center, on the square. It is the responsibility of the pole manufacturer to maintain proper clearance between the pole shaft and nuts for the anchor bolts

Poles shall be of single-ply construction. Multiple-ply poles shall not be allowed.

Each pole shall be of tapered round or octagonal construction. Pole taper shall be in the range of 0.13 to 0.14 in/ft.

A base plate and top casting shall be securely attached to each pole. The attachment of the base plate to the pole shall be a welded connection sufficient to develop the full strength of the pole. The base plate shall have four (4) holes which will sufficiently accommodate the specified anchor bolts for the pole class.

Pole shall be of sufficient strength to allow for the span wire to be installed to sag an amount equal to 5% of the span length.

The maximum acceptable deflection, at 30 feet above the base, is 5 inches. The specified deflection shall be at a loading condition of 1,500 pounds horizontal pull at 30 feet above the base for Class 1 Poles. For Class 2 Poles, the loading condition shall be 2,600 pounds horizontal pull at 30 feet above the base.

Structural material shall be zinc-coated by a "hot-dip" process in accordance with ASTM A123 and the final coating shall measure 0.0039 inch or more in thickness as determined by a magnetic thickness gauge. All tapped holes shall be chased after galvanizing. Hardware shall be coated in accordance with ASTM A307.

The finished pole shall be reasonably straight and free from injurious defects. If galvanizing is damaged, the maximum area to be repaired is defined in accordance with ASTM A123 Section 4.6. The maximum area to be repaired in the field shall be determined in advance by the Engineer. Repair areas damaged during construction, handling, transport, or installation by one of the approved methods in accordance with ASTM A780 whenever damage exceeds 3/16 inches in width. Minimum thickness for repair shall measure 0.0039 inches.

The company shall furnish the purchaser with template prints showing spacing and size of holes in base for the anchor rods.

The material shall carry the manufacturer's standard guarantee against any defect in material or workmanship for a minimum period of one year following the date of installation. The Contractor shall submit mil test reports for all steel used in the manufacturing of strain poles and pedestals.

The Contractor shall submit a Certificate of Compliance with ASTM Standards and Specifications for galvanizing. The certificate, signed by the galvanizer, shall detail galvanizing process and testing procedure to determine that galvanizing meets minimum thickness specified.

The contractor shall submit welder certification. Welders must be certified to AWS standards.

Each pole shall include the following:

1. One (1) rain-tight pole cap.

 2. One (1) 4-inch by 6-1/2-inch handhole at base end with cover plate opposite to mast arm.

3. Anchor bolts shall be hot dipped galvanized steel with two (2) galvanized nuts and two (2) washers for each bolt. Only 12-inches of threaded end of the bolts must be galvanized. 1-1/2-inch diameter bolts shall have 8-inches of top thread and 2-inch diameter bolts shall have 10-inches of top thread.

- 4. Anchor bolts shall have threaded bottom ends to receive an anchor plate and nut. The nut shall be tack-welded to the anchor plate. Anchor plates for 1-1/2-inch diameter anchor bolts shall be 4-inch square by 1-inch thick. Anchor plates for 2-inch diameter anchor bolts shall be 6-inch square by 1-inch thick.
- 5. One (1) adjustable strain clamp to be mountable between 26 to 28 feet above the base. Clamp shall provide facility to attach span wire at four-quarter points.
- 6. Provisions for mounting a mast arm of specified length. All poles shall be supplied with one mast arm mounting flange. The centerline of the flange shall be approximately 6 inches below the top of 38-foot poles and 24 inches below the top of 30-foot poles. The flanges shall conform with the detail drawing included in the Special Provisions. Poles ordered without mast arms but with provisions for a later addition of a mast arm shall be provided with a metal cover and gasket to protect the opening being provided. The cover shall be bolted to the pole using the holes provided for fastening the mast arm.
- 7. One (1) two-inch coupling to receive clamp-on type aluminum weatherhead positioned at 27 feet, and no more than 45° from the location of the mast arm, unless otherwise specified.
- 8. One (1) 1-1/4-inch coupling for wire inlet located directly opposite the mast arm.
- 9. One (1) grounding lug-hole in lip of handhole for 1/2-NC brass bolt.

9-29.6(6)B Luminaire Mast Arms

Each mast arm shall have sufficient strength with a 1.8 safety factor to support a 70-pound luminaire on an 18-foot mast arm per the latest AASHTO Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

Material and workmanship shall conform to the best commercial standards of the industry.

The mast arm and its fastening shall be constructed of steel conforming to Section 9-29.6

Each mast arm shall support a ballast-in-head luminaire and shall provide a luminaire mounting height of approximately two (2) feet above the strain pole mounting flange.

The mast arm shall provide a horizontal extension from the center of the pole to the center of the luminaire as shown in the Plans.

The mast arm shall be of tapered construction. The luminaire end of the mast arm shall not exceed 2.375 inches O.D. for a minimum distance of 8 inches. The outside arm diameter at the pole flange shall not exceed 5.88 inches.

The mast arm shall be capable of being fastened to the mast arm mounting flange dimensioned in the detail drawing. All mounting bolt heads shall clear the weld.

9-29.10 Luminaires

This section is supplemented with the following:

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Unless otherwise shown in the Plans, all new luminaires shall be Light Emitting Diode (LED) fixtures conforming to these Specifications.

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Luminaires shall be provided with utility labels. Utility labels shall show actual total system wattage for LED luminaires.

8 9

All LED Luminaires shall conform to the following minimum criteria:

10 11

UL Listed

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A Qualified Product on one of the following fixture lists:

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Energy Star

14 15

 Design Lights Consortium Lighting Design Lab

16

Warranty: 10-year minimum, including power driver and LED chips.

17 18

Input Voltage: 120-277V.

19 20 Color Rendering Index (CRI): 70 minimum. Correlated Color Temperature (CCT): 4000-5300K.

21 22 Calculated Lumen Maintenance Factor (LMF): 100,000 hours or more (L70 at 25°C/77°F) in accordance with IESNA TM-21-11 and IESNA LM-80-08.

23

Surge suppression protection: 10kV (IEEE/ANSI C62.41.2).

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9-29.10(1) Conventional Roadway Luminaires

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This section is supplemented with the following:

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Photometrics

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Unless otherwise specified, the light distribution shall be IES Type III, medium, cutoff.

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Photometric Performance:

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Flat lens luminaires shall have a total downward utilization greater than 65 percent. Drop lens luminaires shall have a total downward utilization greater than 70 percent.

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Photometric performance shall be verified with photometric report from an independent testing laboratory. Report should be submitted with the bid when requested. Failure to supply report within ten working days of bid opening may be cause, at the City of Tacoma's discretion, the bid to be considered non-responsive.

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Ballasts

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Ballasts shall be suitable for operation on 240-volt circuits unless otherwise stated.

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150-watt luminaires shall be 55-volt design.

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Each luminaire shall have fuses and fuseholders for each power conductor above ground potential. Fuses shall be 1.0 cm X1.8 cm (13/32" X 1.5"). Fuses shall be slow blow type (carry 110 percent, open at 135 percent within 1 hour, carry 200 percent for minimum of 10 seconds). Luminaires 250 watts and below shall have 5 amp fuses. Luminaires above 250 watts shall have 10 amp fuses, BUSS FNM series or equal.

Luminaires shall have receptacle for ANSI standard twistlock photoelectric controls. For 240-volt luminaires, the photocell shall be wired for 240 volts.

This section is supplemented with the following

9-29.10(1)A LED Roadway Luminaires

 Each luminaire shall have LED compatible fuses (in conformance with the manufacturer's recommendations) and fuseholders for each power conductor above ground potential. Fuses shall be located in the fixture head. Fuses shall be 10.3mm x 38.1 mm (13/32" x 1.5"). Fuses shall be slow blow type (carry 110 percent, open at 135 percent within 1 hour, carry 200 percent for minimum of 10 seconds). Luminaires 250 watts and below shall have 5 amp fuses. Luminaires above 250 watts shall have 10 amp fuses.

LED Roadway Luminaire housings shall be grey/silver and fabricated of aluminum. The power-door shall be fabricated from either aluminum or a UV resistant polymer. Power16 door access shall be tool-less.

LED Roadway Luminaires shall be equipped with a 7-pin NEMA Photocell Receptacle.

Where specific luminaires are called out in the project documents, as the basis of the lighting design, the specified luminaires may be provided in accordance with the requirements of Sections 8-20 and 9-29. An alternate product may be provided for the LED Roadway Luminaire, provided that the luminaire meets all conditions of this section and meets the following conditions:

- LED Roadway Luminaires shall be one of the following products:
 - o Beta/Cree XSP Series or LEDway Series
 - Leotek Green Cobra Series
 - o GE Evolve Series
 - o American Electric Lighting/Holophane Autobahn Series
- The total system wattage shall not exceed the total system wattage specified.
- A full electrical and photometric design shall be provided for review by the City.
 Submittals shall be Type 3E and stamped and signed by a licensed Professional
 Engineer. The alternate product selected shall meet or exceed the designed product.
 Contact the City of Tacoma Traffic Engineering Section for a list of design assumptions
 and criteria utilized in the lighting design.
- BUG Ratings for LED Roadway Luminaires shall be in conformance with Chapter 5 Section 3.1 (Table 5-1) of the City of Tacoma Right-of-Way Design Manual.

9-29.11 Control Equipment

This section is revised to read:

9-29.11(2) Photoelectric Controls

The photoelectric control shall be the twistlock type and the light sensitive element shall be a solid state photo diode. The control shall be designed to turn on at 2.6 foot-candles (± 20 percent) and turn off at 2.6 foot-candles (± 20 percent). The lighting control shall not drift by more than 1 percent over a 10-year period.

The output control relay shall be electro-mechanical. The time delay for both turn on and turn off shall be a minimum of 1 second and a maximum of 5 seconds. The output relay shall be rated 1000 watts incandescent or 15 amps inductive load. The contacts shall be normally closed.

The lighting control shall have a built in metal oxide varistor (MOV) rated a minimum of 160 joules for lightning and transient protection. The control shall also have secondary zener diode and transient filter. The relay shall be suitable for operation on 240 volt, 60-hertz electrical circuits.

Dimensions shall conform to ANSI specifications for twistlock photocells.

9-29.12 Electrical Splice Materials

9-29.12(1) Illumination Circuit Splices This section is revised to read:

Splices and taps shall be made with solderless crimp connectors on underground and overhead circuits to securely join the wires both mechanically and electrically. Splices shall be sealed in accordance with 8-20.3(8).

Thermoplastic Electrical Insulating Tape

Electrical tape shall be made by the same manufacturer and compatible with the electrical coating utilized to form a complete system that both insulates and protects the splice. Electrical tape shall be based on polyvinyl chloride (PVC) and/or its copolymers and have a rubber–based, pressure–sensitive adhesive. The tape shall have a voltage rating of 600V (UL510). The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as "Flame Retardant, Cold, and Weather Resistant." The tape shall be resistant to abrasion, moisture, alkalies, acids, corrosion, and varying weather conditions, including ultraviolet exposure. The tape must be applicable at temperatures ranging from 0°F through 100°F (–18°C through 38°C) without loss of physical properties. The tape shall have an operating temperature up to 220°F (105°C). The tape shall be classified for use in outdoor environments. The tape shall be compatible with synthetic cable insulations, jackets, and splicing compounds. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 120°F (50°C).

Moisture Resistant Electrical Coating

 Electrical Coating shall be made by the same manufacturer and compatible with the vinyl electrical tape utilized to form a complete system that both insulates and protects the splice. Electrical Coating shall seal and bond the tape and be suitable for direct burial, direct water immersion, and above ground applications. Electrical coating shall be flexible when dry. Electrical coating shall consist of the solvents Acetone, Methyl Ethyl Ketone, and Toluene and shall contain synthetic rubber and resin solids.

9-29.15 Flashing Beacon Control

This section is revised to read:

9-29.15 Pedestrian Activated Crosswalk Beacons

Crosswalk beacons shall be with two flashing beacons, unless otherwise specified, independently aimable, with wireless control of the other beacons at the pedestrian crossing. Unit shall be one integral assembly which includes the two beacons, control circuitry and interbeacon radio communications hardware and software. Indicator heads shall be green unless otherwise specified. All circuitry and batteries shall be contained within the indicator heads. A separate post mounted controller box shall not be acceptable.

Beacons shall have 8-inch amber faces and meet MUTCD and ITE specifications for the intended application. Flashing modes shall include MUTCD specification ½ second on, ½

second off and high visibility strobe pattern. Variations shall include synchronized or wig-wag (alternating). Flashing duration shall be variable from 5 seconds to 60 seconds. Beacons shall have inputs for activation by pedestrian pushbuttons and wirelessly transmitting the activation to the other beacons at the pedestrian crossing.

Beacon shall incorporate inter-beacon radio communication via spread spectrum radio using ISM 902-928 Mhz. Unit shall include minimum of 8 unique addresses for multiple units in close proximity. Communication shall have a minimum range of 300 feet.

Units shall have separate solar panels and batteries for each individual beacon. Solar panels shall be minimum 4 watt per beacon. Batteries shall be commercially available minimum 25 AH. Fully charged units shall have capacity for one month of continuous operation based on 300 20-second LED flash cycles per day.

Mounting shall be compatible with the specified pole. Contractor shall be responsible for coordinating the mounting interface between the pole and crosswalk beacon assembly.

Rapid Flashing Beacons

Rapid Flashing Beacon (RFB) indications shall comply with the dimensional, operational, and flash pattern requirements of Federal Highway Administration (FHWA) Interim Approval 21 (IA-21, Conditions 4, 5, and 6, excluding Condition 5f. RFB systems shall be capable of providing, at a minimum, the following two-channel flashing patterns:

- 1. NEMA Standard 50-50:
 - Channel one is ON and channel two is OFF for 0.5 seconds.
 - Channel one is OFF and channel two is ON for 0.5 seconds. (Cycle repeats; the total flashing pattern cycle length is 1.00 second.)

- 2. RFB "WW+S" Pattern (IA-21 Condition 5b):
 - Channel one is ON and channel two is OFF for 0.05 seconds. Both channels are OFF for 0.05 seconds.
 - Channel one is OFF and channel two is ON for 0.05 seconds. Both channels are OFF for 0.05 seconds.
 - Channel one is ON and channel two is OFF for 0.05 seconds. Both channels are OFF for 0.05 seconds.
 - Channel one is OFF and channel two is ON for 0.05 seconds. Both channels are OFF for 0.05 seconds.
 - Both channels are ON for 0.05 seconds.
 - Both channels are OFF for 0.05 seconds.
 - Both channels are ON for 0.05 seconds.
 Both channels are OFF for 0.25 seconds.

(Cycle repeats; the total flashing pattern cycle length is 0.80 seconds.)

The flashing pattern shall be user-selectable in the field.

RFB system pushbuttons shall not include tactile arrows, speech messages, or vibrotactile indications. RFB system pushbuttons shall use a $9" \times 12" R10-25$ sign. The R10-25 sign may include integral yellow warning lights.

9-29.19 Pedestrian Push Buttons

This section is supplemented with the following:

Pushbuttons shall be steel with a directional vibro-tactile arrow. Push buttons shall be fully voice messaging APS compliant and fully programmable/customizable by the end user. Pushbuttons shall be provided to the City for programming/messaging 2 weeks prior to installation.

The sign shall be in conformance with MUTCD R10-3b.

The unit shall be black. The assembly shall include the cabinet control unit if applicable to the brand selected. A 4" pole adapter shall be included for locations where two pushbuttons are mounted to the same 4" pole.

If additional conduit pathways are required between the pushbutton and the pedestrian head, due to the contractor's selection of pedestrian push button manufacturers, the Contractor shall submit a revised design with the submittal of the push button material. The design shall be stamped and signed by a licensed professional engineer. Required additional pathways shall be provided at no additional cost to the City.

9-29.20 Pedestrian Signal

This section is supplemented with the following:

All pedestrian signals housings shall be die-cast aluminum.

The Vacant Section 9-29.22 is replaced with the following:

9-29.22 Preemption Hardware

Preemption Hardware shall be Opticom TM Model 721 unless otherwise specified.

9-29.24 Service Cabinets

 This section is supplemented with the following:

 Service cabinets shall be pole mounted, exterior NEMA 3R Rated with a bolt on HUB for top entry. Cabinet shall be a maximum 10 inches wide, 14 inches high, and 5 inches deep.

Load Center shall have between 100 and 150 Amps, with capacity for 6 spaces and 12 circuits, or 8 spaces and 16 circuits as required by Code.

Service panels shall be one of the following brands/series:

1. Square D – QO Series

 Siemens – Type BL
 Eaton/Cutler Hammer – Quick Lag Type BA

4. Engineer Approved Equal

9-29.24(2) Electrical Circuit Breakers and Contactors The first paragraph is supplemented with the following:

Mercury relays shall not be accepted. Contactors shall be one of the following brands:

- 1. Square D
- 2. Siemens
- 3. Eaton/Cutler Hammer

4. Engineer Approved Equal

The second paragraph is deleted.

1					
2	The third sentence of the third paragraph is deleted. The third paragraph is supplemented with the following:				
5 4 5					
6 7	All service panel breakers shall be one of the following brands/series:				
8 9 10 11	 Square D – QO Series Siemens – Type BL Eaton/Cutler Hammer – Quick Lag Type BA Engineer approved Equal 				
12 13 14	All surface mount breakers shall be one of the following Brands/Series:				
15 16	1. Square D (Type QOU) 2. Siemens				
17 18	Eaton/Cutler Hammer General Electric				
19	Engineer approved Equal				
20 21					
22 23	END OF SECTION				
24 25	END OF SPECIAL PROVISIONS				
/: I	FIND OF SPECIAL PROVISIONS				

APPENDIX A

CITY OF TACOMA

and

WSDOT STANDARD PLANS

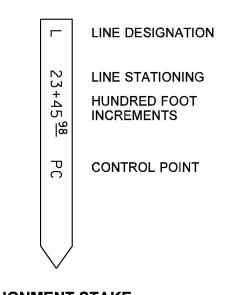
*** Note Standard plans and websites provided below are for contractor convenience. Additional standard plans may be required to construct the project. ***

COT Standard Plans Website:

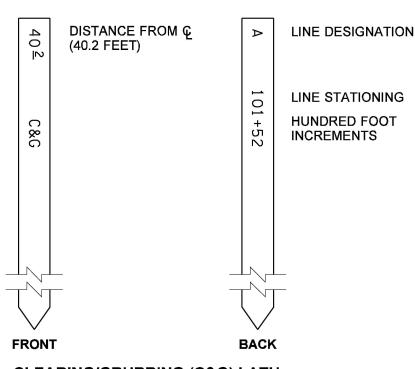
https://www.cityoftacoma.org/government/city_departments/public_works/engine_ering/standard_plans_and_g_i_s_typical_details_

WSDOT Standard Plans Website:

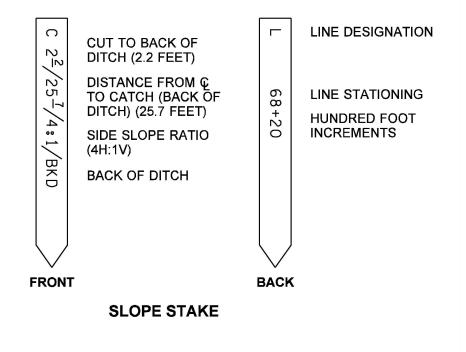
https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans

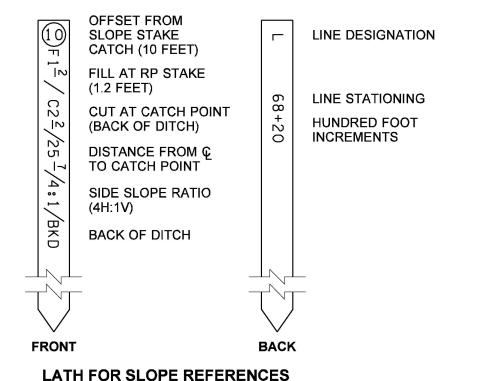


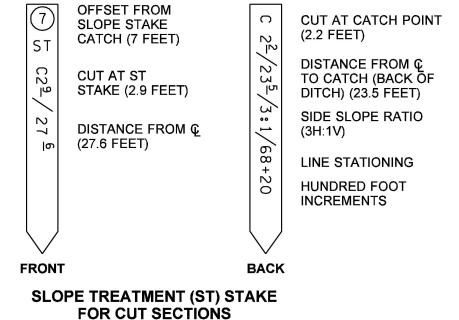
ALIGNMENT STAKE STAKE EVERY 100 FEET ON TANGENTS, EVERY 25 FEET ON CURVES

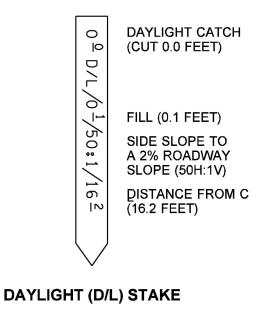


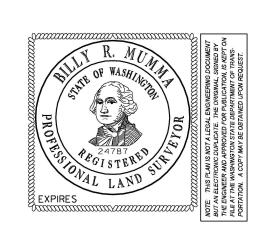
CLEARING/GRUBBING (C&G) LATH STAKE AT EACH FULL STATION, 100 FEET ON TANGENTS, EVERY 25 FEET ON CURVES. NO HUB NECESSARY.







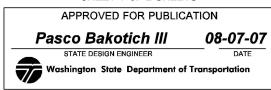


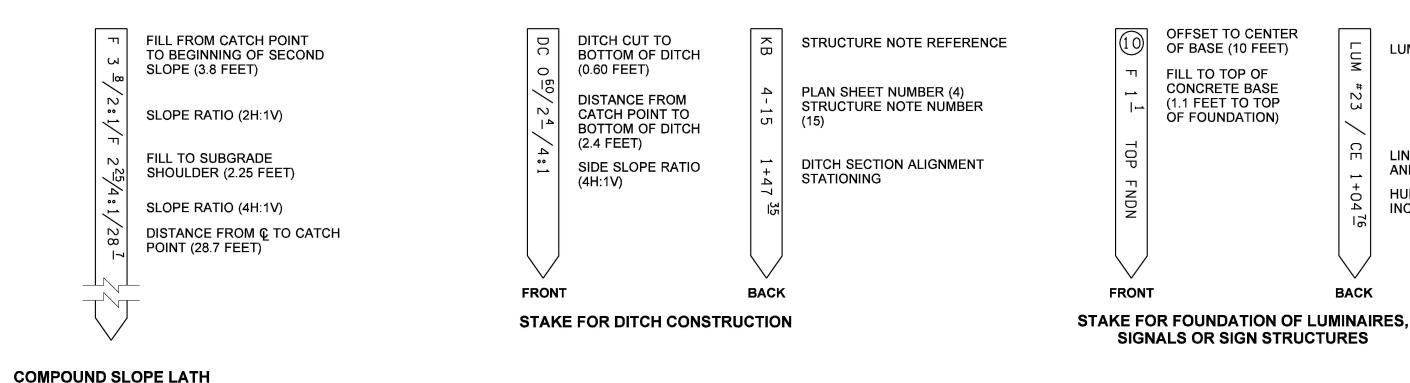


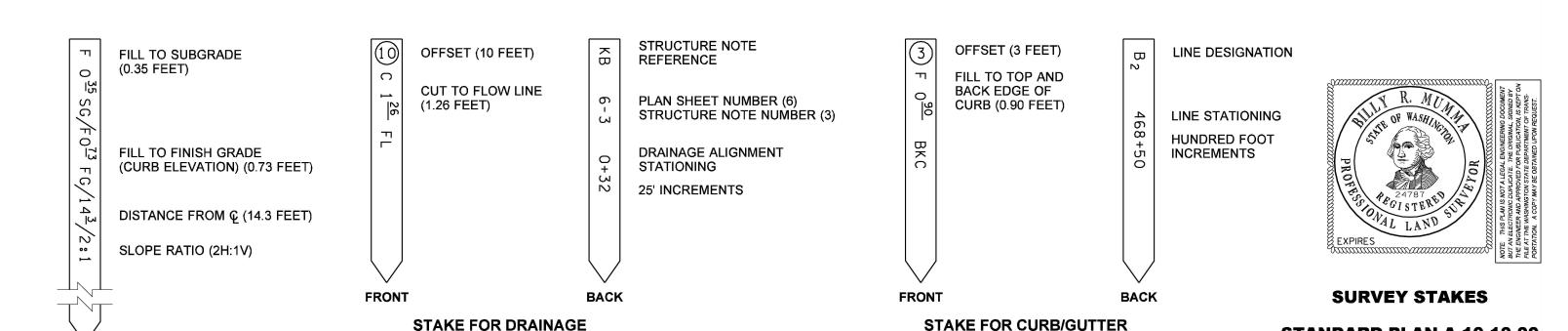
SURVEY STAKES

STANDARD PLAN A-10.10-00

SHEET 1 OF 2 SHEETS







 \square M

#23

76

BACK

LUMINAIRE NUMBER (23)

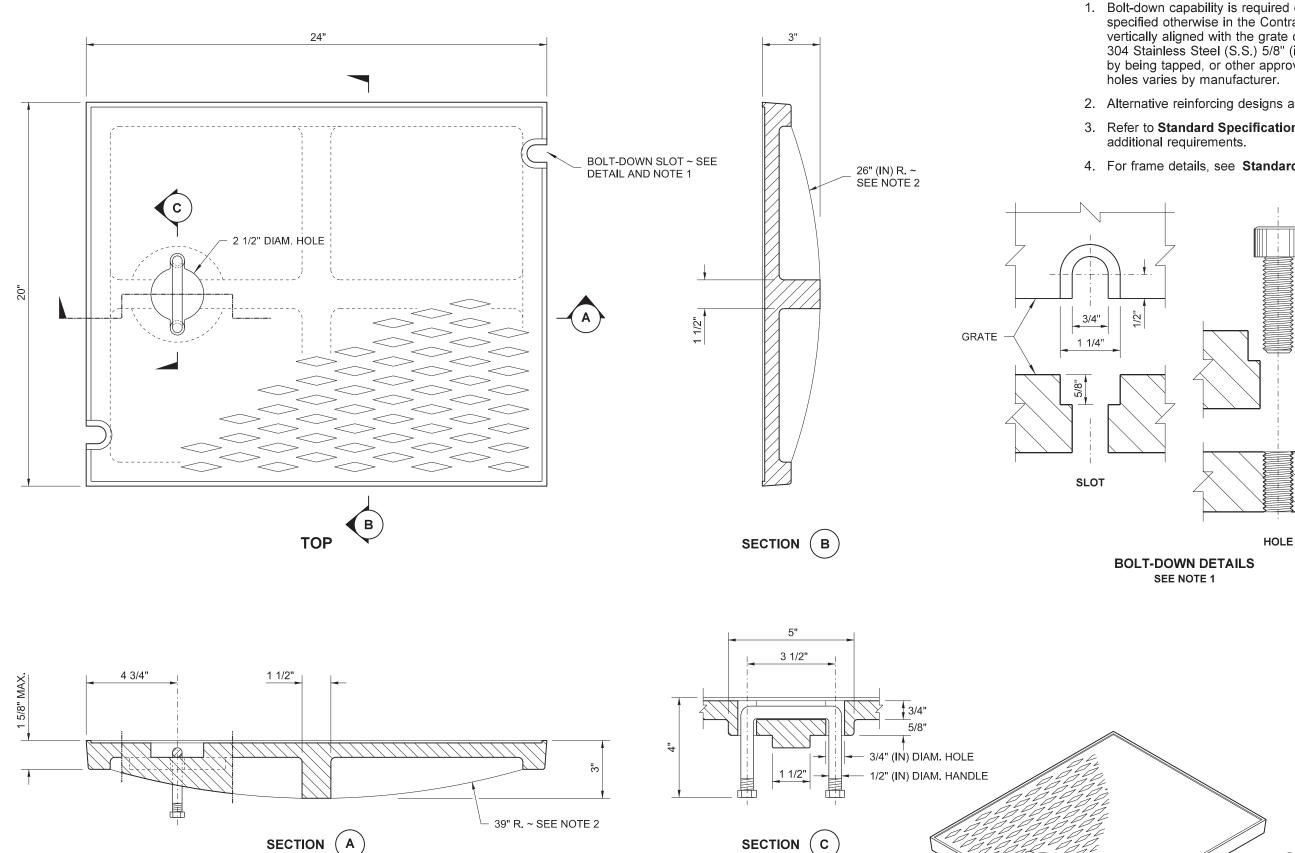
LINE DESIGNATION

AND STATIONING

HUNDRED FOOT INCREMENTS

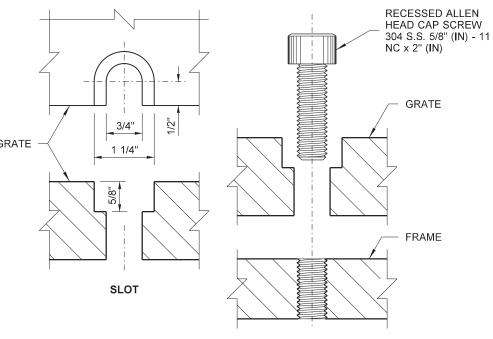
STANDARD PLAN A-10.10-00

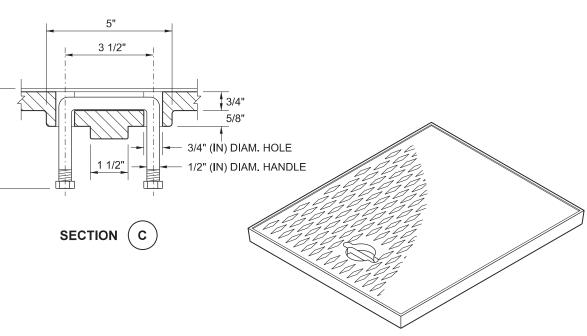
SHEET 2 OF 2 SHEETS **SLOPE LATH FOR** APPROVED FOR PUBLICATION **CURB SECTION** Pasco Bakotich III 08-07-07 STATE DESIGN ENGINEER



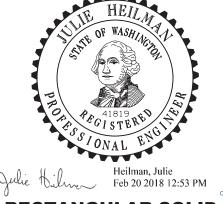
NOTES

- 1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down
- 2. Alternative reinforcing designs are acceptable in lieu of the rib design.
- 3. Refer to Standard Specification Section 9-05.15 and 9-05.15(2) for
- 4. For frame details, see Standard Plan B-30.10.





ISOMETRIC

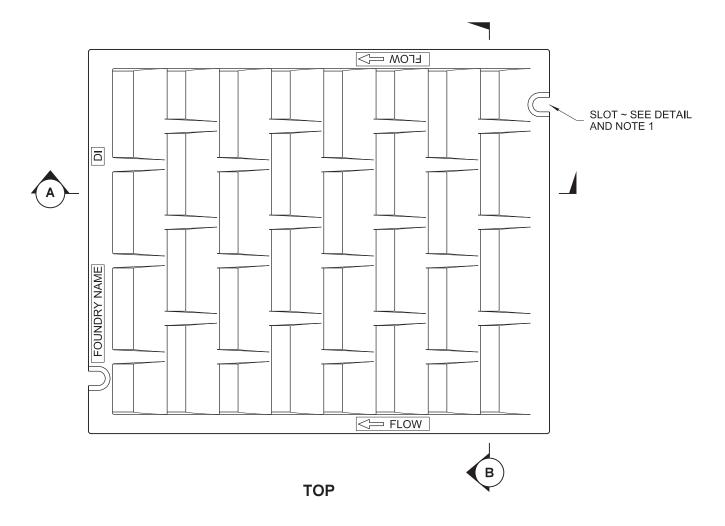


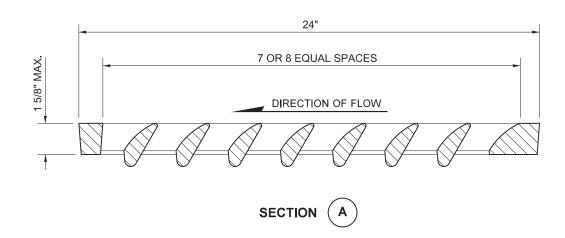
RECTANGULAR SOLID METAL COVER

STANDARD PLAN B-30.20-04

SHEET 1 OF 1 SHEET

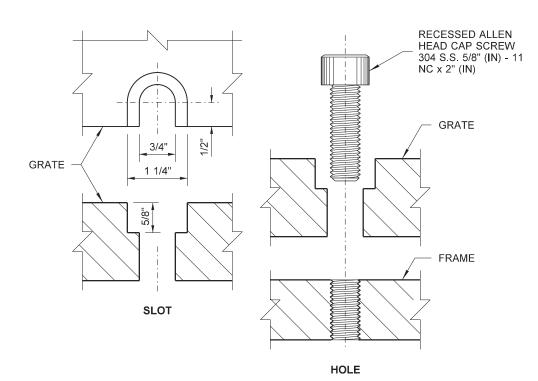




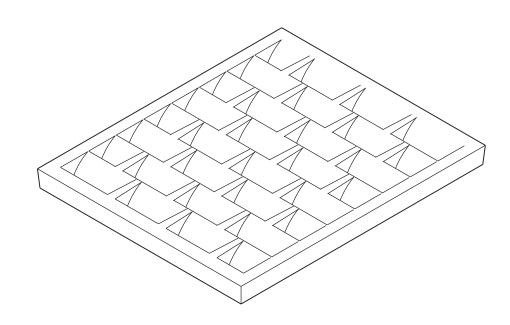


NOTES

- 1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- 2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
- 3. For frame details, see Standard Plan B-30.10.



BOLT-DOWN DETAILS SEE NOTE 1



SECTION (B)



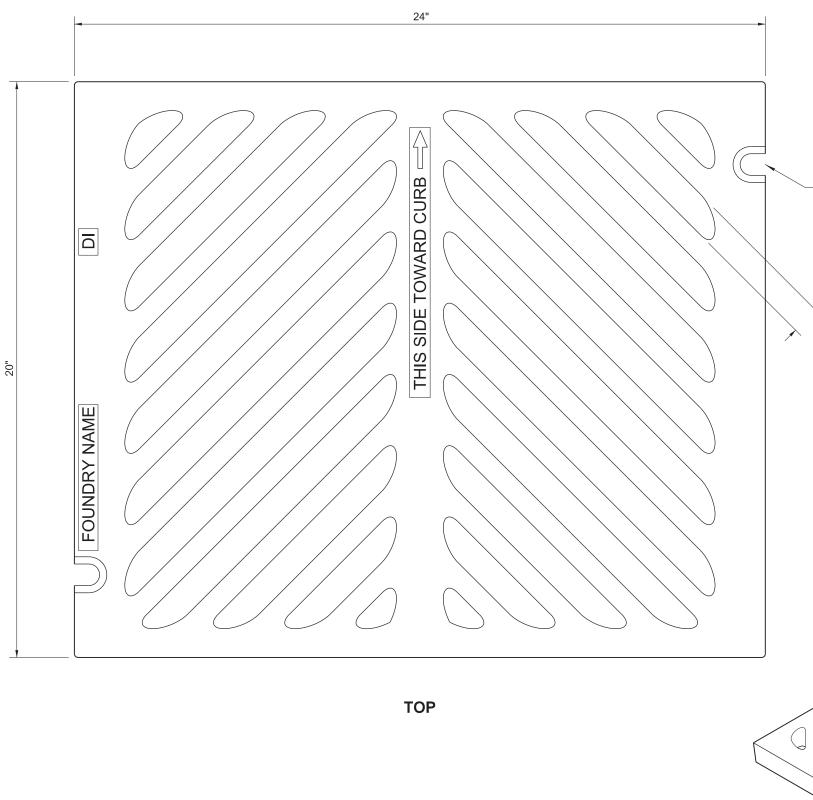


VANED GRATE

STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET





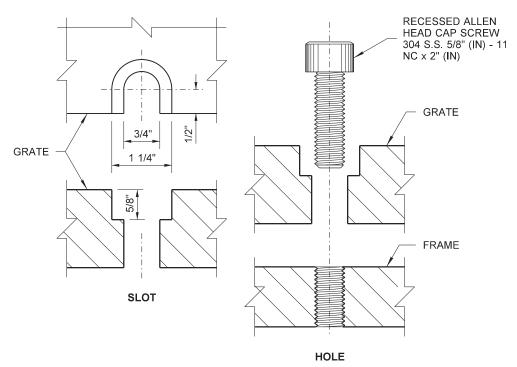
NOTES

SLOT ~ SEE DETAIL AND NOTE 1

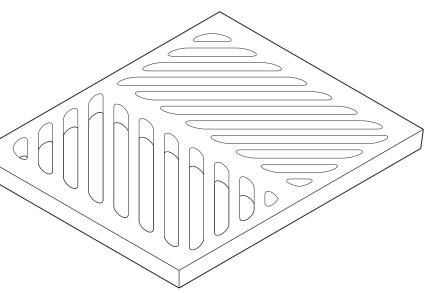
1" (IN) OPENING

(TYP.)

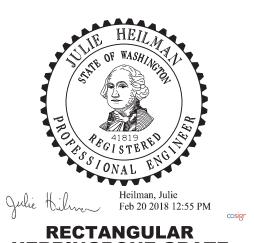
- Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- 2. Refer to **Standard Specification section 9-05.15**, and **9-05.15(2)** for additional requirements.
- 3. For frame details, see Standard Plan B-30.10.
- 4. The thickness of the grate shall not exceed 1 5/8" (in).



BOLT-DOWN DETAILS SEE NOTE 1





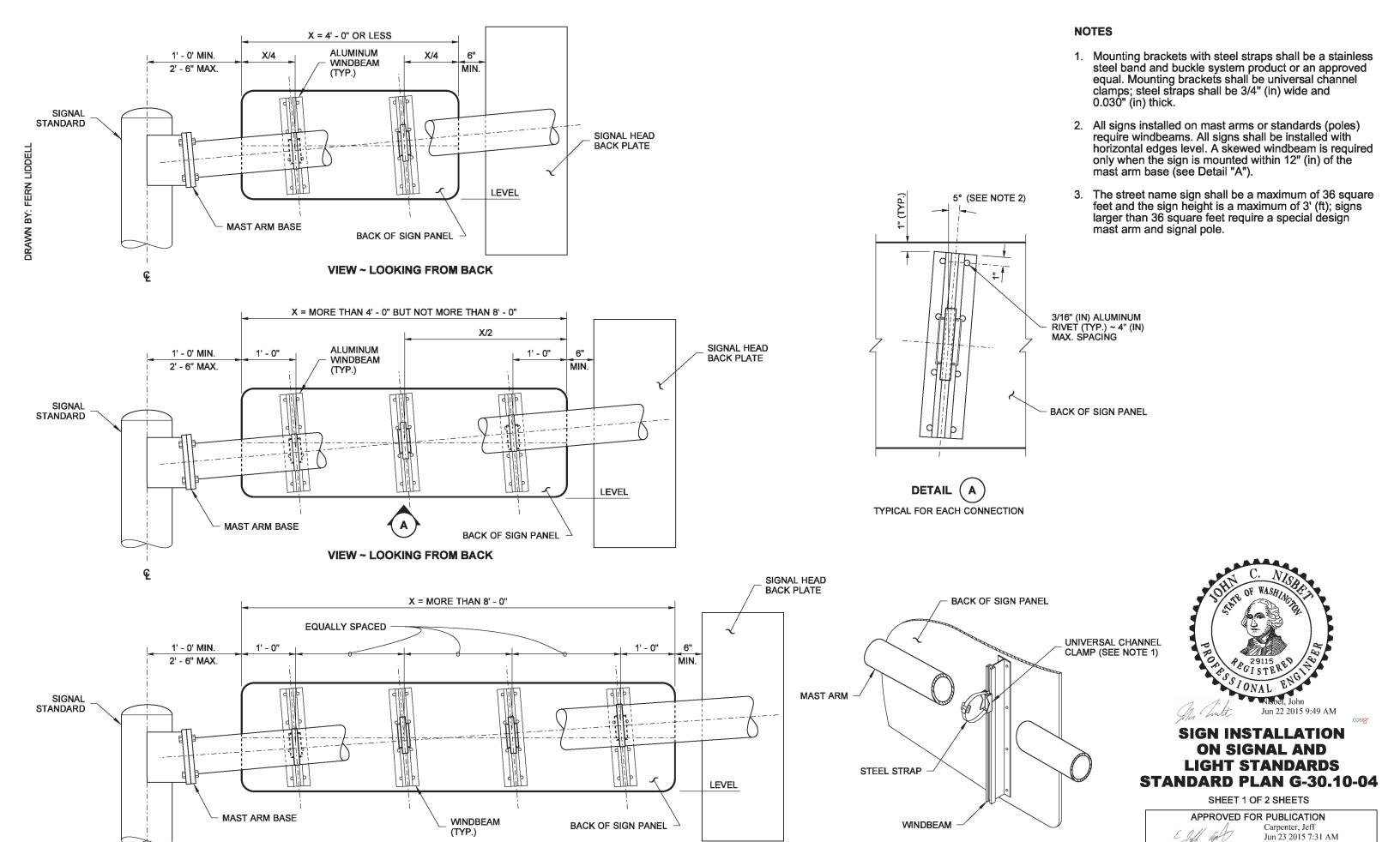


HERRINGBONE GRATE

STANDARD PLAN B-30.50-03

SHEET 1 OF 1 SHEET

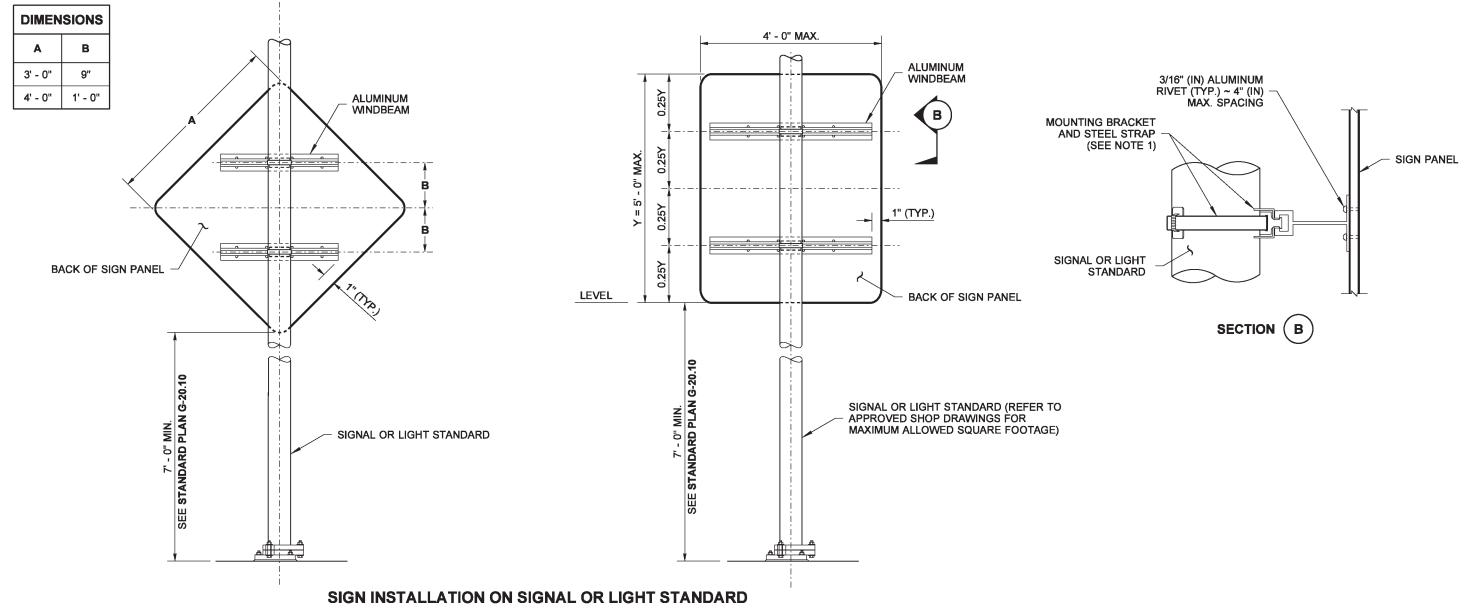




TYPICAL MAST ARM INSTALLATION

VIEW ~ LOOKING FROM BACK

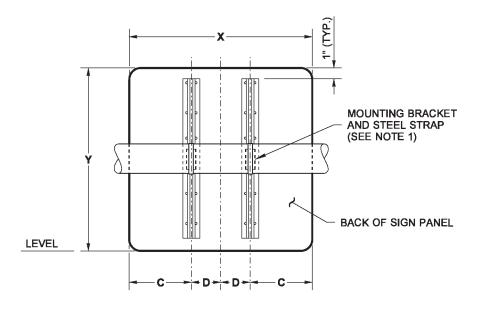
MAST ARM-MOUNTED STREET NAME SIGNS



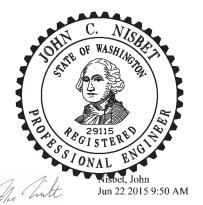
DIMENSIONS			
х	Y	С	D
3' - 0"	2' - 6"	1' - 0"	6"
3' - 0"	3' - 0"	1' - 0"	6"
3' - 0"	4' - 0"	1' - 3"	9"
4' - 0"	2' - 6"	1' - 3"	9"

NOTE:

Any Lane Use Sign greater than 7.5 sq ft. requires a Special Design Mast Arm and Signal Pole.



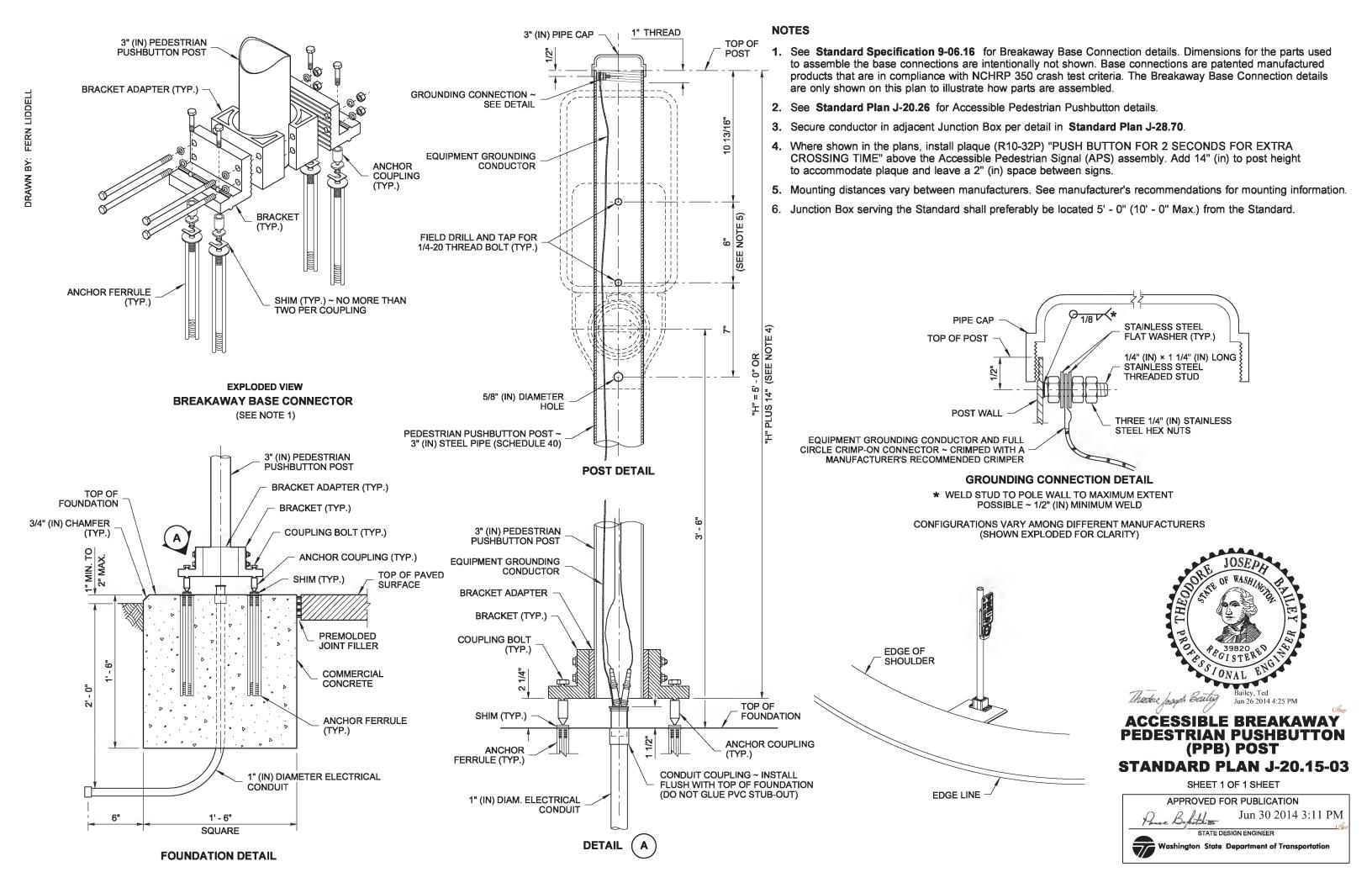
MAST ARM-MOUNTED LANE USE SIGNS

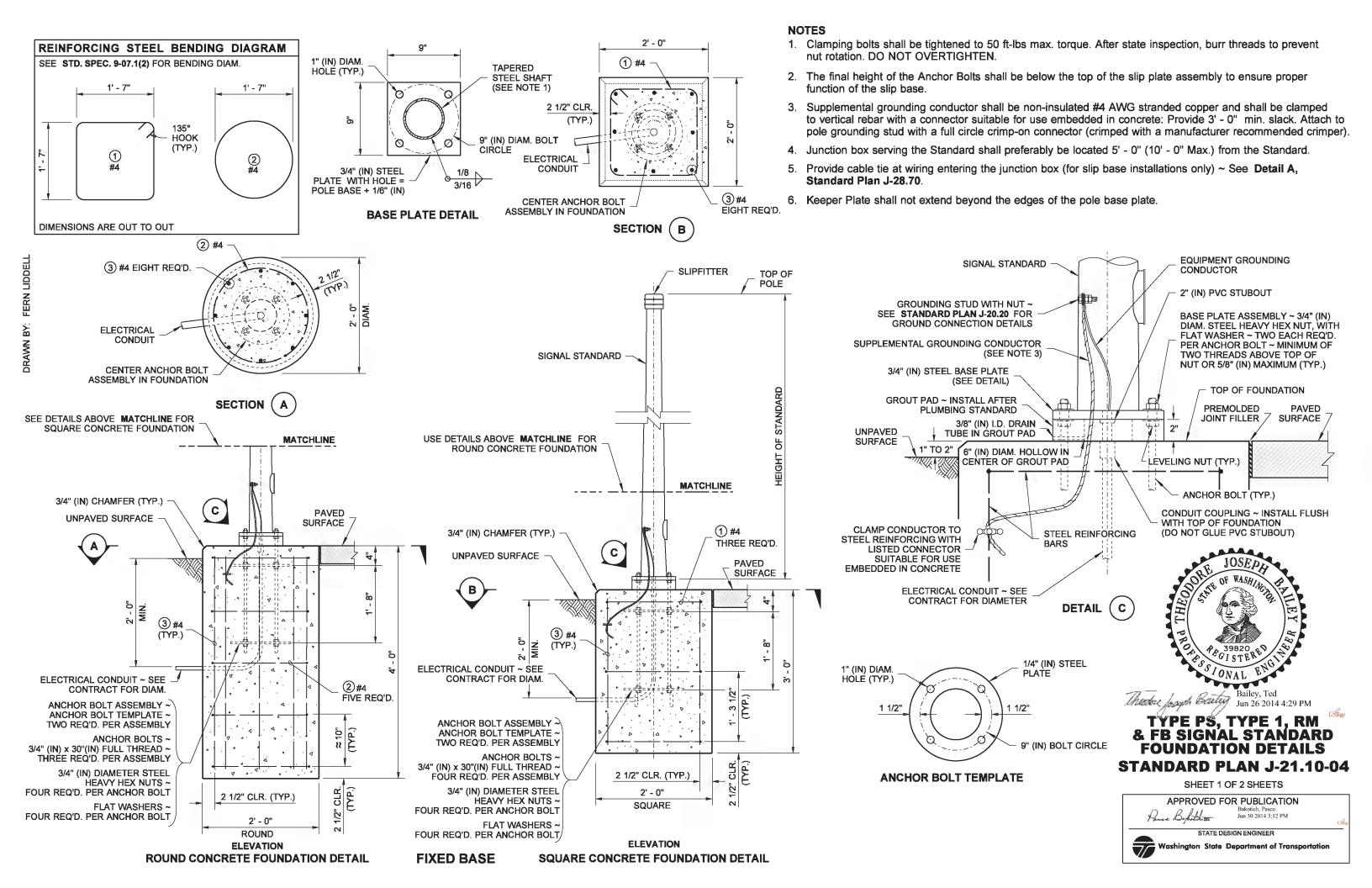


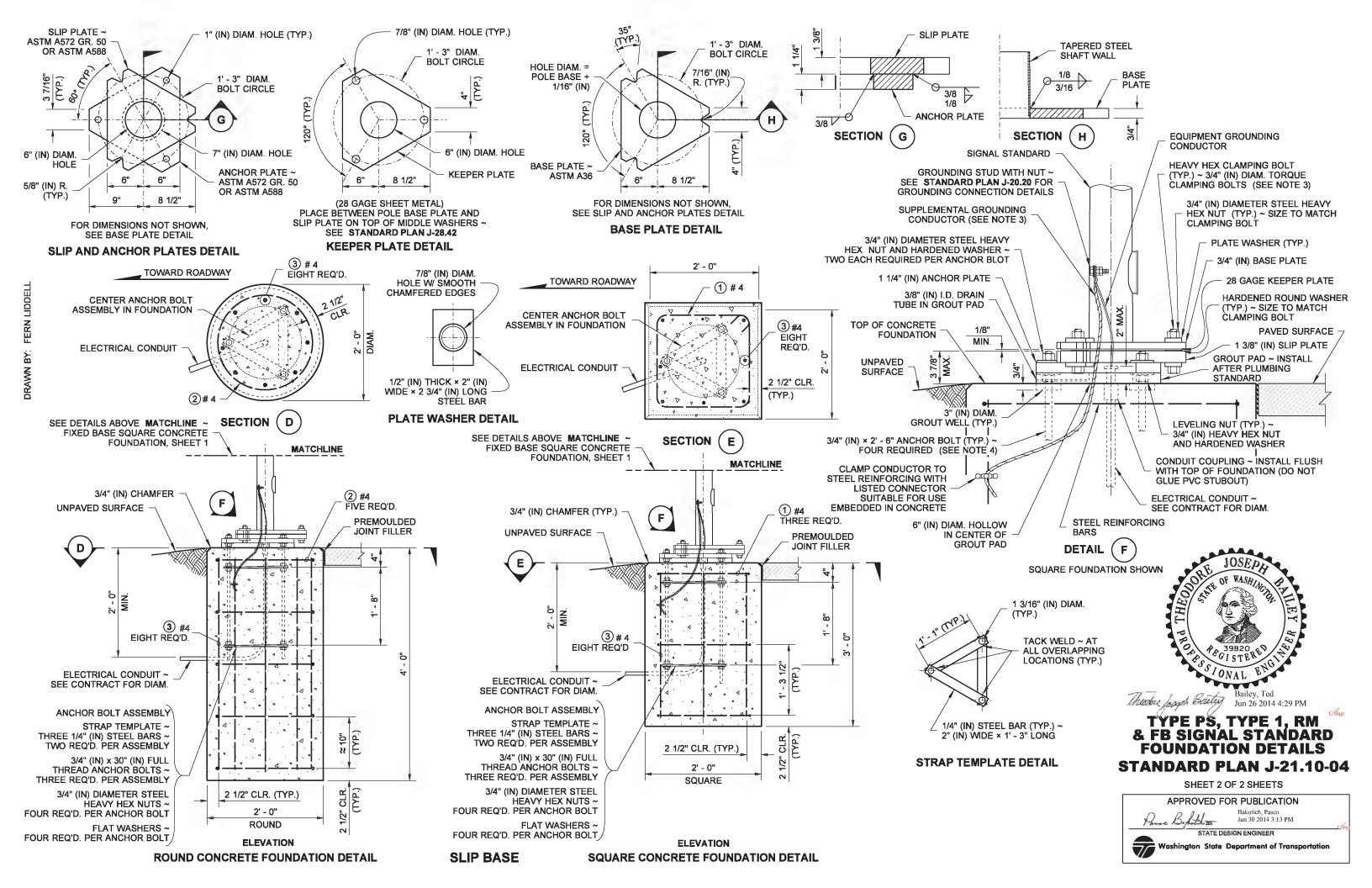
SIGN INSTALLATION
ON SIGNAL AND
LIGHT STANDARDS
STANDARD PLAN G-30.10-04

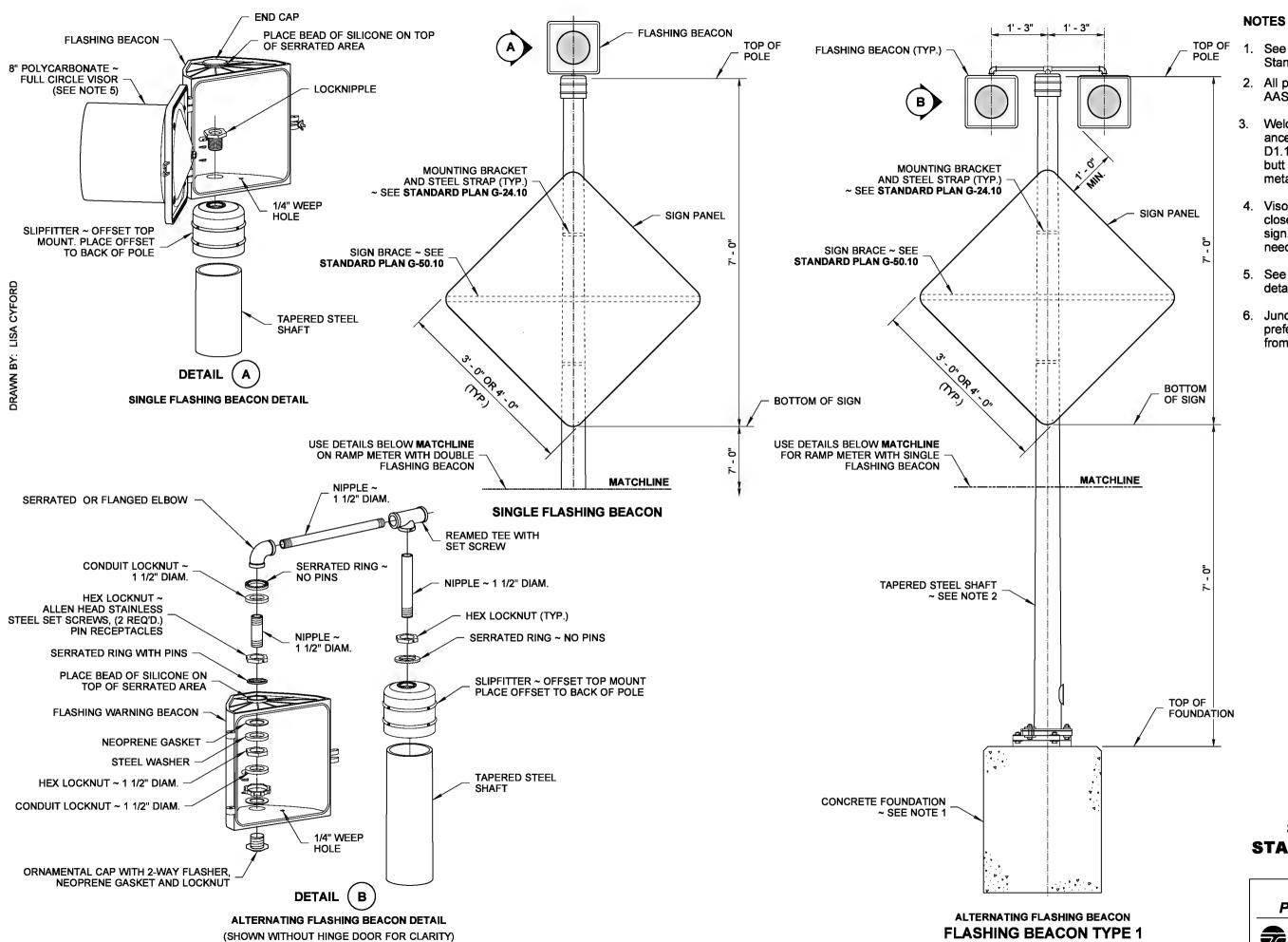
SHEET 2 OF 2 SHEETS



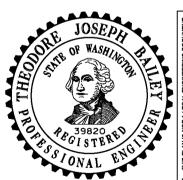








- 1. See Standard Plan J-21.10 for Signal Standard Foundation details.
- 2. All poles shall be hot dip galvanized per AASHTO M111.
- 3. Welding of structures shall be in accordance with the latest edition of the AWS D1.1 Structural Welding Code - Steel. All butt welds shall be ground flush with base metal.
- 4. Visor shall be 8" Polycarbonate, fully enclosed circle at bottom to reduce glare on sign. Display shall be of appropriate color needed.
- 5. See Standard Plan J-21.17 for Electrical
- 6. Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard.



FLASHING BEACON TYPE 1 SIGNAL STANDARD DETAILS STANDARD PLAN J-21.16-01

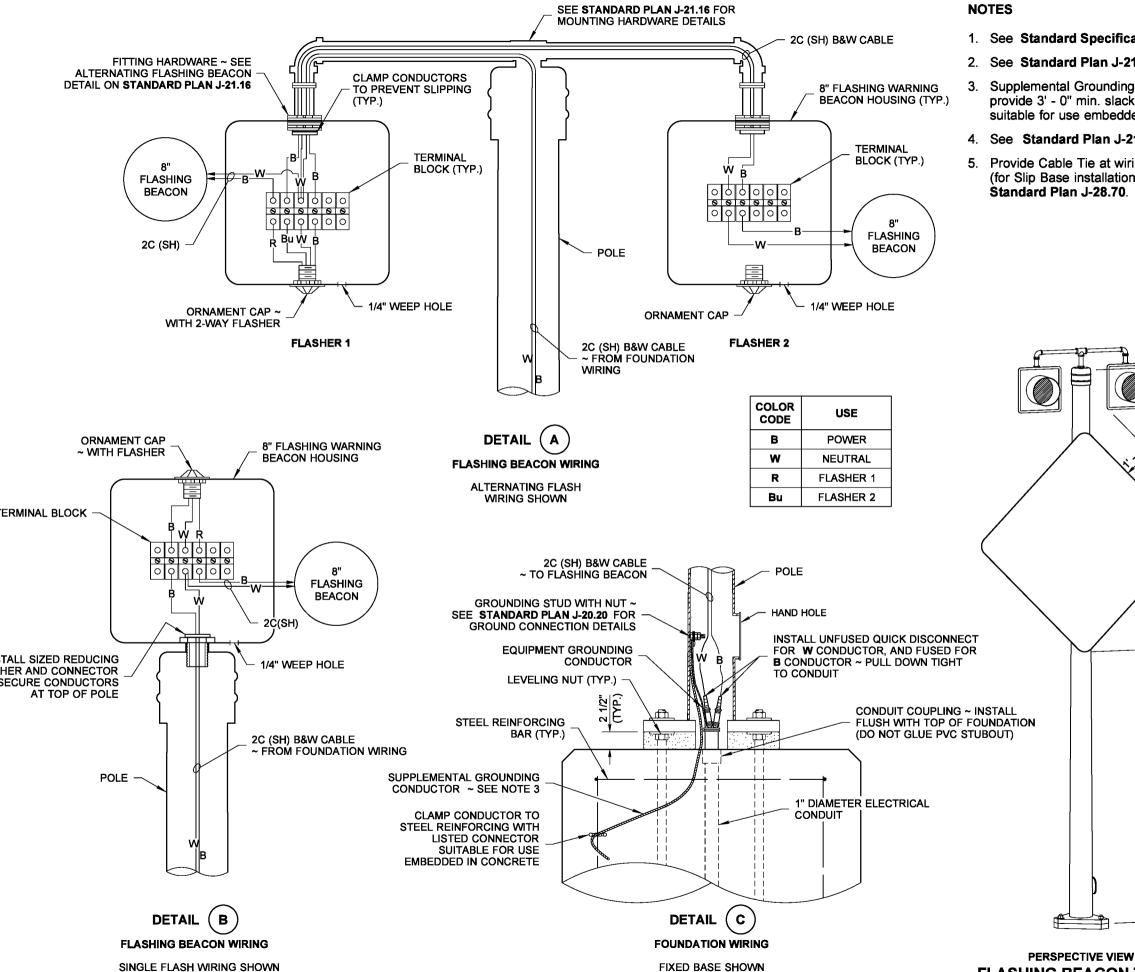
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

SLIP BASE SHOWN

6/10/13



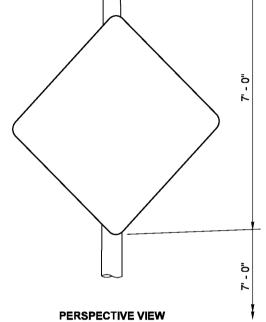
- 1. See Standard Specification 9-29.3 for Cable Conductor requirements.
- 2. See Standard Plan J-21.16 for Flashing Beacon Type 1 Signal Standard details.
- 3. Supplemental Grounding Conductor shall be non-insulated #4 AWG stranded copper, provide 3' - 0" min. slack. Clamp to vertical steel reinforcing bar with listed connector suitable for use embedded in concrete.

TOP OF

POLE

4. See Standard Plan J-21.10 for foundation requirements.

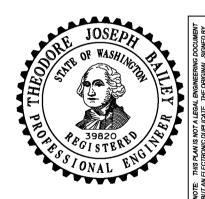
5. Provide Cable Tie at wiring entering the Junction Box (for Slip Base installations only) ~ See Detail A, Standard Plan J-28.70.



TOP OF

POLE

FLASHING BEACON TYPE 1 SINGLE FLASH BEACON SHOWN



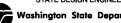
FLASHING BEACON TYPE 1 SIGNAL STANDARD ELECTRICAL DETAILS

STANDARD PLAN J-21.17-01

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

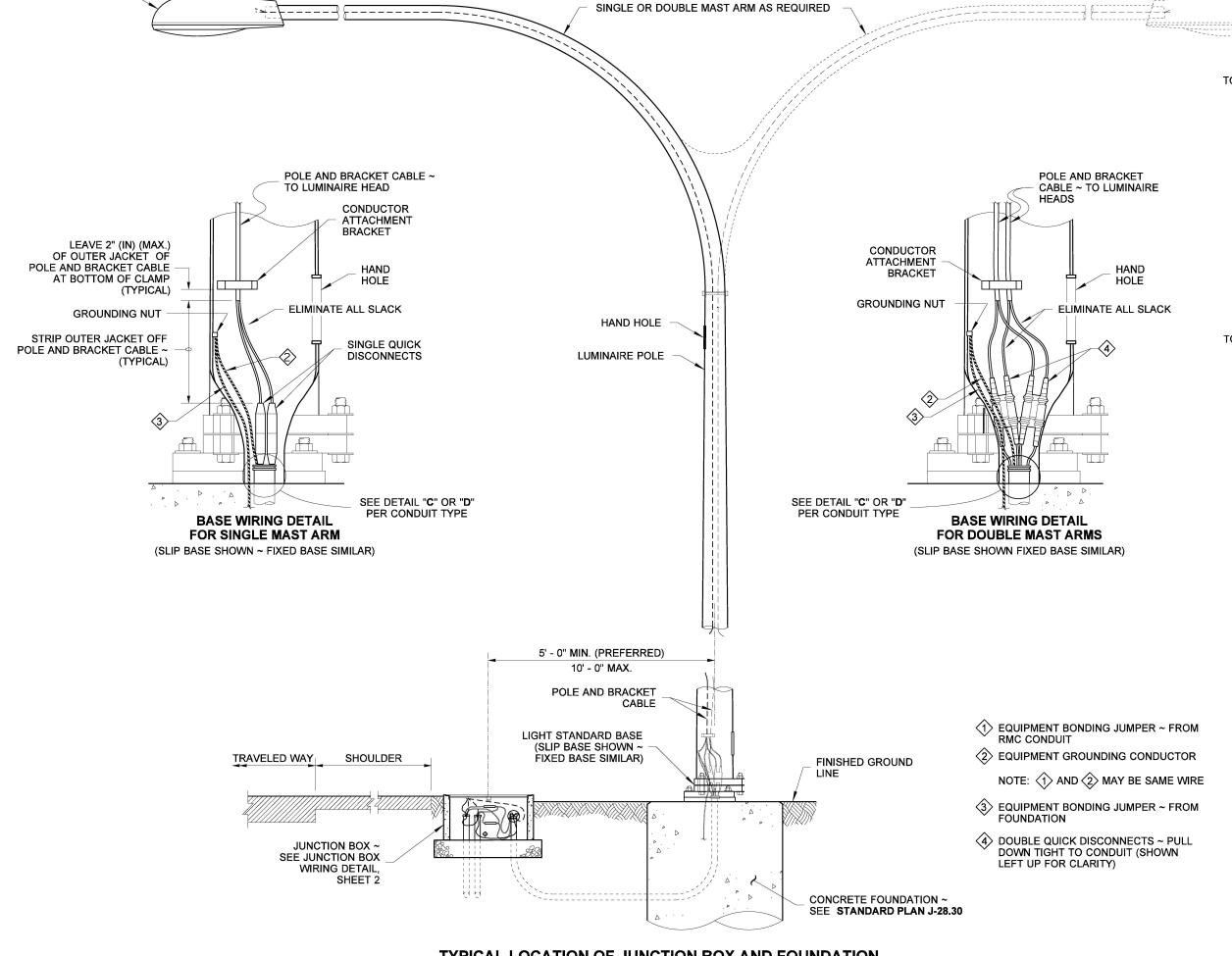


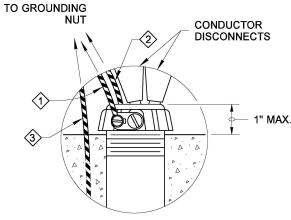


6/10/13

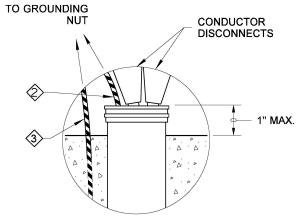
FLASHING BEACON TYPE 1 ALTERNATING FLASH BEACON SHOWN

LUMINAIRE HEAD





DETAIL "C" RMC CONDUIT



DETAIL "D" PVC CONDUIT



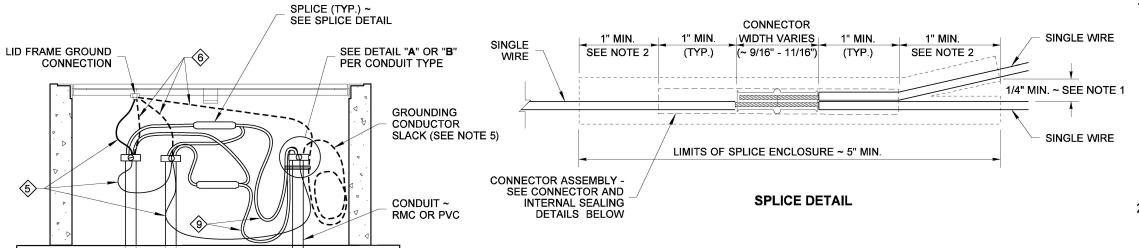
STEEL LIGHT STANDARD WIRING DETAILS

STANDARD PLAN J-28.70-04

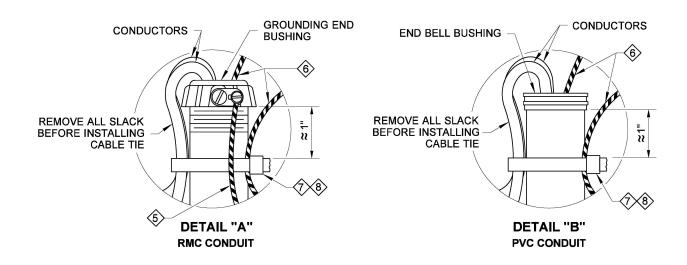
SHEET 1 OF 2 SHEETS



TYPICAL LOCATION OF JUNCTION BOX AND FOUNDATION



JUNCTION BOX WIRING DETAIL FOR GROUNDING REQUIREMENTS, SEE STANDARD PLAN J-60.05



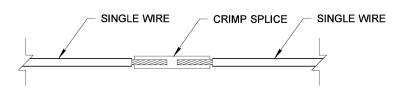
- (5) EQUIPMENT BONDING JUMPER ~ FROM RMC CONDUIT
 - NOTE: (5) AND (6) MAY BE SAME WIRE
- 6 EQUIPMENT GROUNDING CONDUCTOR
- ⟨¬⟩ CABLE TIE ~ 120 POUND TENSILE STRENGTH, BLACK

(8) APPLICATION FOR FIXED BASE SIMILAR. EXCEPT NO CABLE TIE IS REQUIRED AT JUNCTION BOX

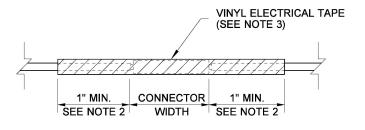
GRAVEL PAD

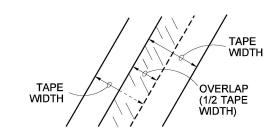
24" (IN) MIN. SLACK REQUIRED TO ALLOW QUICK DISCONNECTS TO BE PULLED OUTSIDE HAND HOLE 6" (IN) MIN.

STEP 1 - CRIMP CONNECTION



STEP 2 - WRAP CONNECTION





TAPE OVERLAP DIAGRAM

WHEN USING WRAPPED VINYL ELECTRICAL TAPE:

- INSTALL TWO LAYERS OF SPIRAL WRAPPED TAPE. - EACH SPIRAL LAYER SHALL HAVE AN OVERLAP OF 1/2 OF THE TAPE WIDTH (SEE DIAGRAM ABOVE).

CONNECTOR AND INTERNAL SEALING DETAILS

NOTES

- 1. Each wire shall be physically separated by at least 1/4" (in) so that sealing material can fill in between the wires; where heat shrink tubing is used for the outer splice enclosure, it shall meet one of the following requirements:
 - a. Have separate ports for each conductor ("WYE" or "X" shaped tubing). ~ or ~
 - b. Have rubber electrical mastic tape wrapped around each conductor to ensure a weatherproof seal. See Rubber Electrical Mastic Tape Installation Detail, Standard Plan J-50.05.
- 2. Where heat shrink tubing is used, it shall extend a minimum of one inch onto the original wire insulation for each wire in the splice. Rigid splice enclosures shall be centered over the crimped connection.
- 3. Electrical tape used in splicing applications shall be 3/4" (in) wide, be UL listed under UL 510, and be CSA Certified under C22.2 NO. 197-M1983.
- 4. Crimp splices shall be installed with an approved crimping tool for the type and size of crimp splice used. Pliers and similar multi-purpose tools may not be used.
- 5. The equipment grounding conductor connected to the light standard shall include 18 inches of slack on the pole side of the cable tie.



Aug 30, 2022

STEEL LIGHT STANDARD **WIRING DETAILS**

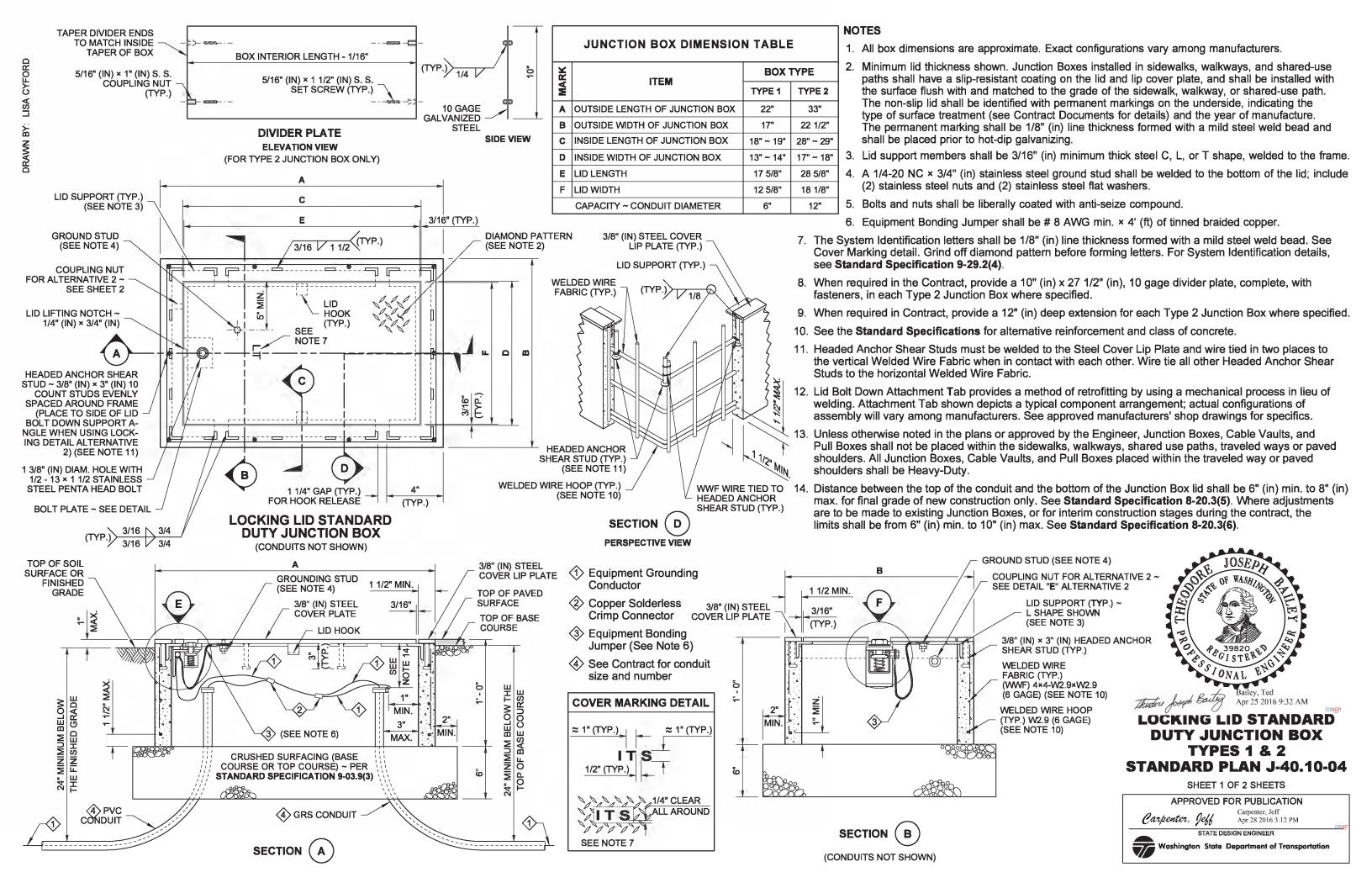
STANDARD PLAN J-28.70-04

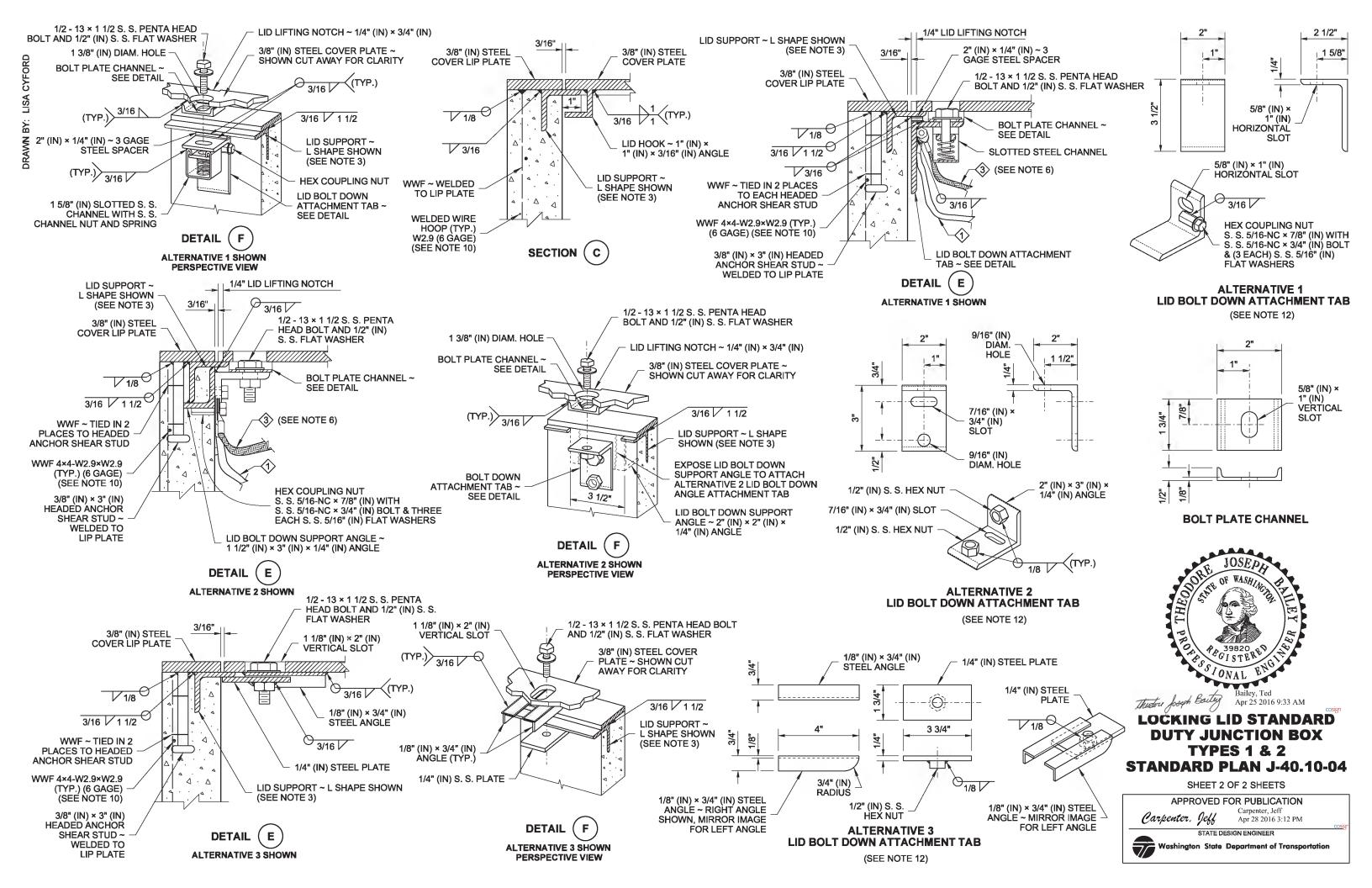
SHEET 2 OF 2 SHEETS

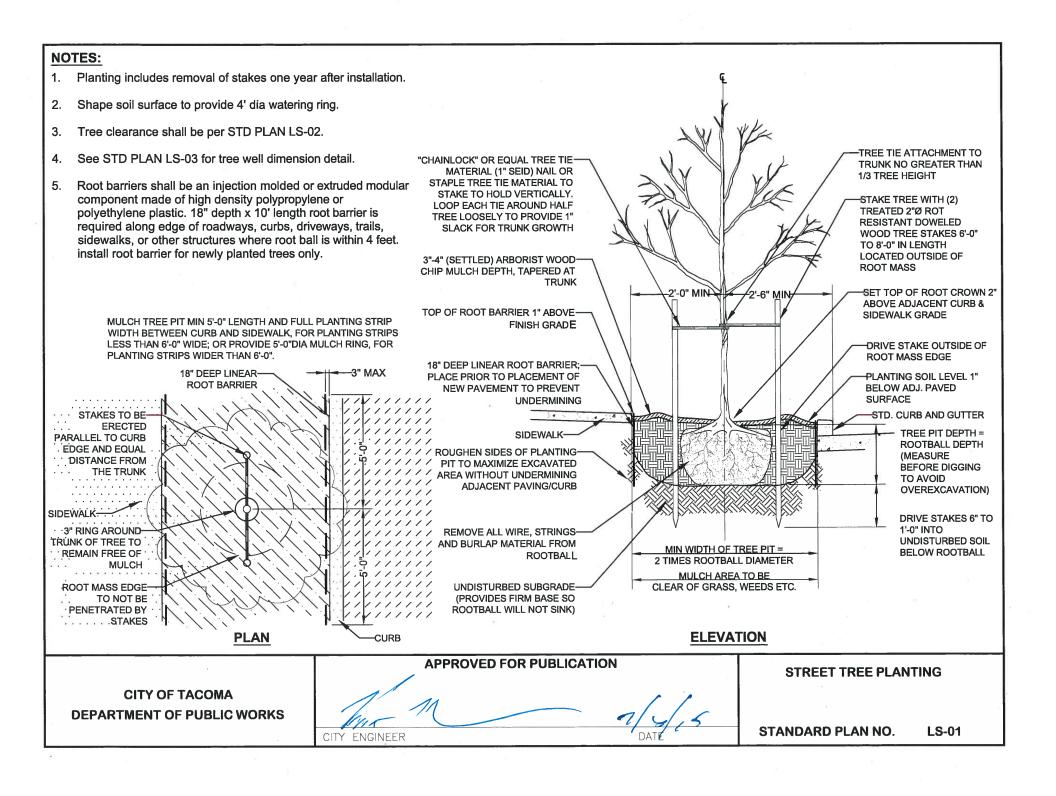












NOTES:

- Street trees shall have a trunk free of branches up to the height listed below when planted:
 - A. Small trees, whose mature height is 15 to 25 feet, shall have a
 - trunk free of branches up to a minimum of 4 feet. Conifer/evergreen trees shall have a trunk free of branches up to a minimum of 2 feet.
 - Trees with ascending branches (examples Ulmus Americana and Zelkova Serrata) may be branched 1 foot or More below the standard height and still provide proper clearance when
 - D. All other trees shall have a trunk free of branches up to a minimum of 6 feet.
- Street trees shall not be less than 1.5 inches in caliper for broadleaf trees or 6 feet in height for evergreen/conifers.
- For minimum unpaved planting area dimensions refer to tree well dimension detail, STANDARD PLAN NO. LS-03.
- The accessible portion of the sidewalk must be a minimum of 5 feet and be free of obstructions.

MINIMUM TREE SETBACKS (AT PLANTING):

Centerline of tree to centerline of: Street corner (extension of outside face of curb) Stop or yield sign Utility pole Other traffic control sign	25'-0" 25'-0" 15'-0" 5'-0"
Centerline of tree to edge of: Driveway Face of curb Pavement	5'-0" 2'-6" 2'-0"
Edge of tree to edge of: Utility worker access lids Gas shutoff valves Fire hydrant & hydrant branch Water meter, water service & water mains Storm inlet, cb, & manhole Storm/sanitary service connections & mains	5'-0" 5'-0" 10'-0" 5'-0" 5'-0"

MINIMUM TREE CLEARANCES (AT MATURITY):

Lowest branch to surface of: 14'-0" Streets 8'-0" Sidewalks

8'-0" TO REMAIN CLEAR AT MATURITY OVER SIDEWALKS BRANCH TO BE **REMOVED** FOR 8'-0" CLEARANCE **OVER SIDEWALK** -2'-6" MIN-+2'-0" MIN+ 4'-0" MIN PLANTER WIDTH SIDEWALK . 5'-0" MIN FREE AND CLEAR SIDEWALK WIDTH SLOPE SIDES OF PLANTING PIT EXCAVATION AS TO NOT UNDERMINE CURB OR SIDEWALK

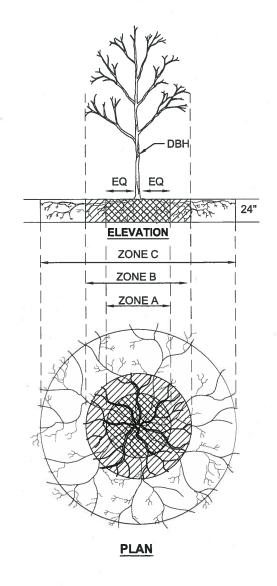
APPROVED FOR PUBLICATION

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

CITY ENGINEER

STREET TREE CLEARANCE

STANDARD PLAN NO.



ZONE A (CRITICAL ROOT ZONE)

The Critical Root Zone is the area under a tree measuring 1 foot of radius per 1 inch of diameter at breast height (DBH) from the trunk outwards and 24 inches in depth. For example: for a 10 inch dbh tree, the Critical Root Zone is located at least 10 feet out from the trunk and 24 inches deep.

RESTRICTIONS

- No disturbance allowed without site-specific inspection and approval of methods to minimize root damage.
- If roots larger than 2" IN DIA. are encountered, inspection and approval is required before proceeding trenching/excavation work.
- 3. Tunneling is required to install lines 3'-0" below grade or deeper.

ZONE C (FEEDER ROOT ZONE)

The Feeder Root Zone is the area under a tree measuring 2 feet of radius per 1 inch of DBH from the trunk outwards and 24 inches in depth. For example: for a ten inch diameter tree, The Critical Root Zone is located at least 20 feet out from the trunk and 24 inches deep.

RESTRICTIONS

- Operation of heavy equipment and/or stockpiling of materials subject to approval. *Surface protection measures required
- Trenching permitted as follows:

 excavation by hand or WITH hand-driven trencher maybe required
 Minimize trench width to the extent possible
 Maintain 2/3 or more of ZONE C in an

undisturbed condition

ZONE B (DRIP LINE)

The Drip Line is the area below the tree in which the boundary is designated by the edge of the tree's crown.

RESTRICTIONS

- Operation of heavy equipment and/or stockpiling of materials subject to approval. *Surface protection measures required
- 2. Trenching permitted as follows:
 - -Excavation by hand or with a hand-driven trencher may be required
 - -Minimize trench width to the extent possible
 - -No disturbance permitted within ZONE A
 - -Maintain 2/3 or more of zone b in an undisturbed condition
- 3. Tunneling may be required for trenches deeper than 3'-0"

*SURFACE PROTECTION MEASURES

- 1. Wood chip mulch layer, 6"-12" depth; or
- 2. 4" wood chip mulch layer under 3/4" plywood; or
- 3. 4" gravel over staked geotextile fabric
- 4. 4" wood chip mulch layer under steel plates;
- 5. 4" wood chip mulch layer under logging road mats

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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

ENGINEER DATE

TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO.

TREE PROTECTION ZONE (TPZ)

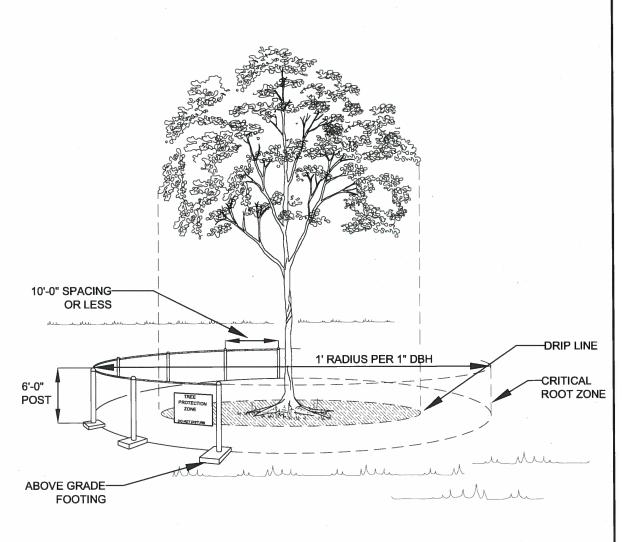
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

The location of the Tree Protection Zone is at the edge of the Critical Root Zone OR Drip Line, whichever is greater, or area as defined by the projects arborist.

For Critical Root Zone and Drip Line measurements see TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-08.

TREE PROTECTION FENCING

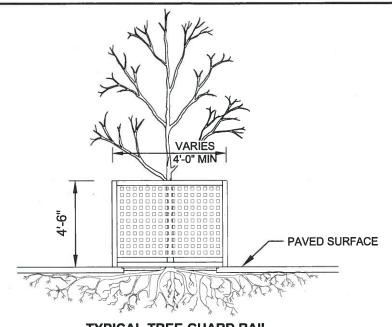
- Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's arborist.
- Fencing shall be secured 6 foot metal posts with movable footings located above ground. metal posts shall not be more than 10 feet apart.
- 3. Fencing shall be flush with the initial undisturbed grade.
- Signs shall be attached to the fencing stating that the tree is designated for protection and the area inside the fencing is a TPZ, which is not to be disturbed unless prior approval has been obtained from the city and/or the project's arborist.
- Maintain the fencing in place until the city authorizes removal or a final certificate of occupancy is issued, whichever occurs first.
- Ensure that any landscaping done in the TPZ, subsequent to the removal of the fencing, shall be accomplished with light machinery or hand labor.
- No construction activity shall occur within the TPZ, including but not limited to: -but not infined to:
 -Dumping or storage of materials such as building supplies, soil, waste items, and
 -storage of vehicles or equipment

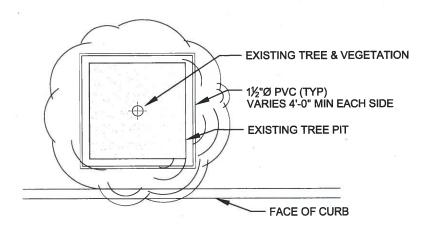


CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS** APPROVED FOR PUBLICATION

TREE PROTECTION **DURING CONSTRUCTION**

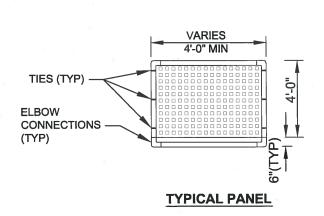
STANDARD PLAN NO.

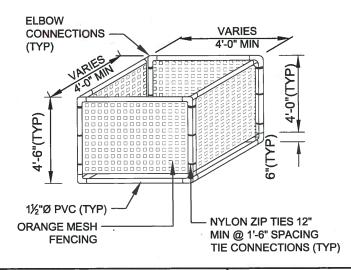




TYPICAL TREE GUARD RAIL

PLAN VIEW





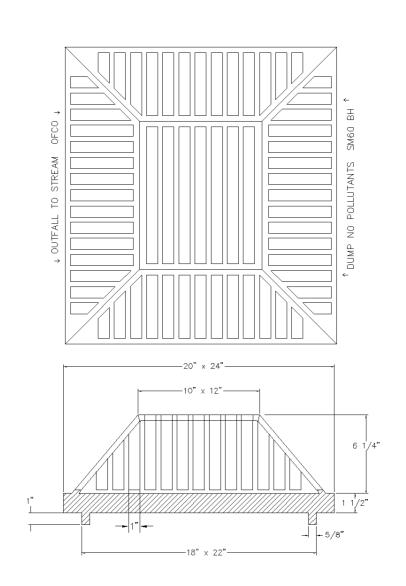
CITY OF TACOMA
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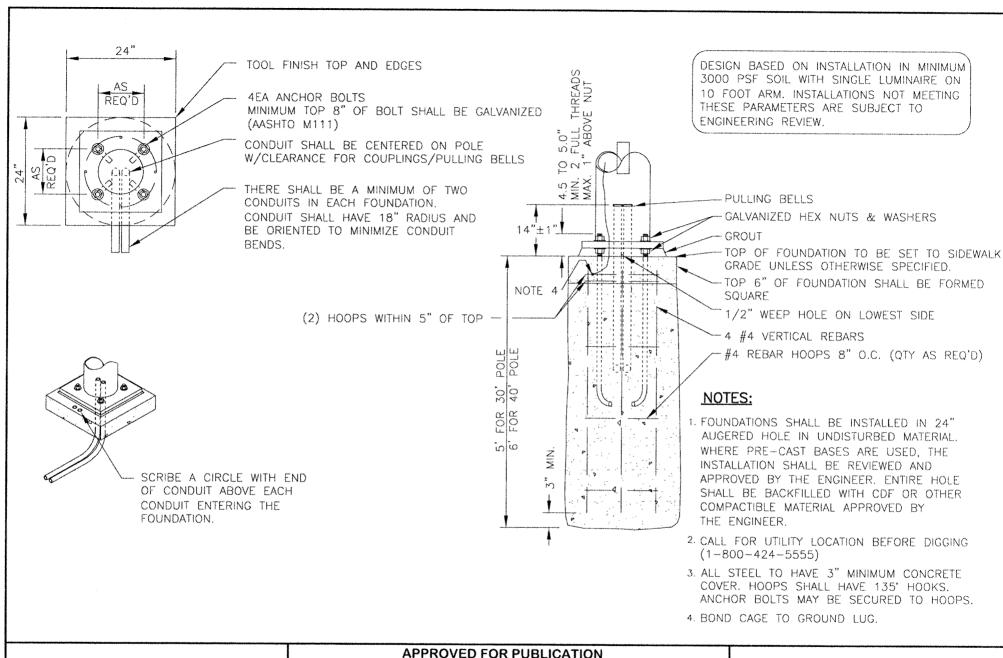
CITY ENGINEER 7/6/15

REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS

STANDARD PLAN NO.



			1				
NOTES:		OLYMP	OLYMPIC FOUNDRY INC.				
		BEEHIVE GRATE FOR USE WITH SM60 20" X 24" FRAME					
MATL: Ductile Iron ASTM A536, CL80-55-06		RATING: H-20	PART NO. SI	M60BH			
APPROX WT: 100 Lbs		REV: A DATE: 7/3/2003 New border				REV	
DOCUMENT APPROVED DWN: CL DATE: 7/3/2003		TOLERANCE XX +1	REV: DATE:		Α		
BY: DATE:	CHKD: CL DATE: 7/3/2003	XXX +06 XXXX +030 < +- 2 DEG	DWG #: SM60 BH		SCALE: N/A	SHEET:	1 OF 1



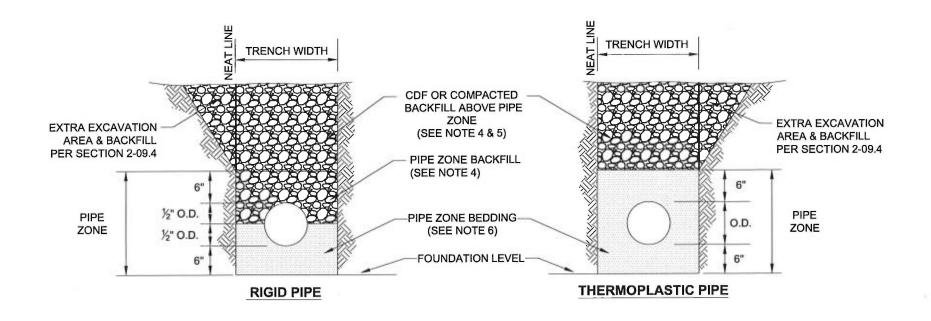
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

3/19/03
CITY ENGINEER DATE 2/4/03

STREETLIGHT FOUNDATION 30' & 40'

STANDARD PLAN NO.

SL-02



NOTES:

- 1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
- 2. Hand tamp under haunches.
- 3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
- 4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
- 5. All trenches shall be compacted in accordance with SU-28.
- Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

DCS REVIEWED BY

PUBLIC WORKS

TACOMA POWER

ENVIRONMENTAL SERVICES NA TACOMA WATER

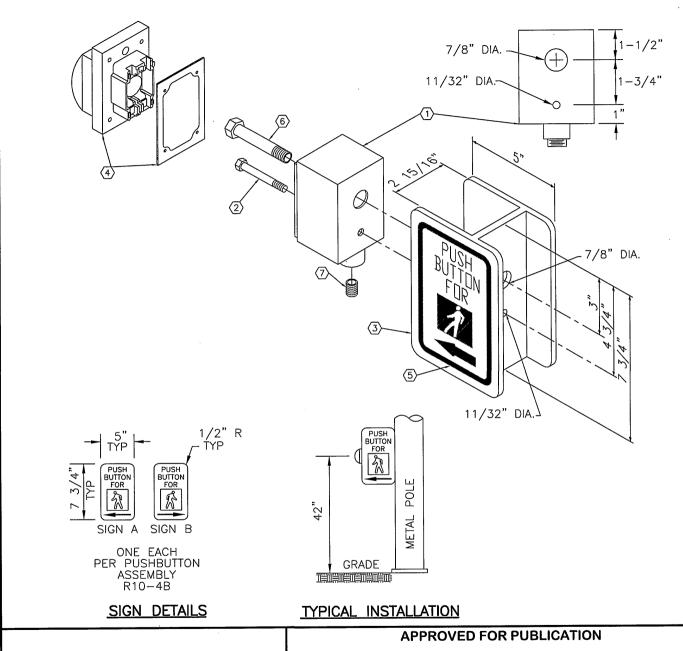


APPROVED FOR PUBLICATION

2 8/16/16 CITY ENGINEER DAT CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

STANDARD PLAN NO.

SU-16



CITY ENGINEER

CONSTRUCTION NOTES

- (1) FD-1-50-A CAST ALUMINUM BOX
- 5/16 INCH STAINLESS HEX BOLT WITH LOCK WASHER. DRILL & TAP POLE FOR 5/16 INCH STAINLESS STEEL BOLT.
- (3) H-TYPE EXTRUDED ALUMINUM OR FABRICATED APPROVED EQUAL
- 4 BUTTON, PLATE, STAINLESS STEEL FASTENERS & GASKET. PUSHBUTTON MECHANISM MUST HAVE MINIMUM OF 1/8 INCH OVER TRAVEL. REES #1371-412 OR APPROVED EQUAL.
- SIGN TO BE SCREENED ON BOTH FACES OF EXTRUDED ALUMINUM OR ON SEPARATE PANELS
- (6) 1/2 INCH CHASE NIPPLE W/NPT
- 7 1/2 INCH ALUMINUM PLUG (DRILL 1/8 INCH DRAIN HOLE)

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

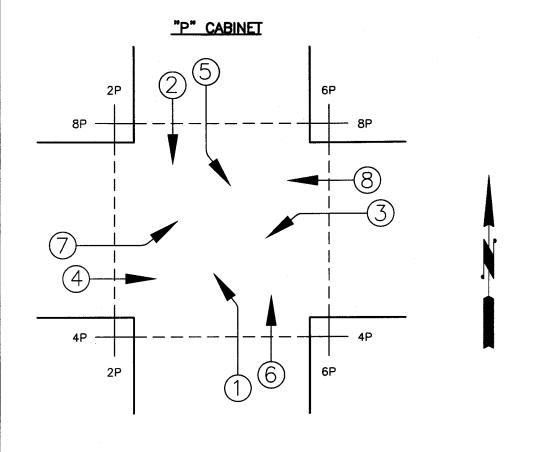
2/11/05

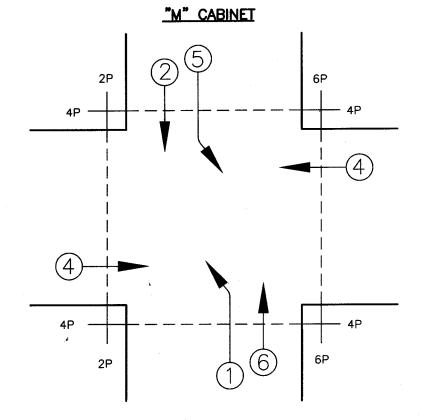
H-TYPE PEDESTRIAN PUSHBUTTON ASSEMBLY

STANDARD PLAN NO.

2/4/03

TS-03





PEDESTRAIN SIGNAL WIRING

RED N/S — DW
GREEN N/S — WK
ORANGE E/W — DW
BLACK E/W — WK
WHITE NEUTRAL

PEDESTRAIN PUSH BUTTON WIRING

RED N/S GREEN SPARE ORANGE SPARE *BLACK E/W

WHITE COMM BETWEEN PUSH BUTTONS

*BLACK USED WHEN ONLY ONE PUSH BUTTON IS USED FOR CROSSING EITHER STREET.

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER DATE

TRAFFIC SIGNAL PHASE ORIENTATION

STANDARD PLAN NO.

TS-15

APPENDIX B

TACOMA LINK LIGHT RAIL STANDARD OPERATING PROCEDURES AND ROW PERMIT FORM



Revision: 1.0

Effective Date: 09/20/2021

Standard Operating Procedure
Section 1: General and
Administrative
Page 1 of 8

Issuing Division: Tacoma Link Light Rail

Right-of-Way Work Request

DocuSigned by:	
Approved by: Robert Blackburn	Date: 9/9/2021
Robert Blackburn, Dirrecte54, 작성은 BY # Link Light Rail	

1.0 PURPOSE

- 1.1 To provide a process for managing work requests when work is being performed within the TLLR ROW.
- 1.2 The COT has authorized ST to construct and operate a fixed rail guideway system on the public right-of-way.

2.0 SCOPE

2.1 The following procedure and requirements must be adhered to and satisfied by the requestor requesting authorization to access the TLLR ROW.

3.0 ROLES AND RESPONSIBILITIES

Role	Responsibility		
Controller	The Controller may grant special authorization to commence emergency work as needed without a work permit.		
Permit requestor	 Must have an approved COT work permit for work requiring COT approval. Must submit a work plan 15 business days (3 weeks) prior to starting activity if work requires access to the TKW, impacts service, causes real estate issues, or for insurance requirements. Existing contracts and documentation of "Call Before You Dig" Center or required contractual agreements must be on hand. Call the TLLR track access coordinator for review and approval. Must have an approved work permit, associated work and safety plan in their possession prior to commencement of work. 		



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Right-of-Way Work Request

Is responsible to reimburse ST for all labor, equipment, vehicles, materials, power downs and overhead expenses incurred because of supporting their work. Typical
expenses include, but are not limited to, engineering, administrative support, field meetings/reviews and other assistance provided or required by ST. • Method of payment from contractor to ST will be determined by ST. • Must comply with all safety requirements including, but not limited to field supervision, communication device(s), reflective safety vests, hard hats, safety glasses, security, health, safety and environmental, etc. • Must stop work in progress and immediately notify ST if work in progress deviates in any way from the written plans submitted and approved by ST. • Must notify the Controller before commencing and completion of work. Notify the Controller that the work area is clear of personnel and equipment. • Note: During afterhours, notify the Systems Maintenance Supervisor before commencing and completion of work. Notify the Systems Maintenance Supervisor that the work area is clear of personnel and equipment. • Will not access tracks with personnel, vehicles, equipment or machinery without permission of the Controller. • Excavations within five (5) feet of either side of buried signals, power and communication cables will require ST personnel present at the site. • Cables crossing the track(s) must comply with both NESC clearances and pertinent TLLR requirements. • Contractor will not foul tracks without prior authorization. Flagger(s) are required when tracks are fouled.



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Right-of-Way Work Request

Role	Responsibility		
	 If the contractor is authorized by ST to perform work on the ROW that moves, disturbs or modifies ST's property in any manner the contractors shall, at their own expense, restore the property to the same condition before the work was performed. Such restoration must be to the satisfaction of the Director of Tacoma Link Operations or designee. Must comply with all applicable federal, state and local laws, regulations and standards affecting their work. Is limited to any rights or licenses that may be granted to the contractor, ST reserves the right to use and maintain its entire property. This includes ST's right to construct, maintain, repair, renew, use, operate, change or modify platforms, signals, communication, fiber optics, power or other wire lines, pipelines and other facilities upon, along or across any or all parts of its property. All or any of the above mentioned uses and maintenance may be freely done at any time by ST without liability to the contractor or any other party for compensation or damages. 		
Contractor	 The contractor is required to comply with ST's insurance specifications. Prior to commencing work for TLLR, on, over or under the TLLR ROW, the contractor shall furnish ST with CERTIFICATE(S) OF INSURANCE and with all applicable endorsements evidencing their insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by ST are subject to review and approval by ST's Director of Risk Management. 		



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Right-of-Way Work Request

Role	Responsibility		
	 ST reserves the rights to require complete, certified copies of all required policies at any time. If the work on, over or under the TLLR ROW will exceed one (1) year – or, if any of contractor's applicable insurance coverages expire prior to completion of the work – the contractor will provide a renewal or replacement certificate before continuing work on, over or under the ROW. 		

4.0 DEFINITIONS

Acronym, Word or Phrase	Definition
Controller	The designated employee on duty having authority over the entire operation of TLLR System.
СОТ	City of Tacoma
EIS	Employee in Support - The designated TLLR systems maintenance personnel with a current ROW certification who provides periodic access and monitoring of work groups.
Emergency Permit	A permit that is requested after the ROW procedure deadline and must be issued to address potential unsafe conditions, or catastrophic consequences to equipment.
Fouling	Workers, equipment or materials within the defined ROW.
LOTO	Lockout/Tagout - A system used to isolate equipment where an unexpected start-up or energization could occur and cause injury or damage to equipment.
LRV	Light Rail Vehicle
NESC	National Electric Safety Code



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Right-of-Way Work Request

	1	
OCS	Overhead Catenary System -The overhead wires and equipment that distribute electric power from substations to light rail	
	vehicles.	
OMF	Operations and Maintenance Facility	
ROW	Right-of-Way - The area at track level or above track level 4 feet	
	from the centerline of the track, all ST buildings/property,	
	substations and 10 feet from overhead catenary poles and	
	wires.	
ROW work	A document used by non-TLLR personnel to request	
request/work	authorization to perform work on, near, or adjacent to the	
permit form	ROW, which has the potential to affect operations. Once	
	approved, this document serves as written authorization to	
	allow such work to be performed and restricts such work to	
	specific areas and times. Herein referred to as permit requests	
	or work permits once authorized.	
ST	Sound Transit	
Systems	Maintenance subject matter experts that sign off on and support	
Maintenance	permits, which affect any part of the TLLR System.	
Personnel		
Track Access	Responsible for the coordination and management of all work	
Coordinator	performed on the ROW by non-TLLR personnel. Manages the	
	scheduling, and authorization of access to employees and	
	contractors to perform work on, near or adjacent to the ROW	
	or any ST facilities.	
TKW	Trackway - Area extending 4 feet from the center line of a track	
	or each track if double tracks that does not allow the	
	movement of an LRV or other rail mounted equipment past	
	workers.	
TLLR	Tacoma Link Light Rail	



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Right-of-Way Work Request

Work Plan	An outline of all tasks associated with work related to the		
	permit request, including but not limited to; date range of		
	planned work, list of participant's names, individual roles and		
	responsibilities, detailed work description, maps,		
	tools/equipment listing, and a worksite safety plan.		

5.0 REQUIREMENTS

- 5.1 All personnel except for TLLR personnel must have an approved work permit prior to performing work within the TLLR ROW.
- 5.2 All permit requests must include a comprehensive description of planned work. Work plans are required to adequately describe the scope of planned work.
- 5.3 Work that is scheduled to last more than one week must have a work plan with each permit request submittal.
- 5.4 Work plans must be updated appropriately as the work progresses.
- 5.5 Permit requests containing work plans that may potentially impact service or requiring OCS power removal must be submitted to the track access email address within 15 business days (3 weeks) prior to starting work for review and approval.
- 5.6 Permit requests that will not have any impact to service must be submitted to the track access coordinator 10 business (2 weeks) prior to starting work for review and approval.
- 5.7 Any work that has a potential to come within 10 feet of the OCS requires deenergization and LOTO by Systems Maintenance.
 - 5.7.1 This must be indicated on the permit.
 - 5.7.2 When LOTO is applied, a hasp shall be applied to allow the contractor to apply their secure lock.
- 5.8 TLLR Operations reserves the right to cancel authorization for any work performed in or near the ROW at any time.
- 5.9 In the event of an emergency that requires immediate action to safeguard persons or property, TLLR may permit immediate access to the ROW as needed without a permit.



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Right-of-Way Work Request

- **5.10** Primary contractors and subcontractors are required to obtain permits for their work.
 - 5.10.1 Subcontractors will not be allowed to work under the permit of the primary contractor/permit holder.
- 5.11 All personnel who perform work within the TLLR ROW must have successfully completed the appropriate TLLR ROW safety training course.
- 5.12 All persons working in the ROW must have their valid/current ROW card in their possession.
 - 5.12.1 ROW training is valid for one year and must be updated after expiration prior to entering the ROW.
- 5.13 All persons in the ROW, whether TLLR employees or others, shall immediately follow all orders from the Controller unless it is unsafe to do so.

6.0 PROCEDURES

- 6.1 To Obtain a ROW work request/work permit form, contact TLROWWorkPermit@soundtransit.org
- 6.2 The completed work permit request must be submitted as a word document no later than Monday at 08:00 am for the Permit Week beginning the following Monday.
- 6.3 The Permit Week begins each Monday morning at 00:01 and ends the following Sunday at 24:00.
- 6.4 Note: If a permit request is not submitted before the deadline, contact <u>TLROWWorkPermit@soundtransit.org</u> or the Controller at 253-255-8442 for next steps.
- 6.5 Work plans shall be submitted with the ROW work request/work permit form.
- 6.6 TLLR transportation and systems maintenance representatives will meet to review permit requests and any associated work plans.
 - 6.6.1 Support requirements, operational constraints and availability will be determined at this meeting.
- 6.7 Permit requestor(s) or representatives must attend the ROW work permit coordination meeting conducted at 13:00 on Wednesdays at the TLLR OMF 802 E 25th Street, Tacoma, WA 98421.



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Right-of-Way Work Request

- 6.7.1 At this meeting, permit requestor(s) or representatives will meet with TLLR track access staff.
- 6.7.2 The upcoming week's track access schedule will be reviewed and scheduling conflicts or questions concerning the work will be discussed.
- 6.8 Following signature approval, a PDF file of the original permit will be sent to the requester no later than the end of business on Friday.
- 6.9 The permit requestor, after receiving a copy of the completed and approved work permit, may plan the work per the instructions on the approved work permit.
- 6.10 Copies of all approved work permits will be placed in the ROW work permit logbook kept in the control room, electronic copies on Share Point, and ROW calendar on Share Point.
- 6.11 The requestor on-site representative will need to call the Controller to activate the permit prior entering the ROW and commencing the work. When finish with work call the Controller to deactivate the permit.
- **6.12** A copy of the approved work permit must be in the possession of the work party at the worksite.
 - **6.12.1** Failure to produce a valid work permit upon request will result in removal of the work party from the ROW.
- 6.13 Once the work permit is issued, the conditions on a work permit may only be revised after direct communication between the TLLR track access coordinator and the systems maintenance representative signatory on the permit.
- **6.14** Changes to dates, worker protections, etc. require that a revised permit be scanned to the Controller and filed with the original permit.

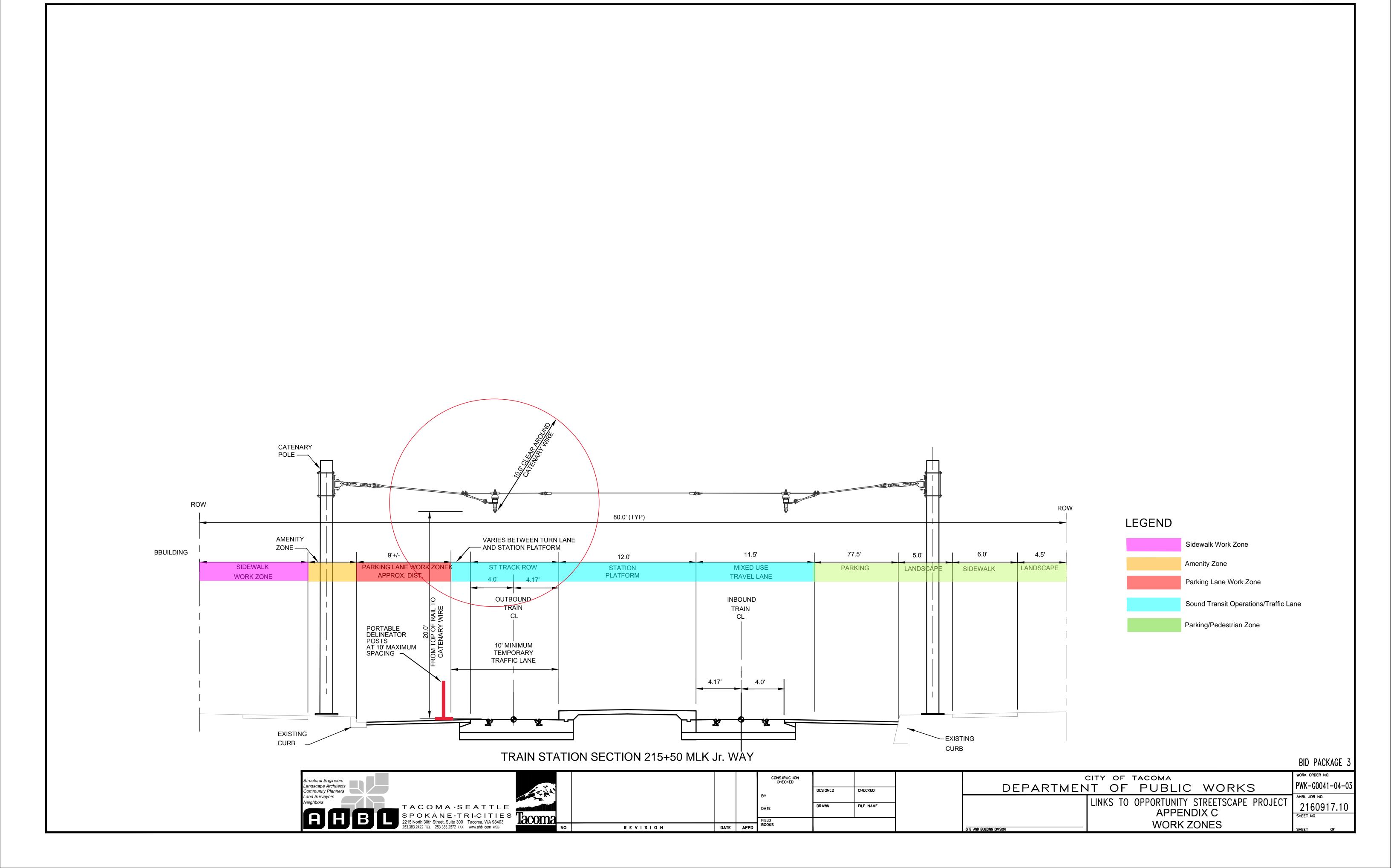
7.0 REVISION HISTORY/SUMMARY OF CHANGES

7.1 Contains a brief summary and the date of any revisions made.

Revision #	Description	Date
1.0	Initial Release	09/20/2021

APPENDIX C

WORK ZONE EXHIBIT



APPENDIX D

INADVERTENT DISCOVERY PLAN



Appendix D

PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS¹

PROJECT TITLE: Links to Opportunity Bid Package 3

COUNTY WASHINGTON: Pierce

Project Tracking Code: 2019-01-00331

Section, Township, Range: T20N R3E S5

1. INTRODUCTION

The following Inadvertent Discovery Plan (IDP) outlines procedures to perform in the event of discovering archaeological materials or human remains, in accordance with state and federal laws.

2. RECOGNIZING CULTURAL RESOURCES

A cultural resource discovery could be prehistoric or historic. Examples include:

- a. An accumulation of shell, burned rocks, or other food related materials.
- b. Bones or small pieces of bone.
- c. An area of charcoal or very dark stained soil with artifacts.
- d. Stone tools or waste flakes (i.e. an arrowhead. or stone chips).
- e. Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years.
- f. Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

3. ON-SITE RESPONSIBILITIES

STEP 1: *Stop Work*. If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately. Notify the appropriate party(s). Leave the surrounding area untouched, and provide a demarcation adequate to provide the total security, protection, and integrity of the discovery. The discovery location must be secured at all times by a temporary fence or other onsite security.

STEP 2: Notify Archaeological Monitor or Licensed Archaeologist. If there is an

¹ If you need this document in a format for the visually impaired, call Water Quality Reception at Ecology, (360) 407-6600. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

Archaeological Monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the outlined procedure.

STEP 3: *Notify the Project Manager* of this project and contact the Ecology Staff Project Manager, or other applicable contacts:

Project Manager Ecology Cultural Resource Specialist

Name: Jon Kulju Name: Matthew Sterner, M.A.

Phone: 253-591-5204 Phone: 360-586-3082

Email: jkulju@cityoftacoma.org Email: matthew.sterner@dahp.wa.gov

Assigned Alternates:

Assigned Project Manager Alternate: Ecology Staff Project Manager

Name: Tim Nelson

Phone: 253-594-7919

Name: Dennis Wardlaw
Phone: 360-586-3085

Email: tnelson4@cityoftacoma.org Email: dennis.wardlaw@dahp.wa.gov

The Project Manager or applicable staff will make all calls and necessary notifications. If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection and to shield them from being photographed. Do not call 911 or speak with the media. Do not take pictures unless directed to do so by DAHP. See Section 5.

4. FURTHER CONTACTS AND CONSULTATION

A. Project Manager's Responsibilities:

- Protect Find: The Project Manager is responsible for taking appropriate steps to protect the discovery site. All work will stop immediately in a surrounding area adequate to provide for the complete security of location, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- *Direct Construction Elsewhere on-Site*: The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- Contact Senior Staff: If the Senior Staff person has not yet been contacted, the Project Manager must do so.

B. Senior Staff Responsibilities:

• *Identify Find*: The Senior Staff (or a delegated Cultural Resource Specialist), will ensure that a qualified professional archaeologist examines the area to determine if there is an archaeological find.

- o If it is determined not to be of archaeological, historical, or human remains, work may proceed with no further delay.
- If it is determined to be an archaeological find, the Senior Staff or Cultural Resource Specialist will continue with all notifications.
- O If the find may be human remains or funerary objects, the Senior Staff or Cultural Resource Specialist will ensure that a qualified physical anthropologist examines the find. If it is determined to be human remains, the procedure described in Section 5 will be followed.
- *Notify DAHP*: The Senior Staff (or a delegated Cultural Resource Specialist) will contact the involved federal agencies (if any) and the Washington Department of Archaeology and Historic Preservation (DAHP).
- *Notify Tribes*: If the discovery may be of interest to Native American Tribes, the DAHP and Ecology Supervisor or Coordinator will coordinate with the interested and/or affected tribes.

General Contacts

Federal Agencies:

State Agencies:

Agency: WSDOT	Agency: City of Tacoma
Name: Dawn Fletcher	Name: Reuben McKnight
Title: Local Programs	Title: Historic Preservation Officer
Number: 360-357-2630	Number: 253-591-5220

Department of Archaeology and Historic Preservation:

Dr. Allyson Brooks	Rob Whitlam, Ph.D.
State Historic Preservation Officer	Staff Archaeologist
360-586-3066	360-586-3050

The DAHP or appropriate Ecology Staff will contact the interested and affected Tribes for a specific project.

Tribes consulted on this project are:

Tribe:	Tribe:
Name:	Name:
Title:	Title:
Phone:	Phone:
Email:	Email:

^{***}Tribes listed above were contacted. Their responses, if any, will be included as a supplement to this document.

Further Activities

- Archaeological discoveries will be documented as described in Section 6.
- Construction in the discovery area may resume as described in Section 7.

5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Do not take photographs by any means, unless you are pre-approved to do so.

If the project occurs on federal lands or receives federal funding (e.g., national forest or park, military reservation) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal lands are on an easement and are not owned by the state.

If the project occurs on non-federal lands, the Project Manager will comply with applicable state and federal laws, and the following procedure:

A. In all cases you must notify a law enforcement agency or Medical Examiner/Coroner's Office:

In addition to the actions described in Sections 3 and 4, the Project Manager will immediately notify the local law enforcement agency or medical examiner/coroner's office.

The Medical Examiner/Coroner (with assistance of law enforcement personnel) will determine if the remains are human, whether the discovery site constitutes a crime scene, and will then notify DAHP.

Enter contact information below:

Pierce County Chief Medical Examiner Karen Cline-Parhamovich, D.O. 253-798-6494

B. Participate in Consultation:

Per RCW 27.44.055, RCW 68.50, and RCW 68.60, DAHP will have jurisdiction over non-forensic human remains. Ecology staff will participate in consultation.

Further Activities:

- Documentation of human skeletal remains and funerary objects will be agreed upon through the consultation process described in RCW 27.44.055, RCW 68.50, and RCW 68.60.
- When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

6. DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D until a formal Determination of Eligibility is made.

Project staff will ensure the proper documentation and field assessment will be made of any discovered cultural resources in cooperation with all parties: the federal agencies (if any), DAHP, Ecology, affected tribes, and a contracted consultant (if any).

All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on a cultural resource site or isolate form using standard and approved techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for minimal subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

Cultural features, horizons and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or to interpret complex stratigraphy. A test excavation unit or small trench might also be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience, and the chronology of ownership, custody and location recorded with precision.

Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.

Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant ¼-inch mesh. All prehistoric and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, Ecology and the affected tribes.

Within 90 days of concluding fieldwork, a technical report describing any and all monitoring and resultant archaeological excavations will be provided to the Project Manager, who will forward the report for review and delivery to Ecology, the federal agencies (if any), DAHP, and the affected tribe(s).

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 will be followed.

7. PROCEEDING WITH WORK

Work outside the discovery location may continue while documentation and assessment of the cultural resources proceed. A professional archaeologist must determine the boundaries of the discovery location. In consultation with Ecology, DAHP and any affected tribes, the Project Manager will determine the appropriate level of documentation and treatment of the resource. If there is a federal nexus, Section 106 consultation and associated federal laws will make the final determinations about treatment and documentation.

Work may continue at the discovery location only after the process outlined in this plan is followed and the Project Manager, DAHP, any affected tribes, Ecology (and the federal agencies, if any) determine that compliance with state and federal law is complete.

8. RECIPIENT/PROJECT PARTNER RESPONSIBILITY

The Project Recipient/Project Partner is responsible for developing an IDP. The IDP must be immediately available onsite, be implemented to address any discovery, and be available by request by any party. The Project Manager and staff will review the IDP during a project kickoff or pre-construction meeting.

We recommend that you print images in color for accuracy.

You see chipped stone artifacts.



- Glass-like material
- Angular
- "Unusual" material for area
- "Unusual" shape
- Regularity of flaking
- Variability of size



You see ground or pecked stone artifacts.









- Striations or scratching
- Unusual or unnatural shapes
- Unusual stone
- Etching
- Perforations
- Pecking
- Regularity in modifications
- Variability of size, function, and complexity

You see bone or shell artifacts.



- Often smooth
- Unusual shape
- Carved
- Often pointed if used as a tool
- Often wedge shaped like a "shoehorn"



You see bone or shell artifacts.



- Often smooth
- Unusual shape
- Perforated
- Variability of size



You see fiber or wood artifacts.



- Wet environments needed for preservation
- Variability of size, function, and complexity
- Rare





You see historic period artifacts.







You see strange, different or interesting looking dirt, rocks, or



- Human activities leave traces in the ground that may or may not have artifacts associated with them
- "Unusual" accumulations of rock (especially fire-cracked rock)
- "Unusual" shaped accumulations of rock (e.g., similar to a fire ring)
- Charcoal or charcoal-stained soils
- Oxidized or burnt-looking soils
- Accumulations of shell
- Accumulations of bones or artifacts
- Look for the "unusual" or out of place (e.g., rock piles or accumulations in areas with few rock)

ECY 070-560

You see strange, different or interesting looking dirt, rocks, or



- "Unusual" accumulations of rock (especially fire-cracked rock)
- "Unusual" shaped accumulations of rock (e.g., similar to a fire ring)
- Look for the "unusual" or out of place (e.g., rock piles or accumulations in areas with few rock)

You see strange, different or interesting looking dirt, rocks, or



You see historic foundations or buried structures.



10

APPENDIX E

ACCESSIBILITY WORK PLAN

Resident (Person)
Resident (Business)
Business/Commercial

owned by a person owned by an LLC

6th Ave to S 7th St

Parc	cel No.	Address	Owner	Business/Resident	TCE / Permit
1	2006210040	601 M.L.K. Jr Way, Tacoma, WA 98405	Multicare Health System	(Vacant Commercial)	-
2	2006210050	609 M.L.K. Jr Way, Tacoma, WA 98405	Multicare Health System	(Resident type structure)	-
3	2006210060	611 M.L.K. Jr Way, Tacoma, WA 98405	Alder Real Estate LLC	Resident	Permit
4	2006210070	615 M.L.K. Jr Way, Tacoma, WA 98405	Alder Real Estate LLC	Resident (Duplex)	Permit
5	2006210080	617 M.L.K. Jr Way, Tacoma, WA 98405	Teodoro Rolando S	Resident (Duplex)	Permit
6	2006210090	619 M.L.K. Jr Way, Tacoma, WA 98405	Quackenbush Judith H TTEE	Resident (Fourplex)	Permit
7	2006210100	621 M.L.K. Jr Way, Tacoma, WA 98405	Brubaker Cody	Resident	Permit
8	2006210110	623 M.L.K. Jr Way, Tacoma, WA 98405	L Cubed LLC	Resident (Duplex)	Permit
9	2006230012	1112 6TH AVE, Tacoma, WA 98405	HR Acquisition I Corporation	Tacoma Medical Center	Permit

S 7th St to S 8th St

Parcel N	No.	Address	Owner	Business/Resident	TCE / Permit
10	2007210022	1020 S 7TH ST, Tacoma, WA 98405	Craftsman Consulting LLC	(Vacant Residential)	-
11	2007210023	705 M.L.K. Jr Way, Tacoma, WA 98405	Pham Lang & Hoang Quyen	Resident (Triplex)	Permit
12	2007210050	707 M.L.K. Jr Way, Tacoma, WA 98405	707 LLC	Multi Family (10)	Permit
13	2007210060	711 M.L.K. Jr Way, Tacoma, WA 98405	723 MLK LLC	Haanger Inc. Prosthetics & Orthotics	-
14	2007210070	723 M.L.K. Jr Way, Tacoma, WA 98405	723 MLK LLC	Haanger Inc. Prosthetics & Orthotics	-
15	2007210090	721 to 723 S K ST, Tacoma, WA 98405	723 MLK LLC	Haanger Inc. Prosthetics & Orthotics	-
16	2007220100	702 M.L.K. Jr Way, Tacoma, WA 98405	Pennington LLC	Pennington Apartments	-
17	2007220110	708 M.L.K. Jr Way, Tacoma, WA 98405	Kidd-Jeffery Kimberly	Resident	-
18	2007220120	712 M.L.K. Jr Way, Tacoma, WA 98405	Phoebe House Assoc.	Retirement Home	-
19	2007220130	716 M.L.K. Jr Way, Tacoma, WA 98405	Phoebe House Assoc.	Resident (Duplex)	-
20	2007220140	718 M.L.K. Jr Way, Tacoma, WA 98405	Peters James H & Onica I Taylor	Acupuncture Clinic of Tacoma	-
21	2007220160	722 M.L.K. Jr Way, Tacoma, WA 98405	Peters James H & Onica I Taylor	Acupuncture Clinic of Tacoma	-

S 8th St to S 9th St

Parc	el No.	Address	Owner	Business/Resident	TCE / Permit
22	2008210010	801 M.L.K. Jr Way, Tacoma, WA 98405	801 MLK LLC	Kelly Arms Apartments	-
23	2008210030	805 M.L.K. Jr Way, Tacoma, WA 98405	Marshall Clifford E & Catherine A	Resident (Duplex)	-
24	2008210040	813 M.L.K. Jr Way, Tacoma, WA 98405	Roberson Fred R	Tacoma Recovery Café	TCE
25	2008210070	819 M.L.K. Jr Way, Tacoma, WA 98405	Vail David B	Vail / Cross & Associates Attorneys	-
26	2008210080	821 M.L.K. Jr Way, Tacoma, WA 98405	Vail David B	Vail / Cross & Associates Attorneys	-

27	2008220011	802 to 804 M.L.K. Jr Way, Tacoma, WA 98405	MHNW 17 MLK Senior Housing LLLP	Mercy Rosa Franklin Place	-
28	2008220030	806 M.L.K. Jr Way, Tacoma, WA 98405	Koz on MLK LLC	Koz on MLK	-
29	2008220040	808 M.L.K. Jr Way, Tacoma, WA 98405	Koz on MLK LLC	Koz on MLK	-
30	2008220050	824 M.L.K. Jr Way, Tacoma, WA 98405	Koz on MLK LLC	Koz on MLK	-

S 9th St to S 10th St

Paro	cel No.	Address	Owner	Business/Resident	TCE / Permit
31	2009210011	901 M.L.K. Jr Way, Tacoma, WA 98405	Khushi and Harsh LLC	(Shell Gas Station)	-
32	2009210012	901 M.L.K. Jr Way, Tacoma, WA 98405	Khushi and Harsh LLC	(Shell Gas Station)	-
33	2009210020	911 M.L.K. Jr Way, Tacoma, WA 98405	Khushi and Harsh LLC	Main St Grocery, Main St Laundry, People's Barbershop	-
34	2009210030	913 M.L.K. Jr Way, Tacoma, WA 98405	Para Properties LLC	PH Consulting LLC	-
35	2009210040	917 M.L.K. Jr Way, Tacoma, WA 98405	Wentworth Investments LLC	Site Workshop (Landscape Architect)	-
36	2009210050	919 M.L.K. Jr Way, Tacoma, WA 98405	Wentworth Investments LLC	(Vacant / Unknown)	TCE
37	2009210060	923 M.L.K. Jr Way, Tacoma, WA 98405	Wentworth Investments LLC	Cross Engineers (Electrical Engineering)	TCE
38	2009220010	900 M.L.K. Jr Way, Tacoma, WA 98405	Metro Parks of Tacoma	People's Park	TCE
39	2009220080	924 M.L.K. Jr Way, Tacoma, WA 98405	Johnson Ronald K	Johnsons Candy, TSM Shop	TCE

S 10th St to S 11th St

Parcel No.		Address	Owner	Business/Resident	TCE / Permit
40	2010210010	1016 S 10th St, Tacoma, WA 98405	Hilltop Christian Center	Hilltop Christian Center	Permit
41	2010210020	1007 M.L.K. Jr Way, Tacoma, WA 98405	Schmidtke Julian & L Leslie	Basket Nook	TCE
42	2010200071	1011 M.L.K. Jr Way, Tacoma, WA 98405	ADG MLK LLC	(Vacant Lot)	-
43	2010220010	1002 M.L.K. Jr Way, Tacoma, WA 98405	Seabreeze Tacoma LLC	Marconi Chiropractic	-
44	2010220020	1010 to 1012 M.L.K. Jr Way, Tacoma, WA 98405	Le Dza-Thao H	Le-Le Restaurant	TCE
45	2010220030	1014 to 1016 M.L.K. Jr Way, Tacoma, WA 98405	ZRJ II LLC	Broken Spoke Bar/Barber, Grit City Ciderworks, Residential	TCE
46	2010220040	1018 M.L.K. Jr Way, Tacoma, WA 98405	Peterson Bros 1111 LLC	Hi-Gloss Photo Service	TCE
47	2010220050	1020 M.L.K. Jr Way, Tacoma, WA 98405	Nguyen Hung An The & Do Luy	Pho King	TCE
48	2010220060	1101 to 1111 S 11TH ST, Tacoma, WA 98405	Courtney Associates LLC	Hilltop Loans, Peterson Bros. 1111, Pho Bac Café	TCE

S 11th St to Earnest S Brazill St

Parcel No.		Address	Owner	Business/Resident	TCE / Permit
49	2011210091	1105 M.L.K. Jr Way, Tacoma, WA 98405	Forterra Hilltop West LLC	Tacoma Urban Performing Arts Center	TCE
50	2011220016	1102 S 11TH ST, Tacoma, WA 98405	Housing Authority of City of Tacoma	Harborstone Credit Union, Sound Outreach	-
51	2011220021	1110 to 1120 M.L.K. Jr Way, Tacoma, WA 98405	Kellogg Sicker Pochert LLC	Ice Cream Social, KSP Apartments, Red Elm Café, Zodiac Supper Club, Ascent Fitness	TCE
52	2011220041	1120 to 1124 M.L.K. Jr Way, Tacoma, WA 98405	Housing Authority of City of Tacoma	(Empty lot under construction)	TCE

PART 3

CITY OF TACOMA EQUITY IN CONTRACTING PROGRAM

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
10%	8%	14%

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

www.omwbe.diversitycompliance.com*

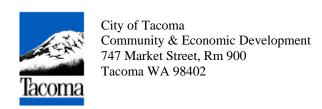
MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

Date of Record: 12/02/2022 Project Spec#: 2160917

Project Title: inks to Opportunity - MLK Jr Way from 6th to Earnest S Brazill (ESB aka 12th) + Side Streets Signage and

Striping at 6th, 9th & 11th

*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 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*.

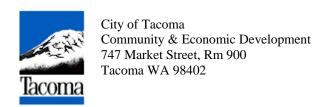
For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office* if you have any questions.

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.



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



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 know 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	æ:							
Address:				City/State/Zip:				
Spec. No	Base Bid '	* \$		Complete business name	s and phone numbers a	e required to verify	your usage of Certif	fied Businesses
Business	a. 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 Utili	ization %	j. WBE Utilization	%	k. SBE Util	ization %			
By signing and	d submitting this form the bide	der certifies that the	OMWBE Certified	Business(s) listed will	be used on this project	including all applic	able change orders.	
Type or Print N	Name of Responsible Officer / T	Γitle	Signature o	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.

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 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. 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 4

CITY OF TACOMA

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), 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 Trevorrow, 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

LEAP DOCUMENT SUBMITTALS:**

- 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
- □ LEAP Weekly Payroll Report: must be attached and filled out to the front of each certified payroll
- □ 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

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 as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.
- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.
- E. Utilization Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

- B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders <u>do not</u> 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 above \$1 million and is thusly subject to the:

- 1. 15% Local Employment Utilization Goal
- 2. 15% Apprentice 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 (<i>optional</i>): ☐ Asian/Pac	Isl. □ Black □ Hispanic □ Native American □ White □ Other			
Gender (<i>optional</i>): □ MALE □ FE	MALE			
Complete Physical Address (No PO Boxe	es):			
City: State: Zip:_	Telephone: Date of Hire:			
Apprenticeship County: Ap	pprentice 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 <u>and</u> provide evidence for each check)			
a. Resident (journey level or certified ap	prentice) within the geographic boundaries of the City of Tacoma			
b. Resident (journey level or certified ap Utilities Service Area	prentice) within Economically Distressed ZIP Codes of the Tacoma Public			
c. WA State Approved Apprentice living i \$1,000,000)	in the Tacoma Public Utilities Service Area (Only valid for projects over			
d. WA State Approved Apprentice *(Only County)	valid for contracts where 100% of work is performed outside of Pierce			
Signature of Employee:	Date:			
Contractor Representative:	Date:			

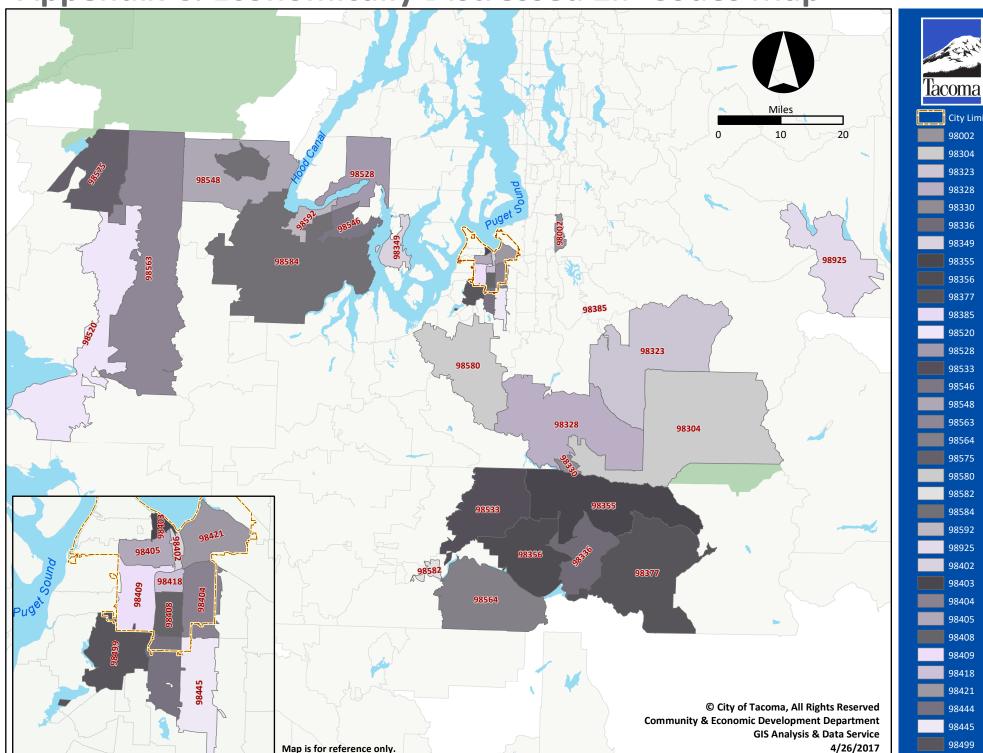
LEAP EMPLOYEE VERIFICATION FORM

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



Created by: aabramovich

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City Limits

Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

Tacoma	0.00%
Tacoma	7.20%
Tacoma	2.09%
Tacoma	0.17%
PLU	0.00%
Tacoma	0.44%
Tacoma	0.06%
University Place	0.09%
Lakewood	0.05%
Lakewood	0.26%
Aberdeen	0.00%
Allyn	0.97%
Belfair	0.31%
Cinebar	0.00%
Grapeview	0.00%
Hoodsport	0.00%
Lilliwaup	0.00%
Montesano	0.21%
Mossyrock	0.00%
Quinault	0.20%
Roy	2.02%
Salkum	0.00%
Shelton	10.31%
Silver Creek	0.00%
Toledo	1.93%
Union	0.00%
Yelm	0.00%
Easton	0.00%
	Tacoma Tacoma Tacoma PLU Tacoma Tacoma Tacoma Tacoma University Place Lakewood Lakewood Aberdeen Allyn Belfair Cinebar Grapeview Hoodsport Lilliwaup Montesano Mossyrock Quinault Roy Salkum Shelton Silver Creek Toledo Union Yelm

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Υ		Υ	Auburn
98304	Υ		Υ	Ashford/Rainier
98323	Υ	Υ	Υ	Carbonado
98328	Υ		Υ	Eatonville
98330	Υ		Υ	Elbe
98336	Υ		Υ	Glenoma
98349	Υ	Υ		Lakebay
98355		Υ	Υ	Mineral
98356	Υ	Υ	Υ	Morton
98377	Υ	Υ	Υ	Randle
98385		Υ	Υ	South Prairie
98402	Υ	Υ		Downton
98403	Υ	Υ		Stadium/St. Helens
98404	Υ	Υ		Eastside
98405	Υ	Υ		Hilltop/Central
98408	Υ		Υ	South End
98409	Υ	Υ		South Tacoma
98418	Υ		Υ	Lincoln/South End
98421	Υ	Υ	Υ	Port
98439	Υ	Υ		McChord AFB
98444	Υ	Υ		Parkland
98445	Υ		Υ	Midland
98499	Υ	Υ		Lakewood
98520	Υ	Υ	Υ	Aberdeen
98528	Υ		Υ	Belfair
98533		Υ	Υ	Cinebar
98546	Υ	Υ	Υ	Grapeview
98548	Υ	Υ	Υ	Hoodsport
98563	Υ	Υ	Υ	Montesano
98564	Υ	Υ	Υ	Mossyrock
98575	Υ		Υ	Quinault
98580	Υ		Υ	Roy
98582	Υ		Υ	Salkum
98584	Υ		Υ	Shelton
98591	Υ		Υ	Toledo
98592		Υ	Υ	Union
98925	Υ		Υ	Easton

PART 5

STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under <u>39.12 RCW</u>. 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 <u>39.12 RCW</u> 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.

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

Insurance Requirements
Template Revised 12/8/2022

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) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) 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.

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3.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of <u>City of Tacoma railroad right of ways.</u>

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

3.7 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.8 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

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