

City of Tacoma
Department of Public Works

SPECIFICATION NO. PW23-0051F

Streets Initiative Package #23

Project No. PWK-00434-23

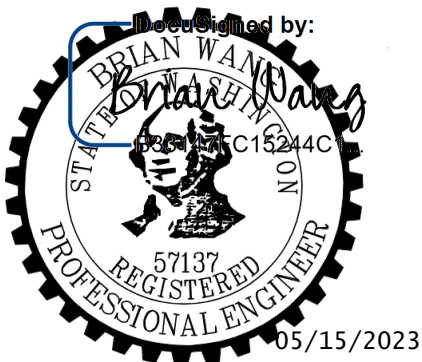
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

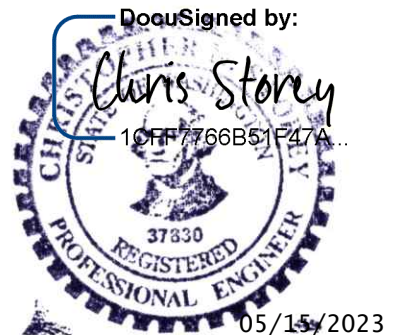
FOR

**SPECIFICATION NO.
PW23-0051F**

Streets Initiative Package #23



PROJECT NO. PWK-00434-23



Brian Wang, Project Engineer, P.E.
Engineering Division
Public Works Department

Room 544, Tacoma Municipal Building
Tacoma, Washington 98421-2711

Chris Storey, Project Manager, P.E.
Engineering Division
Public Works Department

Room 522, Tacoma Municipal Building
Tacoma, Washington 98421-2711

Josh Lauer, Project Manager
Engineering Division
Public Works Department

Room 522, Tacoma Municipal Building
Tacoma, Washington 98421-2711

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**City of Tacoma
Public Works Engineering**

**REQUEST FOR BIDS PW23-0051F
Streets Initiative Package #23**

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

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

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

Project Scope: This Contract shall generally consist of a grind and overlay of the roadway surface along all existing segments and new grade and pave with wedge curb on gravel road segments on Kellogg Street. New catch basins will be installed and catch basin maintenance will occur at all intersections as needed. Additionally, new street trees are to be installed.

Estimate: \$3,736,430

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 and in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting 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.

SPECIAL REMINDER TO ALL BIDDERS

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

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

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 before the bid is submitted:

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

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.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or economically distressed areas of the Tacoma Public Utilities service area.
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: 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 an economically distressed area of the Tacoma Public Utilities service area.

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW23-0051F

Streets Initiative Package #23

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-00434-23 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices.

NOTE:

1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.
3. The total base bid will be determined by adding the base bid of Schedule A and Schedule B.

All bid items are sorted in the following groups:

- **Schedule A: Road & Storm, Bid Items R1 – R69**
- **Schedule B: Sidewalk Program, Bid Items S1 – S11**

Schedule A: Road & Storm, Bid Items R1 – R69

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL AMOUNT
			Unit	No.		
R1	1-06	Roadway Surveying	Lump Sum	1	Lump Sum	\$ _____
R2	1-07	SPCC Plan	Lump Sum	1	Lump Sum	\$ _____
R3	1-09	Mobilization	Lump Sum	1	Lump Sum	\$ _____
R4	1-10	Pedestrian Traffic Control	Lump Sum	1	Lump Sum	\$ _____
R5	1-10	Project Temporary Traffic Control	Lump Sum	1	Lump Sum	\$ _____
R6	2-01	Clearing and Grubbing	Lump Sum	1	Lump Sum	\$ _____
R7	2-01	Certified Arborist	Force Account	1	\$ 10,000	\$ _____
R8	2-01	Subgrade Maintenance and Protection Plan	Lump Sum	1	Lump Sum	\$ _____
R9	2-02	Removal of Structures and Obstructions	Lump Sum	1	Lump Sum	\$ _____
R10	2-02	Existing Irrigation Systems	Force Account	1	\$10,000	\$ _____
R11	2-03	Roadway Excavation, Incl. Haul	Cu. Yd.	2800	\$ _____	\$ _____
R12	2-03	Gravel Borrow, Incl. Haul	Ton	150	\$ _____	\$ _____
R13	2-09	Structure Excavation Class B	Cu. Yd.	1123	\$ _____	\$ _____
R14	2-09	Shoring or Extra Excavation, Class B	Sq. Ft	7580	\$ _____	\$ _____
R15	5-04	Planing Bituminous Pavement	Sq. Yd.	1128	\$ _____	\$ _____
R16	2-14	Remove Existing Pavement, Type I, Class C6	Sq. Yd.	450	\$ _____	\$ _____
R17	2-14	Remove Existing Pavement, Type I, Class C12	Sq. Yd.	1060	\$ _____	\$ _____
R18	2-14	Remove Existing Pavement, Type I, Class A4	Sq. Yd.	14141	\$ _____	\$ _____
R19	2-15	Remove Curb	Lin. Ft.	1250	\$ _____	\$ _____
R20	2-16	Remove Manhole	Each	6	\$ _____	\$ _____
R21	2-19	Remove Catch Basin	Each	34	\$ _____	\$ _____

Contractor's Name: _____
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ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL AMOUNT
			Unit	No.		
R22	4-04	Crushed Surfacing Top Course	Ton	794	\$ _____	\$ _____
R23	4-04	Crushed Surfacing Base Course	Ton	3286	\$ _____	\$ _____
R24	5-04	HMA CL 1/2" PG 58H-22, per ton	Ton	2145	\$ _____	\$ _____
R25	5-04	HMA CL 1/2" PG 58H-22 for Pavement Patch, per ton	Ton	235	\$ _____	\$ _____
R26	5-05	HMA For Approach CL 1/2" PG 58H-22, per Sq. Yd.	Sq. Yd.	208	\$ _____	\$ _____
R27	5-05	Cement Concrete Pavement 8"	Sq. Yd.	1060	\$ _____	\$ _____
R28	7-05	Manhole 48 In. Diam. Type 1	Each	4	\$ _____	\$ _____
R29	7-05	Manhole 48 In. Diam. Type 2	Each	2	\$ _____	\$ _____
R30	7-05	Manhole 72 In. Diam. Type 2	Each	1	\$ _____	\$ _____
R31	7-05	Manhole 72 In. Diam. Type 3	Each	1	\$ _____	\$ _____
R32	7-05	Manhole Additional Height 48 In. Diam. Type 1	Lin. Ft.	20	\$ _____	\$ _____
R33	7-05	Catch Basin Type 1	Each	38	\$ _____	\$ _____
R34	7-05	Catch Basin Type 2	Each	8	\$ _____	\$ _____
R35	7-05	Adjust Existing Catch Basin	Each	22	\$ _____	\$ _____
R36	7-05	Adjust Existing Manhole	Each	22	\$ _____	\$ _____
R37	7-05	Adjust Existing Valve Chamber to Grade	Each	37	\$ _____	\$ _____
R38	7-05	D.I. Sewer Pipe, 12-In Diam	Lin. Ft.	698	\$ _____	\$ _____
R39	7-04	D.I. Sewer Pipe, 8-In Diam	Lin. Ft.	153	\$ _____	\$ _____
R40	7-05	PVC Sewer Pipe, 12-In Diam	Lin. Ft.	292	\$ _____	\$ _____
R41	7-05	PVC Sewer Pipe, 15-In Diam	Lin. Ft.	772	\$ _____	\$ _____
R42	7-05	Reconnect Existing Sewer Pipe, to New Structure	Each	37	\$ _____	\$ _____

Contractor's Name: _____
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ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL AMOUNT
			Unit	No.		
R43	7-05	Connect New Sewer Pipe, 12-In. Diam, to Existing Structure	Each	4	\$ _____	\$ _____
R44	7-05	Pothole Existing Utility	Each	37	\$ _____	\$ _____
R45	7-06	Connect Existing Sewer Pipe, 8-In Diam, to New Structure	Each	1	\$ _____	\$ _____
R46	7-06	Connect New Sewer Pipe, 15-In. Diam, to Existing Structure	Each	2	\$ _____	\$ _____
R47	7-08	CDF for Pipe Abandonment	Cu. Yd.	3	\$ _____	\$ _____
R48	7-17	Remove and Replace Unsuitable Material, Incl. Haul	Cu. Yd.	500	\$ _____	\$ _____
R49	7-17	Testing Sewer Pipe	Lin. Ft.	1594	\$ _____	\$ _____
R50	7-08	Temporary Storm Sewer Bypass Pumping Plan	Lump Sum	1	Lump Sum	\$ _____
R51	7-08	Temporary Storm Sewer Bypass	Lump Sum	1	Lump Sum	\$ _____
R52	8-01	Erosion/Water Pollution Control	Lump Sum	1	Lump Sum	\$ _____
R53	8-01	Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum	1	Lump Sum	\$ _____
R54	8-01	NPDES Construction Stormwater General Permit	Lump Sum	1	Lump Sum	\$ _____
R55	8-02	Site Restoration	Lump Sum	1	Lump Sum	\$ _____
R56	8-02	Plant Selection	Each	25	\$ _____	\$ _____
R57	8-04	Cement Conc. Traffic Curb and Gutter	Lin. Ft.	3400	\$ _____	\$ _____
R58	8-04	Cement Concrete Pedestrian Curb	Lin. Ft.	1000	\$ _____	\$ _____
R59	8-06	Cement Concrete Driveway Entrance	Sq. Yd.	185	\$ _____	\$ _____

Contractor's Name: _____
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ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL AMOUNT
			UNIT	No.		
R60	8-12	Cedar Plank Fence	Lin. Ft.	100	\$ _____	\$ _____
R61	8-13	Poured Monument	Each	14	\$ _____	\$ _____
R62	8-14	Cement Conc. Sidewalk	Sq. Yd.	950	\$ _____	\$ _____
R63	8-14	Cement Conc. Curb Ramp	Each	128	\$ _____	\$ _____
R64	8-20	Remove & Replace Junction Box	Each	2	\$ _____	\$ _____
R65	8-21	Permanent Signing	Lump Sum	1	Lump Sum	\$ _____
R66	8-22	Plastic Line	Lin. Ft.	150	\$ _____	\$ _____
R67	8-22	Plastic Stop Line	Lin. Ft.	20	\$ _____	\$ _____
R68	8-32	Traffic Circle	Each	1	\$ _____	\$ _____
R69	8-40	Historic Stamp Preservation	Each	8	\$ _____	\$ _____
Road & Storm Base Bid Total (Bid Items No. R1 – R69)					\$ _____ (1)	

Schedule B: Sidewalk Program, Bid Items S1 – S11

<u>ITEM NO.</u>	<u>SPEC. NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
			<u>Unit</u>	<u>No.</u>		
S1	2-03	Roadway Excavation, Incl. Haul	Cu. Yd.	334	\$ _____	\$ _____
S2	2-03	Roadway Excavation of Contaminated Material, Incl. Haul	Cu. Yd.	421	\$ _____	\$ _____
S3	2-14	Remove Existing Pavement, Type I, Class C6	Sq. Yd.	501	\$ _____	\$ _____
S4	2-14	Remove Existing Pavement, Type I, Class A4	Sq. Yd.	21	\$ _____	\$ _____
S5	2-17	Site Health and Safety Plan	Lump Sum	1	Lump Sum	\$ _____
S6	2-17	Site Health and Safety Officer	Lump Sum	1	Lump Sum	\$ _____
S7	2-17	Soil Management Plan	Lump Sum	1	Lump Sum	\$ _____
S8	4-04	Crushed Surfacing Top Course	Ton	62	\$ _____	\$ _____
S9	5-04	HMA CL 1/2" PG 58H-22, per ton	Ton	21	\$ _____	\$ _____
S10	8-14	Cement Conc. Sidewalk	Sq. Yd.	501	\$ _____	\$ _____
S11	8-15	Lockjoint	Lin. Ft.	110	\$ _____	\$ _____
Roadway Base Bid Total (Bid Items No. S1 – S11)					\$ _____ (2)	
TOTAL BASE BID (1) + (2) (Not Including Sales Tax)					\$ _____ (3)	

Contractor's Name: _____
Specification No. PW23-0051F
Page 6 of 7

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent (%)

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

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. PW23-0051F Streets Initiative Package #23

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**May 30, 2023**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

List of Subcontractor Categories of Work

Project Name _____

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

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

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

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

15%

Women Business
Enterprise Requirement

7%

Small Business Enterprise
Requirement

18%

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

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: PWK-00434-23
Date of Record: 02/28/2023
Project Spec#:PW23-0051F
Project Title: Streets Initiative #23

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



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

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: _____

Address: _____ City/State/Zip: _____

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

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

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

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

CONTRACT

Resolution No.
Contract No.

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

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

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

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

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

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

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

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

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1 **INTRODUCTION**
2 **(April 1, 2018 Tacoma GSP)**
3

4 The following special provisions shall be used in conjunction with the "2018 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
11

12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.
19

20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its
21 source, as follows:
22

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

27 The project specific Special Provisions are labeled under the headers of each Special
28 Provision as follows:
29

30 **(*****)**
31

32 A pre-bid conference will not be held.
33

34 **DESCRIPTION OF WORK**
35 **(*****)**
36

37 This Contract shall generally consist of a grind and overlay of the roadway surface along
38 all existing segments and new grade and pave with wedge curb on gravel road
39 segments on Kellogg Street. New catch basins will be installed and catch basin
40 maintenance will occur at all intersections as needed. Additionally, new street trees are
41 to be installed.
42
43

1
2 **1-01 DEFINITIONS AND TERMS**

3
4 **1-01.3 Definitions**

5 *(January 19, 2022 APWA GSP)*
6

7 Delete the heading **Completion Dates** and the three paragraphs that follow it, and
8 replace them with the following:
9

10 **Dates**

11 ***Bid Opening Date***

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

13 ***Award Date***

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

16 ***Contract Execution Date***

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

18 ***Notice to Proceed Date***

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

20 ***Substantial Completion Date***

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

27 ***Physical Completion Date***

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

31 ***Completion Date***

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

36 ***Final Acceptance Date***

37 The date on which the Contracting Agency accepts the Work as complete.
38

39 Supplement this Section with the following:
40

41 All references in the Standard Specifications or WSDOT General Special Provisions,
42 to the terms "Department of Transportation", "Washington State Transportation
43 Commission", "Commission", "Secretary of Transportation", "Secretary",
44 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
45

46 All references to the terms "State" or "state" shall be revised to read "Contracting
47 Agency" unless the reference is to an administrative agency of the State of

1 Washington, a State statute or regulation, or the context reasonably indicates
2 otherwise.

3
4 All references to "State Materials Laboratory" shall be revised to read "Contracting
5 Agency designated location".

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

10
11 **Additive**

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

15
16 **Alternate**

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

20
21 **Business Day**

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

24
25 **Contract Bond**

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

29
30 **Contract Documents**

31 See definition for "Contract".

32
33 **Contract Time**

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

36
37 **Notice of Award**

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

40
41 **Notice to Proceed**

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

45
46 **Traffic**

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

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

3
4 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

5
6 All references in the Standard Specifications to the term “Proposal Bond” shall be
7 revised to read “Bid Bond.”

8
9 **Base Bid**

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

13
14 **Calendar Day**

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

17
18 **Change Order**

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

23
24 **Day**

25 Unless otherwise specified, a calendar day.

26
27 **Deductive**

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

31
32 **Grand Total Price**

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

35
36 **Standard Specifications**

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

39
40
41 **END OF SECTION**
42
43

1
2 **1-02 BID PROCEDURES AND CONDITIONS**

3
4 **1-02.1 Prequalification of Bidders**

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

6
7 **1-02.1 Qualifications of Bidder**
8 **(January 24, 2011 APWA GSP)**
9

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

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

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

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

20
21 After award of the contract, plans and specifications will be issued to the Contractor at
22 no cost as detailed below:
23

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

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

27
28 **1-02.4(1) General**

29 *(December 30, 2022 APWA GSP Option B)*
30

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

33
34 Prospective Bidders desiring an explanation or interpretation of the Bid
35 Documents, shall request the explanation or interpretation in writing by close of
36 business **6** business days preceding the bid opening to allow a written reply to
37 reach all prospective Bidders before the submission of their Bids.
38

1
2 **1-02.4(2) Subsurface Information**
3 **(March 8, 2013 APWA GSP)**

4 *The second sentence in the first paragraph is revised to read:*

5
6 The Summary of Geotechnical Conditions and the boring logs, if and when included as
7 an appendix to the Special Provisions, shall be considered as part of the Contract.

8
9 **1-02.5 Proposal Forms**
10 **(July 31, 2017 APWA GSP)**

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

12
13 The Proposal Form will identify the project and its location and describe the work. It will
14 also list estimated quantities, units of measurement, the items of work, and the materials
15 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
16 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
17 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
18 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
19 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
20 Registration Number; and a Business License Number, if applicable. Bids shall be
21 completed by typing or shall be printed in ink by hand, preferably in black ink. The
22 required certifications are included as part of the Proposal Form.

23
24 The Contracting Agency reserves the right to arrange the proposal forms with alternates
25 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
26 bid on all alternates and additives set forth in the Proposal Form unless otherwise
27 specified.

28
29 **1-02.6 Preparation of Proposal**
30 **(December 10, 2020 APWA GSP, Option B)**

31
32 Supplement the second paragraph with the following:

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

37
38 Delete the last two paragraphs, and replace them with the following:

39
40 The Bidder shall submit with their Bid a completed Contractor Certification Wage
41 Law Compliance form, provided by the Contracting Agency. Failure to return this
42 certification as part of the Bid Proposal package will make this Bid Nonresponsive
43 and ineligible for Award. A Contractor Certification of Wage Law Compliance form is
44 included in the Proposal Forms.

45
46 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
47 manner.

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

4
5 A bid by a partnership shall be executed in the partnership name, and signed by a
6 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
7 any UDBE requirements are to be satisfied through such an agreement.

8
9 A bid by a joint venture shall be executed in the joint venture name and signed by a
10 member of the joint venture. A copy of the joint venture agreement shall be
11 submitted with the Bid Form if any UDBE requirements are to be satisfied through
12 such an agreement.

13
14 *The fourth paragraph is revised to read:*
15 **(October 18, 2013 Tacoma GSP)**

16
17 The bidder shall submit the following completed forms:
18 City of Tacoma – Equity in Contracting Goal Utilization Form
19 City of Tacoma – Equity in Contracting Utilization Form

20
21 *Add the following new section:*

22
23 **1-02.6(1) Recycled Materials Proposal**
24 **(January 4, 2016 APWA GSP)**

25
26 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
27 into the project, using the form provided in the Contract Provisions.

28
29 **1-02.7 Bid Deposit**
30 **(April 1, 2012 Tacoma GSP)**

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

32
33 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This
34 deposit may be cash, certified check, cashier's check, or a proposal bond (Surety
35 bond). Any proposal bond shall be on a form acceptable to the Contracting
36 Agency and shall be signed by the Bidder and the Surety. A proposal bond shall
37 not be conditioned in any way to modify the minimum 5 percent required. The
38 Surety shall: (1) be registered with the Washington State Insurance
39 Commissioner, and (2) appear on the current Authorized Insurance List in the
40 State of Washington published by the Office of the Insurance Commissioner.

41
42 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
43 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

44
45 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
46 followed. No variations from the language thereof will be accepted.

1 If submitting your bid electronically, a scanned version of the original bid bond
2 must accompany your electronic bid submittal. The original bid bond shall be
3 sent to the Contracting Agency and postmarked no later than the day of bid
4 opening. **Original bid bonds will be delivered to:**

5
6 **City of Tacoma Procurement & Payables Division**
7 **Tacoma Public Utilities**
8 **P.O. Box 11007**
9 **Tacoma, WA 98411-0007**

10
11 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

12
13 **1-02.9 Delivery of Proposal**
14 **(April 1, 2018 Tacoma GSP)**

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

16
17 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
18 Project Number as stated in the Call for Bids clearly marked on the outside of the
19 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
20 delivery.

21
22 Electronic Proposals shall be submitted to the City via email to
23 sendbid@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted
24 on the subject line of the email, or as otherwise required in the Bid Documents, to proper
25 handling and delivery. All electronic documents shall be in PDF format.

26
27 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
28 with Wage Payment Statutes" document where the Bidder under penalty of perjury
29 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
30 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
31 Compliance with Wage Payment Statutes" document shall be received with the Bid
32 Proposal.

33
34 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
35 **(March 16, 2016 Tacoma GSP)**

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

37
38 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw,
39 revise, or supplement it if:

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

45
46 The original Bid Proposal may be supplemented, or revised and resubmitted as the
47 official Bid Proposal if the Contracting Agency receives it before the time set for receipt
48 of Proposals.

1 **1-02.12 Public Opening of Proposals**
2 **(September 9, 2022 Tacoma GSP)**

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

5
6 This public bid opening will be held via webinar. Please use the link below or on the
7 Request for Bids page to join the webinar:

8
9 <https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURM>
10 [Zz09](#)

11
12 Preliminary and final bid results are posted at www.TacomaPurchasing.org.

13
14 **1-02.13 Irregular Proposals**
15 **(October 18, 2013 Tacoma GSP)**

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

- 17
18 1. A proposal will be considered irregular and will be rejected if:
19 a. The Bidder is not prequalified when so required;
20 b. The authorized proposal form furnished by the Contracting Agency is not
21 used or is altered;
22 c. The completed proposal form contains any unauthorized additions,
23 deletions, alternate Bids, or conditions;
24 d. The Bidder adds provisions reserving the right to reject or accept the award,
25 or enter into the Contract;
26 e. A price per unit cannot be determined from the Bid Proposal;
27 f. The Proposal form is not properly executed;
28 g. The Bidder fails to submit or properly complete a Subcontractor list, if
29 applicable, as required in Section 1-02.6;
30 h. The bidder fails to submit or properly complete the EIC forms as required in
31 Section 1-02.6;
32 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
33 the material terms of the Bid invitation; or
34 j. More than one proposal is submitted for the same project from a Bidder
35 under the same or different names.
36 2. A Proposal may be considered irregular and may be reject if:
37 a. The Proposal does not include a unit price for every Bid item;
38 b. Any of the unit prices are excessively unbalanced (either above or below the
39 amount of a reasonable Bid) to the potential detriment of the Contracting
40 Agency;
41 c. Receipt of Addenda is not acknowledged;
42 d. A member of a joint venture or partnership and the joint venture or
43 partnership submit Proposals for the same project (in such an instance, both
44 Bids may be rejected); or
45 e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders
(October 18, 2013 Tacoma GSP)**

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

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

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

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

10
11 **1-02.15 Pre Award Information**
12 **(December 30, 2022 APWA GSP)**
13

14 *Revise this section to read:*

15
16 Before awarding any contract, the Contracting Agency may require one or more of these
17 items or actions of the apparent lowest responsible bidder:

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

29
30 **END OF SECTION**
31
32

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

2
3 **1-03.1 Consideration of Bids**

4 *(December 30, 2022 APWA GSP)*

5
6 Revise the first paragraph to read:

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

19
20 **1-03.1(1) Identical Bid Totals**

21 *(December 30, 2022 APWA GSP)*

22
23 Revise this section to read:

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

39
40 **1-03.2 Award of Contract**

41 *(March 27, 2003 Tacoma GSP)*

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

44
45 **1-03.3 Execution of Contract**

46 *(January 19, 2022 APWA GSP)*

47
48 Revise this section to read:

49
50 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
51 the successful Bidder shall provide the information necessary to execute the Contract to
52 the Contracting Agency. The Bidder shall send the contact information, including the full

1 name, email address, and phone number, for the authorized signer and bonding agent to
2 the Contracting Agency.

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

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

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

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

28
29 **1-03.4 Contract Bond**
30 **(July 23, 2015 APWA GSP)**

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

32
33 The successful bidder shall provide executed payment and performance bond(s) for the
34 full contract amount. The bond may be a combined payment and performance bond; or
35 be separate payment and performance bonds. In the case of separate payment and
36 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 37 1. Be on Contracting Agency-furnished form(s);
- 38 2. Be signed by an approved surety (or sureties) that:
 - 39 a. Is registered with the Washington State Insurance Commissioner, and
 - 40 b. Appears on the current Authorized Insurance List in the State of Washington
41 published by the Office of the Insurance Commissioner,
- 42 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
43 and conditions under the Contract, including but not limited to the duty and
44 obligation to indemnify, defend, and protect the Contracting Agency against all
45 losses and claims related directly or indirectly from any failure:
 - 46 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
47 subcontractors of the Contractor) to faithfully perform and comply with all
48 contract obligations, conditions, and duties, or
 - 49 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
50 Contractor) to pay all laborers, mechanics, subcontractors, lower tier

- 1 subcontractors, material person, or any other person who provides supplies
2 or provisions for carrying out the work;
- 3 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on
4 the project under titles 50, 51, and 82 RCW; and
- 5 5. Be accompanied by a power of attorney for the Surety's officer empowered to
6 sign the bond; and
- 7 6. Be signed by an officer of the Contractor empowered to sign official statements
8 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be
9 signed by the president or vice president, unless accompanied by written proof of
10 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
11 corporate resolution, power of attorney, or a letter to such effect signed by the
12 president or vice president).

13
14 *Add the following new section:*

15
16 **1-03.5 Failure to Execute Contract**
17 **(April 15, 2020 Tacoma GSP)**

18 *The first sentence is revised to read:*

19
20 Failure to return the insurance certification and bond with the signed contract as required
21 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
22 in the contract, or failure or refusal to sign the Contract, or failure to register as a
23 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
24 of this Bidder

25
26
27 **END OF SECTION**
28

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

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

7 *Revise the second paragraph to read:*
8

9 Any inconsistency in the parts of the contract shall be resolved by following this order of
10 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 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
19

20 **1-04.6 Variation in Estimated Quantities**
21 **(July 23, 2015 APWA GSP, Option A)**
22

23 *Revise the first paragraph to read:*
24

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

35
36 **END OF SECTION**
37
38

1
2 **1-05 CONTROL OF WORK**

3
4 **1-05.3 Working Drawings**
5 **(January 13, 2011 Tacoma GSP)**

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

7
8 **1-05.3 Submittals**

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

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

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

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

25
26 **1-05.3(1) Submittal Schedule**

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

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

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

39
40 **1-05.3(2) Submittal Procedures**

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

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

48
49 Each submittal shall have a unique number assigned to it, and the transmittals shall be
50 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.

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.

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.

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:

- Project Name: Streets Initiative Package #23
- Project Specification Number: PW23-0051F
- Project No. PWK-00434-23
- 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.

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

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

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

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

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

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

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

1
2 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH
3 COMMENTS", no additional copies need to be furnished. The Contractor shall comply
4 with any comments on the return submittal.
5

6 **1-05.3(4) Resubmittals** 7

8 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE
9 REMARKS," the Contractor shall make the corrections as noted and instructed by the
10 Engineer and resubmit four (4) copies. The Contractor shall not install material or
11 equipment that has received a review status of "AMEND AND RESUBMIT" or
12 REJECTED, SEE REMARKS".
13

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

20 The Contractor shall revise returned submittals as required and resubmit until final
21 review is obtained.
22

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

26 **1-05.3(5) Submittal Requirements by Section** 27

28 The following is a summary of submittal requirements. This summary is not inclusive of
29 all submittal requirements. The Contractor shall review each individual section in the
30 applicable provisions or specifications, as noted below, for specific requirements.
31

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 Storm Sewer Bypass Plan
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
7-18	Inserta-Tees
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

1-05.4 Conformity With and Deviations from Plans and Stakes

(*****)

This section is supplemented with the following:

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

Section 1-05.4 is supplemented with the following:

(*****)

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 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

1 signals, guardrails and barriers, signing, and sanitary and storm sewer utilities. Except
2 for the survey control data to be furnished by the Contracting Agency, calculations,
3 surveying, and measuring required for setting and maintaining the necessary lines and
4 grades shall be the Contractor's responsibility.

5
6 The Contractor shall inform the Engineer when monuments are discovered that were not
7 identified in the Plans and construction activity may disturb or damage the monuments.
8 All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout
9 the length of the project or be replaced at the Contractors expense.

10
11 Detailed survey records shall be maintained, including a description of the work
12 performed on each shift, the methods utilized, and the control points used. The record
13 shall be adequate to allow the survey to be reproduced. A copy of each day's record
14 shall be provided to the Engineer within three working days after the end of the shift.

15
16 The meaning of words and terms used in this provision shall be as listed in "Definitions
17 of Surveying and Associated Terms" current edition, published by the American
18 Congress on Surveying and Mapping and the American Society of Civil Engineers.

19
20 The survey work shall include but not be limited to the following:

- 21
22 1. Verify the primary horizontal and vertical control furnished by the Contracting
23 Agency, and expand into secondary control by adding stakes and hubs as well
24 as additional survey control needed for the project. Provide descriptions of
25 secondary control to the Contracting Agency. The description shall include
26 coordinates and elevations of all secondary control points.
- 27
28 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
29 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)
30 and at points on the alignments spaced no further than 50 feet.
- 31
32 3. Establish clearing limits, placing stakes at all angle points and at intermediate
33 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
34 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless
35 otherwise shown in the Plans.
- 36
37 4. Establish grading limits, placing slope stakes at centerline increments not more
38 than 50 feet apart. Establish offset reference to all slope stakes. If Global
39 Positioning Satellite (GPS) Machine Controls are used to provide grade control,
40 then slope stakes may be omitted at the discretion of the Contractor
- 41
42 5. Establish the horizontal and vertical location of all drainage features, placing
43 offset stakes to all drainage structures and to pipes at a horizontal interval not
44 greater than 25 feet.
- 45
46 6. Establish roadbed and surfacing elevations by placing stakes at the top of
47 subgrade and at the top of each course of surfacing. Subgrade and surfacing
48 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
49 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
50 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
51 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.
9. 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, signing, and sanitary and storm sewer utilities) 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 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:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 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)

1			±0.1 feet
2			(normal to alignment)
3	Roadway paving pins for		
4	surfacing or paving	±0.01 feet	±0.2 feet
5			(parallel to alignment)
6			±0.1 feet
7			(normal to alignment)
8			

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

11
12 When staking roadway alignment and stationing, the Contractor shall perform
13 independent checks from different secondary control to ensure that the points staked are
14 within the specified survey accuracy tolerances.

15
16 The Contractor shall calculate coordinates for the alignment. The Contracting Agency
17 will verify these coordinates prior to issuing approval to the Contractor for commencing
18 with the work. The Contracting Agency will require up to seven calendar days from the
19 date the data is received.

20
21 Contract work to be performed using contractor-provided stakes shall not begin until the
22 stakes are approved by the Contracting Agency. Such approval shall not relieve the
23 Contractor of responsibility for the accuracy of the stakes.

24
25 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are
26 needed that are not described in the Plans, then those stakes shall be marked, at no
27 additional cost to the Contracting Agency as ordered by the Engineer.

28 **Payment**

29 Payment will be made for the following bid item when included in the proposal:

30
31 "Roadway Surveying", lump sum.

32
33 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,
34 equipment, materials, and supervision utilized to perform the Work specified, including
35 any resurveying, checking, correction of errors, replacement of missing or damaged
36 stakes, and coordination efforts.

37 38 39 **1-05.7 Removal of Defective and Unauthorized Work** 40 **(October 1, 2005 APWA GSP)**

41 *Supplement this section with the following:*

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

48
49 If the Contractor fails to comply with a written order to remedy what the Engineer
50 determines to be an emergency situation, the Engineer may have the defective and
51 unauthorized work corrected immediately, have the rejected work removed and
52 replaced, or have work the Contractor refuses to perform completed by using

Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

4 5 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

22 The Contractor will not be allowed an extension of Contract time because of a delay in
23 the performance of the work attributable to the exercise of the Engineer's right
24 hereunder.

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

31 32 **1-05.11(3) Operational Testing**

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

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

4
5 Operational and test periods, when required by the Engineer, shall not affect a
6 manufacturer's guaranties or warranties furnished under the terms of the Contract.

7
8 *Add the following new section:*

9
10 **1-05.12(1) One-Year Guarantee Period**
11 **(March 8, 2013 APWA GSP)**

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

23
24 When corrections of defects are made, the Contractor shall then be responsible for
25 correcting all defects in workmanship and materials in the corrected work for one year
26 after acceptance of the corrections by Contracting Agency.

27
28 This guarantee is supplemental to and does not limit or affect the requirements that the
29 Contractor's work comply with the requirements of the Contract or any other legal rights
30 or remedies of the Contracting Agency.

31
32 **1-05.13 Superintendents, Labor and Equipment of Contractor**
33 **(August 14, 2013 APWA GSP)**

34
35 *Delete the sixth and seventh paragraphs of this section.*

36
37 **1-05.15 Method of Serving Notices**
38 **(December 30, 2022 APWA GSP)**

39 Revise the second paragraph to read:

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

1 *Add the following new section:*

2

3 **1-05.16 Water and Power**

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

5

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

9

10

11

SUBMITTAL TRANSMITTAL FORM

Streets Initiative Package #23
Project Number PWK-00434-23
Specification No. PW23-0051F

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

Transmitted: ☐ Submittals (Product Data) for information only.
☐ Submittals for review and comment.

Remarks: _____

Certify Either A or B:

- ☐ A. This document has been detail-checked for accuracy of content and for compliance with the Contract documents **(no exceptions)**. The information contained herein has been fully coordinated with all involved Subcontractors.
- ☐ B. 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: _____
Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

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

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

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

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

24
25 **1-06.1(1) Qualified Products List (QPL)**

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

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

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

31 *This section is deleted in its entirety.*

32
33 **1-06.6 Recycled Materials**
34 **(January 4, 2016 APWA GSP)**

35
36 *Delete this section, including its subsections, and replace it with the following:*

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

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

49
50 **END OF SECTION**

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

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

5 *Supplement this section with the following:*

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

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

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

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

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

34 *Supplement this section with the following:*

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

39
40 **1-07.2(1) State Sales Tax — Rule 171**

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

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

2
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
4 existing buildings, or other structures, upon real property. This includes, but is not
5 limited to, the construction of streets, roads, highways, etc., owned by the state of
6 Washington; water mains and their appurtenances; sanitary sewers and sewage
7 disposal systems unless such sewers and disposal systems are within, and a part of, a
8 street or road drainage system; telephone, telegraph, electrical power distribution lines,
9 or other conduits or lines in or above streets or roads, unless such power lines become a
10 part of a street or road lighting system; and installing or attaching of any article of
11 tangible personal property in or to real property, whether or not such personal property
12 becomes a part of the realty by virtue of installation.

13
14 For work performed in such cases, the Contractor shall collect from the Contracting
15 Agency, retail sales tax on the full contract price. The Contracting Agency will
16 automatically add this sales tax to each payment to the Contractor. For this reason, the
17 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
18 contract amount subject to Rule 170, with the following exception.

19
20 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
21 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
22 consumable supplies not integrated into the project. Such sales taxes shall be included
23 in the unit bid item prices or in any other contract amount.

24
25 **1-07.2(3) Services**

26
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any
28 contract wholly for professional or other services (as defined in Washington State
29 Department of Revenue Rules 138 and 244).

30
31 **1-07.9 Wages**

32
33 **1-07.9(5) Required Documents**
34 **(March 1, 2004 Tacoma GSP)**

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

36
37 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
38 subcontractors or agents.

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

41
42 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
43 dollar amount paid to each employee for each employee classification.

44
45 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
46 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
47 Payroll Affirmation form.

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

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

5 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
6 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
7 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
8 Contractor shall immediately discontinue work and initiate treatment according to the
9 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
10 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
11 the City stormwater system.
12

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

30 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
31 **(February 9, 2011 Tacoma GSP)**

32 *This section is revised to read:*
33

34 The Contractor shall prepare a project-specific spill prevention, control, and
35 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
36 Contractor shall submit the plan to the Project Engineer no later than the date of the
37 preconstruction conference. No on-site construction activities may commence until the
38 Contracting Agency accepts an SPCC Plan for the project.
39

40 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
41 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
42 Manual (M 31-11). Occupational safety and health requirements that may pertain to
43 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
44 296-843.
45

46 **Implementation Requirements**

47 The SPCC Plan shall be updated by the Contractor throughout project construction so
48 that the written plan reflects actual site conditions and practices. The Contractor shall
49 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan
50 on the project site. All project employees shall be trained in spill prevention and

1 containment, and they shall know where the SPCC Plan and spill response kits are
2 located and have immediate access to them.

3
4 If hazardous materials are encountered or spilled during construction, the Contractor
5 shall do everything possible to control and contain the material until appropriate
6 measures can be taken. The Contractor shall supply and maintain spill response kits of
7 appropriate size within close proximity to hazardous materials and equipment.

8
9 The Contractor shall implement the spill prevention measures identified in the SPCC
10 Plan before performing any of the following:

- 11
12 1. Placing materials or equipment in staging or storage areas.
- 13
14 2. Refueling, washing, or maintaining equipment.
- 15
16 3. Stockpiling contaminated materials.

17 18 **SPCC Plan Element Requirements**

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

- 20
21 1. Responsible Personnel
22 Identify the name(s), title(s), and contact information, including a 24/7 emergency
23 contact number, for the personnel responsible for implementing and updating the
24 plan, including all spill responders.
25
- 26 2. Spill Reporting
27 List the names and telephone numbers of the Federal, State, and local agencies
28 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
29 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
30 City Source Control Spill Response number at 253.502.2222.
31
- 32 3. Project and Site Information
33 Describe the following items:
34 A. The project Work.
35 B. The site location and boundaries.
36 C. The drainage pathways from the site, including both stormwater and sanitary
37 conveyance pathways.
38 D. Nearby waterways and sensitive areas and their distances from the site.
39
- 40 4. Potential Spill Sources
41 Describe each of the following for all potentially hazardous materials brought or
42 generated on-site (including materials used for equipment operation, refueling,
43 maintenance, or cleaning):
44 A. Name of material and its intended use.
45 B. Estimated maximum amount on-site at any one time.
46 C. Location(s) (including any equipment used below the ordinary high water line)
47 where the material will be staged, used, and stored and the distance(s) from
48 nearby waterways and sensitive areas.
49 D. Decontamination location and procedure for equipment that comes into
50 contact with the material.
51 E. Disposal procedures.

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

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

9. Project Site Map
Provide a map showing the following items:

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

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

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

“SPCC Plan,” lump sum.

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

The Contractor shall contact all property owners and tenants in the vicinity of this project, via newsletter/mailling, 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/mailling.

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

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

- 1 Duppenthaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson,
2 phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
3 • Level 3 Communications, Level3NetworkRelocations@Level3.com
4 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
5 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
6 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
7 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
8 sschauer@cogentco.com
9 • Zayo, Washington; zayo.relo.washington@zayo.com and CC: 34
10 phil.braum@zayo.com
11

12 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
13 other electric or water utility structure owned by the City of Tacoma, the Contractor shall
14 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone
15 number 502-8044, and arrange for an inspection before proceeding. The Contractor
16 shall perform, at the Contractor's expense, such additional work as is required to protect
17 the pole or structure from subsidence. The Contractor may be directed to suspend work
18 at the site of any such excavation until such utility structures are adequately protected.
19

20 Garbage, recycling, and yard waste pick up within the project limits is on Friday.
21

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

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

25 **1-07.18 Insurance**

26 **(December 17, 2019 Tacoma GSP)**
27

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

34 Failure by the Contracting Agency to identify a deficiency in the insurance
35 documentation provided by the Contractor or failure of the Contracting Agency to
36 demand verification of coverage or compliance by the Contractor with these insurance
37 requirements shall not be construed as a waiver of the Contractor's obligation to
38 maintain such insurance.
39

40 **1-07.23 Public Convenience and Safety**

41 **1-07.23(1) Construction Under Traffic** 42 **(May 2, 2017 APWA GSP)** 43 44

45 *Revise the third sentence of the second paragraph to read:*
46

47 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
48 approved by the Contracting Agency activating pedestrian recall timing or other
49 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:

South Warner Street, South Alder Street (South 9th Street to South 12th Street), South Alder Street (arterial, north of South 9th Street), South Cedar Street (6th Avenue to South 9th Street), South Cedar Street (arterial portion south of South 9th Street), South Junett Street, 6th Avenue (arterial), South 7th Street, South 9th Street, South 10th Street, South 11th Street, and South 12th Street (arterial) shall remain fully open to vehicular and pedestrian traffic at all times.

EXCEPTION:

1. Non-arterial classified roadways are permitted to be closed to traffic, in association with active work areas, so long as local access to properties and businesses is accommodated in the following scenarios:

- During construction working hours when arrangements in advance have been made through coordination between the requestor, the contractor, and the City;
- During construction working hours when special/emergency access is needed;
- During construction working hours when emergency services needs to use the roadway;
- During construction working hours when passage through/along the work area is the only means to access an intersecting road and/or adjacent property; and

2. During non-construction hours, the project area shall be left in a state that permits on-street parking (as was allowable prior to project start) so long as the permitted parking does not hamper the flow of traffic, temporary traffic control, and/or safety.

3. Project work areas adjacent to or intersecting arterial streets (as identified above) shall not hinder the safety or traffic operations of the arterial street such that two-way vehicular traffic (in separate lanes) cannot be maintained at all times. Additionally, if the work requires the reduction of a lane of traffic in a given direction of traffic on an arterial street, then that impact will only be permitted between 9 AM and 3 PM and those impacts shall be limited to one direction of the arterial at a time. Additional or alternative hours can be considered by the City with supporting justification. Any directional/full closure of any arterial street will not be permitted.

4. A "spotter" dedicated to assisting pedestrians through or around the work zone or to ensure a pedestrian detour is followed must be available during active working hours for the conditions described herein. A dedicated spotter is needed when project work impacts use of an arterial intersection that then requires a pedestrian to utilize an alternate route and crossing of the arterial street that has less pedestrian and/or traffic control provisions as the impacted location. For non-construction hours, the work-related impact that caused the need for a spotter shall be eliminated or mitigated to the City's satisfaction so that a spotter is not required during that time.

1 Any demolition, or closure of pedestrian accessibility, at a given corner of an intersection
2 must be limited to that given corner, with the remaining three corners at the intersection
3 (at a minimum) being used to facilitate a pedestrian detour until full accessibility or an
4 accessible connection with at least one other corner from the corner under construction
5 can be re-established. Any temporary pedestrian access path/route that may be
6 employed shall provide equivalent to, or better, accessibility than the unavailable
7 path/route in accordance with the Americans with Disabilities Act and the Proposed
8 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

9
10 To minimize the disruption to access to adjacent properties, and to Pierce Transit
11 operations, the lane closure area shall be limited to that area of active work and
12 necessary for appropriate lane closure tapers. The Contractor shall stage work to
13 maintain legal access to and egress from all properties at all times.

14
15 A safe pedestrian access shall be provided at all times through the project area. All lane
16 closures shall be coordinated with the adjacent businesses, school/school district, other
17 contractors working within the project vicinity, local transit agencies and the City.

18
19 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
20 construction work, parking may be restricted either entirely or during the time when it
21 creates a hazard. Signs for restricting parking shall be approved by the City and placed
22 by the Contractor at least twenty-four (24) hours in advance for residential property, and
23 at least forty-eight (48) hours in advance for commercial property. The Contractor shall
24 be responsible for and shall maintain all such signs. The replacement of signs restricting
25 parking shall be as approved by the Engineer.

26
27 The Contractor shall notify all property owners and tenants of detours, street and alley
28 closures, or other restrictions that may interfere with their access. Notification regarding
29 parking restrictions shall be at least twenty-four (24) hours in advance for residential
30 property, and at least forty-eight (48) hours in advance for commercial/school property.
31 Any restrictions on access to/from properties shall be minimized to the extent possible
32 and require a minimum of seventy-two (72) hours of notice in advance.

33
34 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
35 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
36 firms and transit bus service that may be operating in the project area.

37
38 If street closures or lane restrictions, not provided for in the Specifications, are allowed
39 subsequent to award of the contract, an equitable adjustment of the Contract amount
40 shall be negotiated.

41
42 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
43 areas of public traffic or where such debris may be transported into a drainage
44 system. When construction operations are such that debris from the work is deposited
45 on the streets, the Contractor shall, at a minimum, remove on a daily basis any deposits
46 or debris which may accumulate on the roadway surface. Should daily removal be
47 insufficient to keep the streets clean, the Contractor shall perform removal operations on
48 a more frequent basis. If the Engineer determines that a more frequent cleaning is
49 impractical or if the Contractor fails to keep the streets free from deposits and debris
50 resulting from the work, the Contractor shall, upon order of the Engineer, provide
51 facilities for and remove all deposits from the tires or between wheels before trucks or

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

10
11 *The fifth paragraph of this section is supplemented with the following:*

12 An all-weather, functional roadway shall consist of a minimum four inch (4") layer of
13 crushed surfacing base material to be provided and maintained on all roadway areas
14 disturbed by construction and used to maintain vehicular traffic as required by these
15 Special Provisions.

16
17 The unit Contract price for "Crushed Surfacing Base Course," at per ton, as listed in the
18 Proposal shall be full pay for all labor, equipment, and materials required to furnish,
19 place, compact, and grade the material necessary to maintain an all-weather functional
20 roadway.

21
22 The Proposal quantity for "Crushed Surfacing Base Course" is intended to provide for
23 the additional material necessary to maintain an all-weather, functional roadway as
24 described above and is an estimate only.

25
26 *The sixth paragraph of this section is supplemented with the following:*

27
28 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates
29 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted
30 or hardened to prevent rutting by construction equipment or traffic.

31
32 **1-07.23(2) Construction and Maintenance of Detours**
33 **(March 1, 2004 Tacoma GSP)**

34 *This section is supplemented with the following:*

35
36 Detour signing during any allowed road closures shall be in accordance with Detour Plans,
37 when included in the Contract Documents. When plans are not included in the Contract
38 Documents, the Contractor shall submit plans for detours in accordance with the "Manual on
39 Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an
40 alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the
41 Contractor may submit alternate plans to those for traffic control and detours required by
42 MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be
43 in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended
44 use. In general, detouring of arterial traffic must be accomplished on streets designated as City
45 Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The
46 acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the
47 Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be
48 any additional payment by reason of using a substitute plan.

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

5
6 A minimum of three (3) working days prior to any street closure, the Contractor shall
7 notify all entities below:

9 Tacoma Fire Dept.	(253-591-5775)
10 Tacoma Police Dept.	(253-591-5932)
11 LESA Communications Center	(253-798-4721 - Opt.#2)
12 Tacoma Public Schools Transportation Office	(253-571-1853)
13 Pierce Transit	(253-581-8001)
14 Tacoma Environmental Services Solid Waste	(253-591-5544)
15 Tacoma Public Works Engineering Division	(253-591-5500)
16 Tacoma Public Works Streets and Grounds	(253-591-5495)

17
18 **1-07.24 Rights of Way**
19 **(July 23, 2015 APWA GSP)**

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

22
23 Street Right of Way lines, limits of easements, and limits of construction permits are
24 indicated in the Plans. The Contractor's construction activities shall be confined within
25 these limits, unless arrangements for use of private property are made.

26
27 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
28 way and easements, both permanent and temporary, necessary for carrying out the
29 work. Exceptions to this are noted in the Bid Documents or will be brought to the
30 Contractor's attention by a duly issued Addendum.

31
32 Whenever any of the work is accomplished on or through property other than public
33 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
34 easement agreement obtained by the Contracting Agency from the owner of the private
35 property. Copies of the easement agreements may be included in the Contract
36 Provisions or made available to the Contractor as soon as practical after they have been
37 obtained by the Engineer.

38
39 Whenever easements or rights of entry have not been acquired prior to advertising,
40 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
41 of the work in areas where right of way, easements or rights of entry have not been
42 acquired until the Engineer certifies to the Contractor that the right of way or easement is
43 available or that the right of entry has been received. If the Contractor is delayed due to
44 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
45 entry or right of way, the Contractor will be entitled to an extension of time. The
46 Contractor agrees that such delay shall not be a breach of contract.

47
48 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
49 This includes entry onto easements and private property where private improvements
50 must be adjusted.

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

15
16
17 **END OF SECTION**
18
19

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

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

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

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

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

26
27 *Add the following new section:*

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

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

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

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

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

15
16 *Add the following new section:*

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

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

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

30
31 **1-0.1 Subcontracting - D/M/WBE Reporting**
32 **(September 29, 2009 Tacoma GSP)**

33 *The eighth paragraph is revised to read:*

34
35 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
36 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
37 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
38 dealers, or service providers on the contract. This certification shall be submitted to the
39 Engineer, on the form provided by the Engineer, 20 calendar days after physical
40 completion of the contract.

41
42 **1-08.1 Subcontracting**
43 **(May 17, 2018 APWA GSP, Option B)**

44
45 *Delete the eighth paragraph.*

46
47 *Revise the ninth paragraph to read:*

48
49 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,
50 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.
51 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)A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit 7 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

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 **140** working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, 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

1 after the Substantial Completion Date, liquidated damages shall be assessed on the
2 basis of direct engineering and related costs assignable to the project until the actual
3 Physical Completion Date of all the Contract Work. The Contractor shall complete the
4 remaining Work as promptly as possible. Upon request by the Project Engineer, the
5 Contractor shall furnish a written schedule for completing the physical Work on the
6 Contract.

7
8
9 **END OF SECTION**
10

1
2 **1-09 MEASUREMENT AND PAYMENT**

3
4 **1-09.2(1) General Requirements for Weighing Equipment**
5 **(July 23, 2015 APWA GSP, Option 2)**
6

7 *Revise item 4 of the fifth paragraph to read:*
8

- 9 4. Test results and scale weight records for each day's hauling operations are
10 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
11 Scaleman's Daily Report, unless the printed ticket contains the same information
12 that is on the Scaleman's Daily Report Form. The scale operator must provide
13 AM and/or PM tare weights for each truck on the printed ticket.
14

15 **1-09.6 Force Account**
16 **(October 10, 2008 APWA GSP)**

17 *Supplement this Section with the following:*
18

19 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
20 all items to be paid per force account, only to provide a common proposal for Bidders.
21 All such dollar amounts are to become a part of Contractor's total bid. However, the
22 Contracting Agency does not warrant expressly or by implication, that the actual amount
23 of work will correspond with those estimates. Payment will be made on the basis of the
24 amount of work actually authorized by Engineer.
25

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

27 *Item #3 of this Section is supplemented with the following:*
28

29 The Contractor shall submit a comprehensive summary list of all equipment anticipated
30 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
31 The list shall include the contractor's equipment number, make, model, year, operation
32 rate, standby rate, applicable attachments and any other applicable information
33 necessary to determine the applicable rates in accordance with this section. In addition,
34 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
35 for each piece of equipment in the summary list. Access to the Equipment Watch web
36 site is available at the City's Construction Management Office.
37

38 **1-09.7 Mobilization**
39

40 *Delete the fifth paragraph and replace it with the following:*
41

42 Based on the lump sum Contract price for "Mobilization", partial payments will be made
43 as follows except in the case of the bid item "Sidewalk Replacement Mobilization". The
44 bid item "Sidewalk Replacement Mobilization" shall be measured per each completed
45 sidewalk replacement site for all work performed in accordance with this section.
46

47 **1-09.9 Payments**
48 **(March 13, 2012 APWA GSP)**
49

50 *Delete the first four paragraphs and replace them with the following:*
51

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

3
4 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
5 Preconstruction Conference, to enable the Project Engineer to determine the Work
6 performed on a monthly basis. A breakdown is not required for lump sum items that
7 include a basis for incremental payments as part of the respective Specification. Absent
8 a lump sum breakdown, the Project Engineer will make a determination based on
9 information available. The Project Engineer's determination of the cost of work shall be
10 final.

11
12 Progress payments for completed work and material on hand will be based upon
13 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
14 established at the preconstruction conference.

15
16 The initial progress estimate will be made not later than 30 days after the Contractor
17 commences the work, and successive progress estimates will be made every month
18 thereafter until the Completion Date. Progress estimates made during progress of the
19 work are tentative, and made only for the purpose of determining progress payments.
20 The progress estimates are subject to change at any time prior to the calculation of the
21 final payment.

22
23 The value of the progress estimate will be the sum of the following:

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

33
34 Progress payments will be made in accordance with the progress estimate less:

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

39
40 Progress payments for work performed shall not be evidence of acceptable performance
41 or an admission by the Contracting Agency that any work has been satisfactorily
42 completed. The determination of payments under the contract will be final in accordance
43 with Section 1-05.1.

44
45 *This section is supplemented with the following:*
46 **(January 6, 2015 Tacoma GSP)**

47
48 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
49 include all costs for labor, equipment, materials, and taxes (as applicable) associated

1 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
2 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
3 Standard Specifications.

4
5 Stockpiled Material - The point of acceptance of stockpiled material for payment and
6 quality shall be at the time of incorporation into the contract.

7
8 **1-09.9(1) Retainage**
9 **(May 10, 2006 Tacoma GSP)**

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

11
12 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.

13 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

14
15 **1-09.13(3)A Administration of Arbitration**
16 **(October 1, 2005 APWA GSP)**

17 *Revise the third paragraph to read:*

18
19 The Contracting Agency and the Contractor mutually agree to be bound by the decision
20 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
21 entered in the Superior Court of the county in which the Contracting Agency's
22 headquarters are located. The decision of the arbitrator and the specific basis for the
23 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

24
25
26 **END OF SECTION**
27

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1 General**

4 **(April 7, 2014, WSDOT GSP)**

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

6
7 **Temporary Pedestrian Access**

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

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

16
17 **Automated Flagger Assistance Devices**

18 Automated Flagger Assistance Devices (AFADs) shall meet the requirements of the
19 MUTCD.

20
21 **1-10.1(2) Description**

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

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

24
25 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times
26 except when Work requires closure(s) that have been requested and approved in
27 accordance with section 1-10.2(2).

28
29 *The third sentence of the fourth paragraph is revised to read:*

30
31 Approved lane and ramp closures shall be for the minimum time required to complete
32 the Work.

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

35
36 Only uniformed off-duty police officers shall be used to control traffic when it is
37 necessary to override or provide traffic control at signalized intersections. Off-duty City
38 of Tacoma Police Department Officers are preferred, and the Contractor shall grant the
39 Tacoma PD the "first right of refusal" by contacting the Tacoma PD first as stated below.

40
41 The City will make all necessary temporary adjustments to existing traffic signals and
42 traffic signal activators.

43
44 Existing signs shall not be removed until the Contractor has provided for temporary
45 measures sufficient to safeguard and direct traffic after existing signs have been
46 removed. Preservation of temporary traffic control and street name signs shall be the
47 sole responsibility of the Contractor.

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

5 **Traffic Control Management**

6 **1-10.2(1) General**

7 **(January 3, 2017)**

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

9
10
11 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
12 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
13 following:

14
15 The Northwest Laborers-Employers Training Trust
16 27055 Ohio Ave.
17 Kingston, WA 98346
18 (360) 297-3035

19
20 Evergreen Safety Council
21 12545 135th Ave. NE
22 Kirkland, WA 98034-8709
23 1-800-521-0778

24
25 The American Traffic Safety Services Association
26 15 Riverside Parkway, Suite 100
27 Fredericksburg, Virginia 22406-1022
28 Training Dept. Toll Free (877) 642-4637
29 Phone: (540) 368-1701

30
31 *Section 1-10.3 is supplemented with the following:*

32 **Signalized Intersections**

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

34
35
36 When construction operations are such that an existing traffic signal is required to be
37 overridden to allow for traffic control measures, the signal shall be overridden only by a
38 uniformed off-duty police officer.

39
40 All off-duty officers shall be commissioned within the State of Washington.

41
42 Tacoma Police Department officers shall be the first choice for traffic control that
43 overrides any traffic signal within the City of Tacoma. The Contractor shall first contact
44 Lt. Chris Karl at the Tacoma PD, ckarl@cityoftacoma.org or (253) 405-2352, to schedule
45 police officers for the specified traffic control duty.

46
47 Only in the case that the Tacoma PD cannot supply officers, and only after the Engineer
48 notifies the Contractor in writing, shall the Contractor be authorized to contact other
49 jurisdictions for off-duty police officers. If the Contractor fails to comply with this special
50 provision, the City of Tacoma shall not owe the Contractor any compensation for off-duty
51 officers from other jurisdictions.

1 **1-10.3(1) Traffic Control Labor**

2 The first paragraph is revised to read:

3
4 The Contractor shall furnish all personnel for flagging, for the execution of all procedures
5 related to temporary traffic control and for the setup, maintenance and removal of all
6 temporary traffic control devices and construction signs necessary to control vehicular,
7 bicycle, and pedestrian traffic during construction operations.

8
9 **1-10.3(1)A Flaggers and Spotters**

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

11
12 **Spotters**

13 The Contractor shall provide a spotter where needed and when indicated on the plans
14 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall
15 walk ahead of the construction vehicle in the direction of vehicle travel to insure no
16 student, school employee, school visitors, or other pedestrians are in the path of vehicle
17 travel, as well as exclusively assisting with the navigation of pedestrians through,
18 around, adjacent to, and/or through the work zone or adjoining traffic control areas as
19 indicated in the traffic control plans or as directed to do so on-site. In the course of these
20 responsibilities, the spotter shall signal the vehicle to stop should a student, school
21 employee, visitor, or other pedestrian be in the immediate path of the vehicle. The
22 vehicle shall remain stopped under the direction of the spotter until all pedestrians are
23 out of the immediate path of the vehicle.

24
25 **1-10.3(1)B Other Traffic Control Labor**

26 *This section is revised to read:*

27
28 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
29 control procedures required by the construction operations and for the labor and
30 equipment to install, maintain, and remove any traffic control devices shown on Traffic
31 Control Plans.

32
33 **1-10.3(2)F Signalized Intersections**

34 **(*****)**

35
36 When construction operations are such that an existing traffic signal is required to be
37 overridden to allow for traffic control measures, the signal shall be overridden only by a
38 uniformed off-duty police officer. Use of uniformed off-duty police officers shall be used
39 only when approved by the City.

40
41 All off-duty officers shall be commissioned within the State of Washington.

42
43 Tacoma Police Department officers shall be the first choice for traffic control that
44 overrides any traffic signal within within the jurisdiction of the City of Tacoma PD. The
45 Contractor shall first contact Tacoma Police Department, Special Events Sergeant
46 (contact information below), to schedule police officers for the specified traffic control
47 duty.

Tacoma Police Department
Special Events Sergeant
(253) 591-5932
TacomaPoliceEvents@ci.tacoma.wa.us

All costs associated with the use of uniformed off-duty police officers shall be included in the lump sum price for, "Project Temporary Traffic Control".

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 Contractor 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(3)A Construction Signs
(January 11, 2006 Tacoma GSP)**

The fifth paragraph is revised to read:

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

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

This section is supplemented with the following:

Up to six (6) Portable Changeable Message Signs shall be required at a given time for use in all stages/phases of the project's traffic control, and be in place prior to contractor beginning construction within the roadway segment. For the overall project work sites, two of the six PCMS shall be used, one for each direction, on Norpoint Way NE in advance of the work site; and up to four of the six PCMS shall be used in advance of work occurring on Alder Street and if that work is positioned in proximity to North 21st Street such that an additional two (for the total of four) PCMS are needed on the North 21st Street approaches to Alder Street. PCMS shall be provided a minimum of seven (7) calendar days prior to construction beginning at the respective locations/work sites and can be removed thereafter, but shall be required to be deployed again in advance for any change in work site involving an arterial roadway that would generate the need for additional and/or new advance notice to the traveling public. All costs incurred to provide and maintain the signs for the required durations shall be included in the lump sum price for "Project Temporary Traffic Control" according to Section 1-10.

(*****)

To prevent hacker from getting access to the Portable Change Message Signs (PCMS), the contractor is required to change the default password and to take other appropriate measures for field access to message control features on the PCMS. In addition, the contractor shall verify the PCMS control box, if any, is secured and locked from tampering during the daily review of the work zone set up and conditions of the traffic control devices.

1 **1-10.4 Measurement**

2
3 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
4 **(January 11, 2006 Tacoma GSP)**

5 *This section is supplemented with the following:*

6
7 No unit of measure will apply to the position of traffic control manager and it will be
8 considered included in other unit contract prices in the Bid Proposal.

9
10 "Sidewalk Replacement Temporary Traffic Control" will be measured per each sidewalk
11 replacement site requiring Project Temporary Traffic Control in accordance with Section
12 1-10 that is not adjacent to planned pavement rehabilitation activities.

13
14 **1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control**

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

16
17 (August 2, 2004)

18 The bid proposal contains the item **"Project Temporary Traffic Control," lump sum** and
19 the additional temporary traffic control items listed below. The provisions of Section 1-
20 10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

21
22 ***

23 **"Pedestrian Traffic Control," lump sum**

24 ***

25 **1-10.5(2) Item Bids with Lump Sum for Incidentals**
26 **(January 11, 2006 Tacoma GSP)**

27 *This section is supplemented with the following:*

28
29 The Bid Item "Pedestrian Traffic Control" is supplemented with the following:

30
31 All costs incurred for "Temporary Pedestrian Access" and "Spotter" shall be included in the
32 price per lump sum for "Pedestrian Traffic Control", according to Section 1-10.

33
34 "Sidewalk Replacement Temporary Traffic Control" per each.

35
36 The unit Contract price, when applied to the number of units measured for this item in
37 accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by
38 the Contractor in performing the Work for providing Project Temporary Traffic Control in
39 accordance with section 1-10 to each sidewalk replacement site mentioned in Appendix
40 C.

41
42
43 **END OF SECTION**
44

1 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**
2 **(March 17, 2016 Tacoma GSP)**

3
4 **2-01.1 Description**

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

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

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

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

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

16 *The second paragraph is revised to read:*

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

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

21 *This section is revised to read:*

- 22
23 1. Fell trees only within the area to be cleared as shown on the Plans.
24 2. Close-cut parallel to the slope of the ground all stumps to be left in the
25 cleared area outside the slope stakes.
26 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
27 4. Follow these requirements for all stumps that will be buried by fills deeper
28 than 5-feet from the top, side, or end surface of the embankment or any
29 structure and are in a location that will not be terraced as described in
30 Section 2-03.3(14):
31 a. Close-cut stumps under 18-inches in diameter.
32 b. Trim stumps that exceed 18-inches in diameter to no more than 12-
33 inches above original ground level.
34 5. Leave standing any trees or native growth indicated by the Engineer.
35 6. Trim all trees to be left standing to the height specified by the Engineer and
36 certified Arborist, with a minimum height of eight (8) feet above sidewalk and
37 fourteen (14) feet above the roadway surface. Neatly cut all limbs close to
38 the tree trunk. All tree trimming must be done by or under the direction of a
39 certified Arborist.
40 7. Thin clumps of native growth as the Engineer may direct.

41 *Item 8 is revised to read:*

- 42 8. Protect, by fencing if necessary, all trees or native growth from any damage
43 caused by construction operations in accordance with Standard Plans LS-08
44 through LS-11.

45 *This section is supplemented with:*

- 46 9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and
47 curb ramps to a minimum of four inches from the edge of sidewalk or as
48 directed by the Engineer or Certified Arborist.
49 10. Perform all work as required by the certified Arborist Reports, attached in the
50 appendix to protect, remove, trim, prune roots or limbs, and any other works
51 detailed in the Arborist Reports. This includes all labor, time, and materials

for this work. This work shall be performed on Force Account per Section 1-09.6.

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. All stumps identified for stump grinding or as directed by the Engineer or certified Arborist shall be ground to eight inches below final grade.

This section is added:

2-01.3(1)A Tree Protection

Trees not marked for removal or in clearing and grubbing limits shall be protected in accordance with Standard Specifications, Urban Forestry Manual, City of Tacoma Standard Plan, and certified arborist recommendations. Protection activities shall include, but are not limited to, use of straight edge buckets for excavation, hand digging where necessary, clean cutting roots that need removal, root shaving, installing wire mesh and fencing, protecting cut roots.

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.

This section is supplemented with the following:

2-01.3(5) Certified Arborist

The Contractor shall provide a certified Arborist on site to assess and provide Arborist Reports or arborist logs 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(6) 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.

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

4
5 "Brush" is defined as any perennial vegetation which normally attains a height of ten (10)
6 feet or less at maturity, which is not maintained as part of a landscape feature, which is
7 "volunteer" growth or which exists in a naturalized state. Examples include but are not
8 limited to stands of blackberries and scotch broom.

10 **2-01.3(7) Tree and Stump Classifications**

11
12 Trees shall be classified by the measured diameter at a point four and one-half (4-½)
13 feet above average ground level. Trees that have several stems at the four and one-half
14 (4-½) foot height will be considered a tree clump. The largest diameter single stem will
15 be measured and will dictate the class rating. Only the largest, single stem in the clump
16 will be utilized for measurement and payment.

17
18 Stumps shall be classified by the measured diameter at the highest point of the stump
19 above the average ground level or a point four and one-half (4-1/2) feet above the
20 average ground level, whichever is less.

21
22 Trees and stumps will be classified as follows:

23		
24	Less than 4 inches	Class 0
25	4 inches up to but not including 12 inches	Class I
26	12 inches up to but not including 24 inches	Class II
27	24 inches up to and including 42 inches	Class III
28	Greater than 42 inches (Tree height greater than 30 feet)	Class IV
29	Greater than 42 inches (Tree height of 30 feet or less)	Class V
30		
31		

32 **2-01.4 Measurement**

33 *This section is supplemented with the following:*

34
35 No specific unit of measurement shall apply to the lump sum item "Certified Arborist".

36
37 No specific unit of measurement shall apply to "Certified Arborist Assessment Report
38 Compliance", by force account.

40 **2-01.5 Payment**

41 (*****)

42
43 *The Bid item "Clearing and Grubbing" is supplemented with the following:*

44
45 In addition, the lump sum Contract price for "Clearing and Grubbing" shall be full pay for
46 native growth protection and tree protection, including tree protection fencing in
47 accordance with Standard Plans LS-08 thru LS-11.

48
49 *This section is supplemented with the following:*

50
51 "Certified Arborist", lump sum

1
2 The lump sum contract price for "Certified Arborist" shall be full pay for all labor,
3 materials, and equipment to provide a certified Arborist on site prior to and during
4 construction to perform all tree assessments, provide tree assessment reports, direct
5 and assess all tree trimming, root and limb pruning, tree removals or other tree work (not
6 included in other bid items) as directed by the Engineer and in accordance with the
7 Contract. No extra payment shall be made for any delays in construction schedule to
8 provide a certified Arborist and comply with the certified Arborists assessments and
9 reports.

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13 **END OF SECTION**
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2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

(***)**

2-02.1 Description

This Section is revised to read:

The Work described in this section includes removing and disposing of, or salvaging, relocating, materials and features or appurtenances as shown on the Contract Plans and according to the Specifications.

The Work also includes performing utility location through test holes according to these special provisions, for determining the location and depth of existing utilities or structures.

Backfilling of trenches, holes, or pits resulting from this Work is included.

2-02.2 Materials

This section is revised to read:

Materials shall include all material or equipment needed to excavate, remove, shore, salvage and store, and to replace existing material.

2-02.3 Construction Requirements

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

As shown per Plans, Specifications and per these Special Provisions, the Contractor shall relocate or raze, remove, and dispose of all underground structures and utilities, fences, landscaping walls, extruded curbs, rubble, rocks and boulders, and any other obstructions that form an obstacle to construction.

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

This section is deleted.

This Section is supplemented with the following:

The Contractor shall haul and dispose of all soil material excavated from the Project site in accordance with Special Provisions Sections 2-03 and 2-17.

Section 2-02.3 is supplemented with the following:

2-02.3(5) Existing Traffic Signs

Any street name signs, traffic signs and parking signs that exist in the work area shall be salvaged and replaced as directed by the Engineer.

2-02.3(7) Existing Irrigation Systems

The Engineer shall verify, in the presence of the owner and Contractor, operation, location, and existing pressure capabilities and continuity of existing private systems prior to excavation and removal. Not all existing sprinkler heads may be shown on the plans.

1 The Contractor shall cut and cap the existing systems to remain in place. The work shall
2 include testing the resulting sprinkler system operation, and making the necessary
3 repairs and modifications as directed by the Engineer. Sprinkler heads, pipe, wiring,
4 control valves or other irrigation materials removed will be given to the owner for their
5 use in making necessary modifications to their remaining irrigation system. If the
6 Contractor damages any of these materials during clearing & grubbing, excavation and
7 removal and storage, the Contractor will replace the damaged materials with new of
8 same make and model, or approved equal. Replacement of damaged materials will be
9 at the Contractor's expense.

10
11 Removal of materials, cutting and capping, and all additional work of reconnecting, and
12 making necessary modifications, including installation of new point of connection
13 equipment and/ or improvements to provide a working, functional system shall be as
14 directed by the Engineer and according to Section 8-03, except payment shall be
15 according to Section 2-02.5.

16 17 **2-02.4 Vacant**

18 *This Section including the heading is revised to read:*

19 20 **2-02.4 Measurement**

21 *This section is supplemented with the following:*

22
23 Borings with piezometers to be abandoned will be measured per each.

24
25 Measurement of the test hole shall be measured per linear foot from the surface of the
26 existing ground to the bottom of the excavated test hole.

27
28 No specific unit of measurement will apply to "Existing Irrigation Systems" per force
29 account, which shall be itemized by the contractor.

30 31 **2-02.5 Payment**

32 *This section is revised to read:*

33
34 Payment will be made in accordance with Section 1-04.1, for the following Bid items
35 when they are included in the Proposal:

36
37 "Removal of Structures and Obstructions", lump sum

38
39 Any relocation, salvage, demolition and removal Work according to these specifications
40 and not specifically included in other bid items shall be paid for under "Removal of
41 Structures and Obstructions", lump sum.

42
43 "Existing Irrigation Systems", by force account

44
45 Cutting, removing, capping, and modifying, repairing existing irrigation systems in
46 accordance with these Specifications and Special Provisions shall be paid by force
47 account in accordance with Section 1-09.6.

48
49
50
51 **END OF SECTION**

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**
2 **(August 14, 2019 Tacoma GSP)**
3

4 **2-03.1 Description**

5 *The last sentence of the first paragraph is deleted.*
6

7 **2-03.3 Construction Requirements**
8

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

11 Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI
12 Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed
13 solid waste disposal facility.
14

15 **2-03.3(5) Slope Treatment**

16 *This section is deleted.*
17

18 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

19 *This section is deleted.*
20

21 **2-03.5 Payment**

22 *The Pay Item "Unsuitable Foundation Excavation Incl. Haul" is supplemented with the*
23 *following:*
24

25 For the purpose of providing a common Proposal for all Bidders, the Proposal quantity
26 for "Unsuitable Foundation Excavation Incl. Haul" is based on the estimated amount of
27 unsuitable foundation in embankment areas.
28

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

31 "Roadway Excavation of Contaminated Material, Incl. Haul", per cubic yard.
32

33 The unit Contract price per cubic yard for "Roadway Excavation of Contaminated
34 Material, Incl. Haul" shall be full compensation for all costs incurred for excavating,
35 loading, placing, disposal and haul to LRI or other approved facility.
36
37
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39

40 **END OF SECTION**
41
42

1 **2-06 SUBGRADE PREPARATION**
2 **(September 20, 2018 Tacoma GSP)**

3
4 **2-06.3 Construction Requirements**

5 *This section is supplemented with the following:*

6
7 **Subgrade Repair for Subgrade Not Constructed Under Same Contract**

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

16
17 **Subgrade Maintenance and Protection**

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

26
27 The Contractor and City Inspector should walk the exposed subgrade on a daily basis to
28 determine if there is damage to the subgrade. Any Subgrade areas that require repair
29 according to this section shall be determined solely by the City Inspector.

30
31 **2-06.5 Measurement and Payment**

32 *This section is supplemented with the following:*

33
34 Subgrade Maintenance and Protection Plan shall be paid by lump sum and shall apply to
35 all subgrade.

36
37 "Subgrade Maintenance and Protection Plan", per lump sum

38
39 The lump sum contract price for "Subgrade Maintenance and Protection Plan" shall be
40 full pay for all costs, including but not limited to, preparing, submitting, revising, and
41 resubmitting revisions for the Subgrade Maintenance and Protection Plan.

42
43 All costs for Subgrade Maintenance and Protection shall be included in other bid item
44 work.

45
46 If the contractor fails to protect the subgrade so that additional subgrade repairs are
47 required as determined by the City Inspector, then the city shall not owe payment for
48 these additional subgrade repairs in accordance with Section 2-06.3.

1 **2-06.5(2) Subgrade Not Constructed Under Same Contract**

2
3 *Item 5 under this section is deleted.*

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6 **END OF SECTION**
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1 **2-07 WATERING**
2 **(August 3, 2009 Tacoma GSP)**
3

4 **2-07.3 Construction Requirements**

5 *The last sentence of the first paragraph is revised to read:*
6

7 The Engineer may direct that the Contractor apply water during non-working hours such
8 as evenings, weekends, or recognized holidays.
9

10 *Section 2-07.3 is supplemented with the following:*
11

12 **2-07.3(1) Water Supplied from Hydrants**
13

14 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or
15 any other construction activities associated with this project. Prior to construction
16 activities, it shall be the Contractor's responsibility to verify which hydrants will be
17 available by contacting Tacoma Water. The Contractor shall use only those hydrants
18 designated by Tacoma Water.
19

20 Water supplied from hydrants governed by Tacoma Water shall be used in strict
21 compliance with the "Operating Procedures for the use of Water Division Hydrants"
22 available at the Tacoma Water Permit Counter.
23

24 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the
25 Water Permit Counter at:
26

27 Tacoma Public Utilities
28 Administrative Building, 2nd floor
29 3628 South 35th Street
30 Tacoma, WA 98409
31 (253) 502-8247
32

33 A copy of the approved Hydrant Permit shall be submitted to the Engineer.
34

35 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
36 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall
37 undergo training to receive the required certification. Contact the Water Permit Counter
38 to set up training as necessary.
39
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42 **END OF SECTION**
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1 **2-09 STRUCTURE EXCAVATION**
2 **(March 17, 2016 Tacoma GSP)**
3

4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*
6

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

10
11 *The fourth paragraph is revised to read:*
12

13 There will be no specific unit of measure for the excavation required for manholes, catch
14 basins, grate inlets, and drop inlets.
15

16 **2-09.5 Payment**

17 *The pay item for "Structure Excavation Class B" is supplemented with the following:*
18

19 "Structure Excavation Class B", per cubic yard.
20

21 The unit Contract price for "Structure Excavation Class B" shall be full payment for all
22 excavation, removal of water; storing, protecting and re-handling of suitable backfill
23 material; backfilling of the trench, compaction of backfill, and all other work necessary for
24 the construction of the sewer trench.
25

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27 **END OF SECTION**
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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
7 surfaces identified on the Plans or as marked in the field.
8

9 **2-14.2 Pavement Classification**
10

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

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

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

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

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

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

2-14.5 Payment

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

"Remove Existing Pavement, Type ____Class____", per square yard

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

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
7 and 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 be based on composition, as defined below:
12

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

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

19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete
20 extruded 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
23 with a 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
28 section under the curb. The removal shall be accomplished by sawcutting along the
29 face of the curb.
30

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

37 **2-15.4 Measurement**
38

39 Curb and curb and gutter removal will be measured per linear foot.
40

41 **2-15.5 Payment**
42

43 Payment will be made in accordance with Section 1-04.1.
44

45 "Remove Curb", per linear foot
46

47 The unit Contract price per linear foot for "Remove Curb" shall include all types of curb
48 as specified in the Section.
49

50 All costs associated with saw cutting necessary for the removal of curb and/or curb and
51 gutter shall be included in the unit Contract price for removal.
52

53 **END OF SECTION**
54

1 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **2-16.1 Description**
5

6 The Work described in this section includes the complete removal and disposal of catch
7 basins, manholes, and curb inlets as identified on the Plans.
8

9 **2-16.2 Vacant**
10

11 **2-16.3 Construction Requirements**
12

13 Where the structures are removed, the excavation shall be backfilled with native material
14 if deemed suitable by the Engineer or imported backfill material.
15

16 Material determined by the Engineer to be unsuitable at the time of excavation shall be
17 removed and replaced with imported backfill material. Payment will be made at the unit
18 contract price of the item in the proposal, or as extra work under Section 1-04.4 if not
19 included as an item in the proposal.
20

21 All pipe openings shall be plugged in accordance with 7-08.3(4).
22

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

28 **2-16.4 Measurement**
29

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

32 **2-16.5 Payment**
33

34 Payment will be made in accordance with Section 1-04.1.
35

36 "Remove Catch Basin", per each
37

38 "Remove Manhole", per each
39

40 All costs associated with the placement and compaction of the backfill material shall be
41 included in the unit Contract price for removal.
42

43
44 **END OF SECTION**
45
46
47
48
49
50

1 **2-17 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS IN**
2 **TACOMA SMELTER PLUME**
3 **(June 3, 2014 Tacoma GSP)**
4

5 **2-17.1 Description**
6

7 **2-17.1(1) General**

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

15
16 The Contractor is advised to review the applicable Washington Administrative Codes
17 (WAC), Washington Department of Ecology (DOE), Washington State Department of
18 Health (DOH), MTCA and Asarco Reports.

19
20 Websites for further information:

21
22 WAC: <http://apps.leg.wa.gov/wac/> (Title 173-303 & 173-340)

23
24 DOH: <http://www.doh.wa.gov/>

25
26 DOE: <http://www.ecy.wa.gov/>

27
28 MTCA: <http://www.ecy.wa.gov/pubs/9406.pdf>

29
30 Public Health Seattle and King County:
31 <http://www.kingcounty.gov/healthservices/health/ehs/toxic/ArsenicLead.aspx>

32
33 Pierce County Health Department:
34 <http://www.tpchd.org/index.php>

35
36 Environmental Protection Agency, Asarco Smelter Cleanup:
37 <http://www.epa.gov/region10>

38
39 Agency for Toxics Substances and Disease Registry, Facts on Arsenic:
40 <http://www.atsdr.cdc.gov/tfacts2.html>

41
42 Centers for Disease Control, Facts on Lead:
43 <http://www.cdc.gov/nceh/lead/publications/1997/factlead.htm>

44
45 Department of Health, Drinking Water:
46 <http://www.doh.wa.gov/ehp/dw>

47
48 **2-17.1(2) Site Description**
49
50

1 **2-17.1(2)A Historical Land Use**

2
3 The Tacoma smelter opened in 1890 as a lead smelter. Asarco purchased it in 1905
4 and converted it to copper smelting in 1912. The smelter operated for nearly 100 years,
5 closing in 1986. The smelter specialized in processing ores with high arsenic
6 concentrations.

7
8 The smelter used a 562 foot smokestack. The chemicals in the smoke from the stack
9 were carried out by the wind, and settled to the ground over a 1,000 square mile area.
10 Much of the soil in King and Pierce Counties has been contaminated with arsenic and
11 lead. Arsenic is a human carcinogen, and lead can cause development disabilities. The
12 Department of Ecology and state and local health departments are concerned about
13 potential health risks to people exposed to the contamination.

14
15 **2-17.1(2)B Soil Descriptions and Soil Quality**

16
17 Subsurface conditions at the site were explored in December 2022 by drilling borings
18 along the project alignment. Details regarding the subsurface exploration, geotechnical
19 laboratory testing, and summary logs of the explorations are included in the Appendix of
20 these Specifications.

21
22 The Contracting Agency tested the soils collected from the geotechnical borings in the
23 project for arsenic and lead. A summary of the chemical analytical results for the soils is
24 located in the Appendix of these Specifications.

25
26 **2-17.1(3) Soil Management**

27
28 The contaminated material limits and depths are shown on the Plans. The Contractor
29 shall load this contaminated material directly into trucks and dispose of it as
30 contaminated material at LRI Landfill, located at 30919 Meridian Street East, Graham,
31 WA or a licensed solid waste disposal facility. A Waste Disposal Authorization (WDA)
32 for LRI will be supplied to the Contractor at the beginning of the Construction Activities.
33 The Contractor shall follow all provisions of the WDA.

34
35 The remaining excavated material outside of these limits is not considered
36 contaminated. This material may be used for backfill in this project if suitable in
37 accordance with these Specifications.

38
39 **2-17.1(4) Submittals**

40
41 This paragraph lists submittals required for this project area. Other submittals will be as
42 required.

- 43 1. **Health and Safety Plan** – Section 2-17.2(2).
44 2. **Resume of Site Health and Safety Officer** – Section 2-17.2(3).
45 3. **Manifest Package and Supporting Analytical Data** – Section 2-17.3(2)D
46 4. **Soil Management Plan** – Section 2-17.2(5)
47 5. **Contractor and/or Subcontractor Environmental Qualifications**
48
49
50

1 **2-17.2 Health and Safety**

2
3 The Contractor shall be responsible for the health and safety conditions at the job site
4 related to the regulated substances. This includes the health and safety of workers and
5 public during work and non-working hours. The Contractor shall inform all workers and
6 visitors of the potential for exposure to regulated materials. The Contractor shall follow
7 regulatory procedures to prevent the release of contamination.

8
9 Contaminated material excavated during the project is considered solid waste. The
10 Contractor's Health and Safety Plan shall specify training requirements for the site,
11 including 24, 48, or 80 hour training OSHA training as referenced in WAC 296 843
12 20010, if applicable. The Contractor shall be responsible for all training costs.

13
14 **2-17.2(1) Health and Safety Laws and Regulations**

15
16 For all work conducted within the limits of this project site, the Contractor shall ensure
17 compliance with all applicable health and safety provisions for hazardous waste
18 operations, including requirements of the Federal Occupation Safety and Health Act of
19 1970 (OSHA) and all amendments, including 29 CFR Part 1910, WAC 296-843, as well
20 as any other applicable regulations. Failure to be thoroughly familiar with applicable
21 health and safety provisions shall not relieve the Contractor of the responsibility to fully
22 comply with all laws and regulations.

23
24 **2-17.2(2) Site Health and Safety Plan**

25
26 The Site Health and Safety Plan shall be prepared in accordance with WAC 173-340-
27 810. The Contractor shall develop a written Site Health and Safety Plan to be used for
28 the duration of the project. The plan shall incorporate all required city, county, state, and
29 federal health and safety provisions. The plan shall be submitted to the City within ten
30 (10) working days after execution of the contract. The Contractor is advised that the City
31 will review the Site Health and Safety Plan, but the Contractor is solely responsible for
32 ensuring that the Site Health and Safety Plan is implemented in accordance with the
33 regulatory requirements. At least one copy of the plan shall be maintained at the work
34 site. A properly qualified individual shall be assigned to serve as the Site Health and
35 Safety Officer, authorized to supervise and enforce compliance with the plan. The
36 Health and Safety Officer shall be responsible for monitoring the work area for health
37 hazards including sampling of the air, soil, and water as required to ensure worker
38 safety.

39
40 All provisions of the Site Health and Safety Plan shall apply to the Contractor,
41 Subcontractors, and all other visitors to the site. Approved Subcontractors may elect to
42 develop a site-specific plan, but this shall not relieve the Contractor of the requirements
43 and responsibilities described herein. The terms and provisions of a Subcontractor's
44 site-specific plan shall meet or exceed the Contractor's plan and shall be submitted to
45 the City or its agents prior to the Subcontractor commencing work.

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

- 3
4 1. A list of chemical hazards and physical hazards, allowable OSHA
5 exposure levels, threshold limit values, and all other regulatory exposure
6 levels.
- 7
8 2. If 24, 48, or 80 hour training is required by the Site Health and Safety
9 Plan, then the Contractor shall provide a list of all persons, by work
10 category/type, who will be trained. Photocopies of the employee's
11 training certificates shall be submitted to the Contracting Agency.
- 12
13 3. Engineering controls, work practices, personnel and equipment
14 decontamination procedures, and types of personal protective equipment
15 to be used.
- 16
17 4. A list of safety and monitoring equipment to be kept at the job site and its
18 storage location. A record of monitoring equipment calibration shall be
19 maintained.
- 20
21 5. A list of required health and safety information to be documented.
- 22
23 6. An emergency evacuation plan for immediate removal to the nearest
24 hospital or doctor's care for any person who may be injured on the job
25 site. It shall include evacuation routes to medical treatment and
26 emergency telephone numbers for hospitals, ambulances, police and fire
27 departments, poison control, and the City of Tacoma.

28
29 In the event the Health and Safety Plan is determined by a regulatory agency to be
30 inadequate to protect the employees and the public, then the Plan shall be modified by
31 the Contractor at the Contractor's sole expense.

32 33 **2-17.2(3) Site Health and Safety Officer**

34
35 The Contractor shall appoint a Site Health and Safety Officer for the project. The Health
36 and Safety Officer must meet the requirements contained in 29 CFR Part 1910 and
37 Chapter 296-62 WAC and who is qualified by experience and training in hazardous
38 waste operations in accordance with other applicable laws, regulations, and
39 requirements of this Section. The Site Health and Safety Officer shall be qualified and
40 authorized to monitor, supervise, and enforce safety compliance with the Site Health and
41 Safety Plan. A resume of the Site Health and Safety Officer's qualifications shall be
42 submitted to the City for review within five (5) working days of receiving the Notice to
43 Proceed. The Site Health and Safety Officer shall be on site at all times when work
44 operations involve excavation and trenching or at other times when the potential for
45 encountering hazardous substances exists as identified as contaminated soil in the
46 Plans and Section 2-17.

47
48 The Contractor shall be solely responsible for identification and monitoring of air (gases),
49 soil, dust, and groundwater with chemical constituents that could pose health and safety
50 concerns to site personnel. The Contractor shall provide for the protection of safety and

1 health of all workers and other authorized persons, including the City and its agents at
2 the jobsite from exposure to potentially hazardous substances.

3
4 The Contractor shall be solely responsible for ensuring that all necessary monitoring
5 equipment, protective clothing, and other supplies and equipment up to the appropriate
6 level of protection as defined by WISHA, OSHA, and other applicable guidelines are
7 available to implement the plan. No work shall take place in areas where hazardous
8 substances may potentially be present unless the Site Health and Safety Officer is
9 present and monitoring site conditions.

10
11 The Contractor, through the Site Health and Safety Officer, shall not permit any
12 employee, in the performance of the Contract, to work under conditions which are
13 hazardous to the employee. Should violations of the safety and health requirements be
14 called to the Site Health and Safety Officer's attention by the City, its agent, or any
15 authorized representative of a regulator agency, then the Contractor shall immediately
16 correct the identified conditions.

17 18 **2-17.2(4) Contractor Safety Equipment**

19
20 The Contractor shall maintain, at the job site, first-aid and safety equipment applicable to
21 the work as prescribed by the governing safety authorities. All required safety
22 equipment shall be kept in fully operational condition for the duration of the contract.

23
24 All personnel shall be trained in the use of the appropriate safety equipment that would
25 be utilized during the course of their work. The Site Health and Safety Officer shall
26 ascertain that the safety equipment is being used when appropriate and/or required.

27 28 **2-17.2(5) Soil Management Plan**

29
30 The Contractor shall submit a detailed plan for management of all excavated soils. The
31 plan shall include excavation, loading, and transporting procedures, dust control
32 procedures, and disposal of contaminated soils.

33 34 **2-17.3 Construction Requirements**

35
36 Construction activities at the site will generate excess soils and possible groundwater
37 associated with the installation of underground utilities. The Contractor shall fully
38 develop and implement a program in accordance with the Health and Safety Plan to
39 ensure worker health and safety and to minimize disruption to construction due to site
40 contamination.

41 42 **2-17.3(1) Notification**

43
44 The Contractor shall notify the Contracting Agency, in writing, at least ten (10) working
45 days prior to the date that excavation operations are to begin and identify the limits of
46 that excavation. Excavation and sampling shall not take place without a designated
47 representative from the Contracting Agency on site.

48 49 **2-17.3(2) Transportation**

1 **2-17.3(2)A General**

2
3 The Contractor shall provide all equipment, personnel, and materials necessary to load
4 and transport waste materials, including contaminated soils and debris, for off-site
5 treatment and/or disposal in accordance with federal, state, and local regulations.
6

7 **2-17.3(2)B Control of Waste Material**

8
9 Vehicles used by the Contractor to transport waste materials shall be properly designed,
10 equipped, and maintained to prevent the loss of materials during transport. The
11 following requirements shall be met for all vehicles transporting waste materials from the
12 site:
13

- 14 1. No soil from the site shall adhere to the outside of the surface of the
15 vehicle (including tires and undercarriage).
16
- 17 2. No liquids shall be leaking or dripping from the vehicles.
18
- 19 3. Any and all waste materials shall be covered with tarpaulin or otherwise
20 completely enclosed to prevent loss of materials from the vehicle during
21 transport.
22

23 If leaking or dripping from transport vehicles occurs, the Contracting Agency may direct
24 the Contractor to use liners or other means to prevent dripping and leaking. The
25 Contractor shall implement such measures, as directed by the Contracting Agency, at
26 the Contractor's sole expense.
27

28 **2-17.3(2)C Street Sweeping**

29
30 The Contractor shall sweep those streets within the project when truck traffic carries soil
31 from the site into the street. Street sweeping shall be conducted in such a way as to not
32 generate visible dust. Material collected from street sweeping shall be disposed of in a
33 legal manner at an off-site location and be included in the street cleaning bid item.
34

35 **2-17.3(2)D Transportation and Shipping Requirements**

36
37 The Contractor shall be responsible for obtaining permits and authorizations necessary
38 to use the selected haul routes. The Contractor shall use United States DOT
39 regulations, 49 CFR 172.101 to identify proper shipping names for each hazardous
40 material (including Dangerous Waste) to be shipped off site. Proper shipping names
41 shall be submitted to the Contracting Agency in the form of draft shipping documents for
42 review and comment.
43

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

1
2 **2-17.3(3) Off-site Treatment and Disposal**
3

4 The Contractor shall provide documentation of legal disposition including trip tickets and
5 Certificates of Disposal.
6

7 **2-17.4 Measurement**
8

9 No specific measurement shall apply to the lump sum item of Site Health and Safety
10 Plan, Site Health and Safety Officer, and Soil Management Plan.
11

12 **2-17.5 Payment**
13

14 Payment will be made in accordance with Section 1-04.1 for each of the following Bid
15 Items that are included in the Proposal:
16

17 "Site Health and Safety Plan", per lump sum.
18

19 "Site Health and Safety Officer", per lump sum.
20

21 "Soil Management Plan", per lump sum.
22

23 Health and safety training, safety equipment and practices, dust control, efficiency
24 losses to other Contract items caused by handling contaminated materials, and other
25 Work required to comply with this specification not specifically identified in a Bid item
26 shall be considered incidental to the work to comply with this Section and all costs
27 therefore shall be included in the Contract prices for the payment items involved and
28 included in the Proposal.
29

30 **END OF SECTION**
31
32

1 **3-04 ACCEPTANCE OF AGGREGATE**

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

3
4 **3-04.1 Description**

5 *This Section is revised to read:*

6
7 This work shall consist of acceptance of aggregate as provided for under nonstatistical
8 evaluation.

9
10 **3-04.3(1) General**

11 *This Section is revised to read:*

12
13 For the purpose of acceptance sampling and testing, all test results obtained for a
14 material type will be evaluated collectively. Sublot sampling and testing will be
15 performed on a random basis at the frequency of one sample per sublot. Based on plan
16 quantities, the sublot size will be determined to the nearest 100 tons (50 cy). The
17 maximum sublot size will be as defined in Table 1.

18
19 **3-04.3(4) Testing Results**

20 *This Section is revised to read:*

21
22 The results of all acceptance testing will be provided by the Engineer within 3 working
23 day of testing.

24
25 **3-04.3(5) Nonstatistical Evaluation**

26 *This Section is revised to read:*

27
28 Each lot of aggregate materials produced under nonstatistical evaluation and having all
29 constituents falling within the specification limits shall be accepted with no further
30 evaluation. When one or more constituents fall outside the specification limits, the
31 material will be evaluated by more sample tests. A minimum of three sublots will be
32 sampled and tested, when less than three sublots exist additional samples shall be
33 tested to provide a minimum of three sets of results for evaluation. The test results of the
34 sublots shall be evaluated in accordance with Section 1-06.2 using the price adjustment
35 factors from Table 2 to determine the appropriate CPF. The maximum CPF shall be
36 1.00.

37
38 **3-04.3(6) Statistical Evaluation**

39 *This section is deleted.*

40
41
42
43 **END OF SECTION**
44
45
46
47
48
49
50
51

1 **4-04 BALLAST AND CRUSHED SURFACING 1**

2 (March 17, 2003 Tacoma GSP)

3
4 **4-04.2 Materials**

5 *This section is supplemented with the following:*

6
7 Recycled material will not be approved for replacement of any naturally occurring
8 material specified in this section.

9
10 **4-04.5 Payment**

11 *This section is supplemented with the following:*

12
13 All costs for labor, equipment, and materials required to furnish, place, and compact the
14 crushed surfacing top course for all asphalt concrete approaches and non-paved
15 approaches shall be included in the unit Contract price for "Crushed Surfacing Top
16 Course", per ton.

17
18
19 **END OF SECTION**
20
21
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5-04 HOT MIX ASPHALT

(***)**

This Section is revised according to the following overriding provisions:

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

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

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

5-04.1 Description

(***)**

This section is supplemented with the following:

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

5-04.2 Materials

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

(April 1, 2018 Tacoma GSP)

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

5-04.2(2) Mix Design – Obtaining Project Approval

(April 1, 2018 Tacoma GSP)

This section is revised to read:

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

No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate HMA mix design submittals according to Visual Evaluation per Table 1. The mix design will be the initial JMF for the class of HMA. The Contractor may request

1 a change in the JMF. Any adjustments to the JMF will require the approval of the
2 Project Engineer and must be made in accordance with Section 9-03.8(7).

3
4 Mix designs for HMA shall have the aggregate structure and asphalt binder content
5 determined in accordance with WSDOT Standard Operating Procedure 732 and meet
6 the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine
7 anti-strip additive requirements for the HMA and submit laboratory test data for anti-
8 stripping and rutting in accordance with the following options:

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

13
14 With the HMA mix design submittal the Contractor shall provide one of the following mix
15 design verification certifications for Contracting Agency review:

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

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

29
30 At the discretion of the Engineer, the Contracting Agency may accept verified mix
31 designs older than 12 months from the original verification date with a certification from
32 the Contractor that the materials and sources are the same as those shown on the
33 original mix design.

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

39
40 **5-04.2(2)B Using HMA Additives**
41 **(April 1, 2018 Tacoma GSP)**

42 *This section is revised to read:*

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

- 48
49 • Do not use additives that reduce the mixing temperature in the production
50 of High RAP/Any RAS mixtures.

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

5-04.3 Construction Requirements

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

The second paragraph is supplemented with the following:

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

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

The second paragraph is deleted.

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

The first paragraph is revised to read:

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

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

This section is revised to read:

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

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

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

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

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

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

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

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

5-04.3(6) Mixing
(April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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 amount and the manufacturer's certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.

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

The first paragraph is revised to read:

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

5-04.3(9)A Test Sections
(April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at

1 least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test
2 section shall be constructed in one continuous operation.

3
4 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
5 **(April 1, 2018 Tacoma GSP)**

6 *The title of this Section is revised to read:*

7 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

8
9 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
10 **(April 1, 2018 Tacoma GSP)**

11 *The title of this Section is revised to read:*

12 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

13 *This Section is revised to read:*

14
15 For HMA in a structural application, sampling and testing for total project quantities less
16 than 400 tons is at the discretion of the engineer. For HMA used in a structural
17 application and with a total project quantity less than 800 tons but more than 400 tons, a
18 minimum of one acceptance test shall be performed:

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

34
35 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
36 **(April 1, 2018 Tacoma GSP)**

37 *The first and second paragraphs of this section are revised to read:*

38
39 The Contracting Agency will endeavor to provide written notification (via email to the
40 Contractor's designee) of acceptance test results within 24 hours of the sample being
41 made available to the Contracting Agency. However, the Contractor agrees:

- 42
43 1. Quality control, defined as the system used by the Contractor to monitor,
44 assess, and adjust its production processes to ensure that the final HMA
45 mixture will meet the specified level of quality, is the sole responsibility of the
46 Contractor.
- 47
48 2. The Contractor has no right to rely on any testing performed by the
49 Contracting Agency, nor does the Contractor have any right to rely on timely
50 notification by the Contracting Agency of the Contracting Agency's test

results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

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

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

This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

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

The second paragraph is revised to read:

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

This Section is supplemented with the following:

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

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

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

**5-04.4 Measurement
(*****)**

The first paragraph is revised to read:

HMA CI. __ PG __, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture; and the measurement shall include asphalt wedge curbs and thickened edges in accordance with the Plans or as directed by the Engineer. If the Contractor elects to

1 remove and replace mix as allowed in Section 5-04.3(11), the material removed will not
2 be measured.

3
4 *The second paragraph is revised to read:*

5
6 No specific unit of measure will apply to roadway cores, which shall be included in the
7 measurements for the HMA items that are included in the Proposal.

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

10
11 HMA for Approach Cl. ___ PG 58H-22 shall be measured per square yard of finished
12 driveway and approach.

13
14 No specific unit of measure will apply to anti-stripping additive, which shall be included in
15 the measurements for the HMA items that are included in the Proposal.

16
17 **5-04.5 Payment**

18 **(*****)**

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

21
22 *The following pay items for HMA are revised to read:*

23
24 “HMA Cl. ___ PG ___”, per ton.

25
26 The unit Contract price per ton for “HMA Cl. ___ PG ___” shall be full payment for all
27 costs incurred to carry out the requirements of Section 5-04, including coring and testing,
28 and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb
29 drains, and connection to existing drains in accordance with the Contract. Any costs that
30 are already included in other Bid items in the Proposal shall not be included in the unit
31 Contract prices per ton for these HMA Bid items.

32
33 *The pay item “HMA for Approach Cl. _PG_” is revised to read:*

34
35 “HMA for Approach Cl. ___PG 58H-22”, per square yard.

36
37 The unit Contract price per square yard for “HMA for Approach Cl. ___ PG 58H-22” shall
38 be full payment for all costs incurred to carry out the requirements of Section 5-04,
39 including anti-stripping additive; and shall include asphalt wedge curbs, thickened edges,
40 curb drains, and connection to existing drains in accordance with the Contract. Any
41 costs that are already included in other Bid items in the Proposal shall not be included in
42 the unit Contract price per square yard for this HMA Bid item. The Contractor shall also
43 include all costs associated with excavating for driveways and approach, including haul
44 and disposal in the unit Contract price per square yard for “HMA for Approach Cl. ___ PG
45 58H-22”, regardless of the depth.

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

48
49 “Temporary Pavement Patch”, per ton.

1 The unit Contract price for "Temporary Pavement Patch" shall be full pay for all labor,
2 equipment, and materials required to furnish and install; maintain; and remove and
3 dispose of the temporary patch. The unit contract price shall apply to Temporary
4 Pavement Patches made with HMA or Cold Plant Mix.

5
6 Temporary pavement patches placed between October 1st and March 31st shall be HMA
7 Cl. 1/2" PG 58H-22.

8
9 **END OF SECTION**
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1 **5-05 CEMENT CONCRETE PAVEMENT**
2 **(October 14, 2020 Tacoma GSP)**
3

4 **5-05.1 Description**

5 *This section is supplemented with the following:*
6

7 All concrete pavement restoration shall be performed in accordance with the City of
8 Tacoma's Right-of-Way Restoration Policy found at www.govME.org.
9

10 **5-05.3 Construction Requirements**
11

12 **5-05.3(1) Concrete Mix Design for Paving**

13 *The sixth paragraph is supplemented with the following:*
14

15 The submittal for the concrete mix design shall provide the following: the date, the
16 amount of materials (i.e. cement, sand, aggregates, water), the type and amount of each
17 admixture, and the designated 28-day compressive strength specific to the mix design
18 being submitted. The design compressive strength shall be a minimum of 4,000psi.
19
20

21 **5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

22 *This section is supplemented with the following:*
23

24 Acceptance of concrete will be on a non-statistical acceptance only.
25

26 *The first, second, third and fourth paragraphs are deleted.*
27

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

29 *The second paragraph is revised to read:*
30

31 The Contractor shall submit a concrete panel jointing plan in accordance with the Plans
32 and these Specifications. When a concrete panel jointing plan is included in the Plans,
33 the Contractor may adopt or submit a revised jointing plan in accordance with Standard
34 Plans and the Specifications at the Contractor's own expense. The Contractor's jointing
35 plan shall be approved in writing by the Engineer before the start of concrete paving.
36

37 When new pavement abuts existing pavement, the locations of the joints in the new
38 pavement shall match with the joints in the existing pavement unless otherwise
39 approved by the Engineer.
40

41 **5-05.3(11) Finishing**
42

43 *The third paragraph is revised to read:*
44

45 In advance of curing operations, the pavement shall receive an initial texturing followed
46 by final finishing. Initial texturing shall be performed with a burlap drag or broom device,
47 creating striations in the same orientation as the final finish. The concrete roadway
48 surface shall be finished with a transverse finish. Where integral concrete curbs are
49 constructed, the roadway surface finish shall end 12 inches from the flowline.
50
51

1 *The fourth paragraph is revised to read:*

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

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

15
16 The surface finish shall be as shown per Plans and in accordance with these Special
17 Provisions. The Engineer may specify either transverse tining, or longitudinal tining, or a
18 heavy broom finish for any part of the project. Transverse tining is the standard concrete
19 finish.

20
21 *The seventh paragraph is revised to read:*

22
23 **Test Panel:**

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

31
32 Project panels not meeting the characteristics of the test panel shall be removed and
33 replaced at no additional cost to the Contracting Agency.

34
35 *The eighth through tenth paragraphs are deleted.*

36
37 **5-05.3(12) Surface Smoothness**

38 *The section is revised to read:*

39
40 The Contractor shall measure surface smoothness with a 10-foot straightedge as
41 directed by the Engineer. The finished grade surface shall not vary more than 1/8 inch
42 from the bottom edge of a 10-foot straightedge placed on the surface parallel to the
43 centerline. Perpendicular to the centerline, the finished grade surface shall not vary
44 more than 1/4 inch from the bottom edge of a 10-foot straightedge laid across any lane.

45
46 The completed surface shall be of uniform texture, smooth, shall conform to Plans as to
47 crown and grade, and shall be free from defects of all kinds. Corrective work shall be as
48 directed by the Engineer; and the Contractor shall complete corrective work at no
49 additional expense, including traffic control, to the City of Tacoma.

50
51 **The following additional requirements for placing concrete shall be in effect from**

1 **5-05.3(14) Cold Weather Work**

2 *This section is supplemented with the following:*

3
4
5 The following additional requirements for placing concrete shall be in effect from
6 November 1 to April 1:

- 7
 - 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
8 day.
 - Where forms have been placed and the subgrade has been subjected to
9 frost, no concrete shall be placed until the ground is completely thawed.
10 At that time, the forms shall be adjusted and subgrade repaired as
11 determined by the Engineer.
12
13

14
15 **5-05.4 Measurement**

16 *This section is revised to read:*

17
18 Measurement for cement concrete pavement and concrete base pavement shall be by
19 the square yard for the pavement completed and accepted according to Section 5-05
20 and the Plans, including the area underneath curbs. No deduction will be made for
21 castings in pavement.
22

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

24
25 Epoxy-Coated Tie Bars with Drill Hole that are drilled into existing cement concrete
26 pavement will be measured per each tie bar installed according to the Plans and Section
27 5-05.
28

29 Dowel Bar Retrofit shall be measured per each retrofitted dowel bar installed into an
30 existing concrete pavement edge according to the Plans and Section 5-05.
31

32 **5-05.5 Payment**

33 *This section is revised to read:*

34
35 Payment will be made in accordance with Section 1-04.1.

36
37 "Cement Conc. Pavement, ____-Inch Section", per square yard.
38

39 The unit Contract price per square yard for "Cement Conc. Pavement, ____-Inch Section"
40 shall be full payment for all costs incurred to carry out the requirements of Section 5-05
41 and the Plans, and shall include furnishing and installing epoxy coated dowel bars and
42 tie bars.
43
44

45 **END OF SECTION**
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6-02 CONCRETE STRUCTURES

(***)**

6-02.3(2)B Commercial Concrete

This section is supplemented with the following:

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

6-02.3(6)A2 Cold Weather Protection

This section is revised to read:

This Specification applies when the weather forecast on the day of concrete placement predicts air temperatures below 35°F at any time during the 7 days following placement. The weather forecast is based on predictions from the Western Region Headquarters of the National Weather Service. This forecast can be found at www.wrh.noaa.gov.

The temperature of the concrete shall be maintained above 40°F during the entire curing period or 7 days, whichever is greater. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been accepted by the Engineer.

The Contractor shall not mix nor place concrete while the air temperature is below 35°F, unless the water or aggregates (or both) are heated to at least 70°F. The aggregate shall not exceed 150°F. If the water is heated to more than 150°F, it shall be mixed with the aggregates before the cement is added. Any equipment and methods shall heat the materials evenly. Concrete placed in shafts and piles is exempt from such preheating requirements.

The Contractor may warm stockpiled aggregates with dry heat or steam, but not by applying flame directly or under sheet metal. If the aggregates are in bins, steam or water coils or other heating methods may be used if aggregate quality is not affected. Live steam heating is not permitted on or through aggregates in bins. If using dry heat, the Contractor shall increase mixing time enough to permit the aggregates to absorb moisture.

Starting immediately after placement, the concrete temperatures shall be maintained at or above 40°F and the relative humidity shall be maintained above 80 percent. These conditions shall be maintained for a minimum of 7 days or for the cure period required by Section 6-02.3(11), whichever is longer. During this time, if the temperature of the concrete falls below 40°F no curing time is awarded for that day. Should the Contractor fail to adequately protect the concrete and the temperature of the concrete falls below 35°F during curing, the Engineer may reject it.

1 The Contractor is solely responsible for protecting concrete from inclement weather
2 during the entire curing period. Permission given by the Engineer to place concrete
3 during cold weather will in no way ensure acceptance of the Work by the Contracting
4 Agency. Should the concrete placed under such conditions prove unsatisfactory in any
5 way, the Engineer shall still have the right to reject the Work although the plan and the
6 Work were carried out with the Engineer's permission.

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9 **END OF SECTION**
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1
2 **7-04 STORM SEWERS**
3 **(March 17, 2003 Tacoma GSP)**
4

5 *This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*
6
7

8 **END OF SECTION**
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1
2 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**
3 **(March 23, 2010 Tacoma GSP)**
4

5 **7-05.1 Description**

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

8 All references to sanitary sewers shall be construed to also mean storm sewers.
9

10 **7-05.3 Construction Requirements**

11 *The first sentence of the eleventh paragraph is revised to read:*
12

13 A flexible pipe-to-manhole connector shall be used in all connections of rigid and
14 thermoplastic pipes to **new** precast concrete manholes to provide a watertight joint
15 between the pipe and the manhole, unless otherwise directed by the Engineer. The
16 connector shall be "Kor-N-Seal" with "Wedge Korband" (Type I or II as required for pipe
17 diameter), manufactured by NPC, Inc., Milford, New Hampshire, or Engineer approved
18 equal. The connectors shall be installed in accordance with the manufacturer's
19 recommendations.
20

21 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

22 *This section is replaced with the following section:*
23

24 **7-05.3(1) Adjusting Utility Structures to Grade**
25

26 Where shown in the Plans or where directed by the Engineer, utility structures shall be
27 adjusted to grade as staked or as otherwise designated by the Engineer.
28

29 The materials and methods of construction shall conform to the requirements specified
30 in Section 7-05.3 and Standard Plan No. SU-25 or SU-37. The finished structure shall
31 conform to the requirements of the standard plan for the specific structure.
32

33 New sanitary sewer and storm sewer manhole frames and covers for "Adjust Existing
34 Manhole", and new vaned grates for "Adjust Existing Catch Basin" shall be provided by
35 the Contracting Agency. The Contractor shall coordinate with the Contracting Agency for
36 pick-up of the frames, covers, and grates. The Contractor shall arrange pick-up, a
37 minimum of **5 working days** prior, with:
38

39 Ryan Welander, Environmental Services Transmission Maintenance Coordinator,
40 by phone at 253-404-6964 (office) or 253-327-4391 (mobile)
41 or by email at RWelander@cityoftacoma.org
42

43 The pick-up location shall be:
44

45 Sewer Treatment Plant
46 2201 Portland Ave E
47 Tacoma, WA 98421
48

49 Where indicated on the plans to use a combination inlet frame and grate for "Adjust
50 Existing Catch Basin, Furnish New Frame and Grate," it shall be used in place of a

1 vaned grate. All combination inlet frame and grates shall conform to WSDOT Standard
2 Plan B-25.20.01.

3
4 When adjusting an existing catch basin the contractor shall clean the structure in
5 accordance with specification 7-07 and shall include all costs in the price for adjustment.

6
7 Where shown on the plans for water main valve chambers to be adjusted to grade,
8 existing valve cans and covers shall be replaced with new castings. New water valve
9 cans and covers for "Adjust Existing Valve Chamber to Grade" will be provided by the
10 Contracting Agency. The Contractor shall coordinate with the Contracting Agency for
11 pick-up of the castings. The contractor shall arrange pick-up, a minimum of **5 working**
12 **days** prior, with:

13
14 Geff Yotter, Water Distribution Operations Manager,
15 By phone at 253-502-8253 (office) or 253-377-5966 (mobile)
16 or by email at GYotter2@cityoftacoma.org
17

18 The pick-up location shall be:

19
20 Water Operations Distribution Building
21 3506 South 35th Street
22 Tacoma, WA 98409
23

24 Where shown in the Plans to adjust utility structure to grade and the new cover will be
25 located within the sidewalk, bike lane, crosswalk or other pedestrian pathway, the
26 contractor shall furnish a new cover with non-slip coating to be used for the utility
27 adjustment. The slip resistant coating material for these utility covers is intended to
28 withstand rough weather, daily vehicle wear and tear, and have a minimum coefficient of
29 friction of 0.6.

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
35 and the scope of work necessary to make the connection(s) prior to construction.

36
37 *The following Section is added:*
38

39 **7-05.3(4) Potholing Existing Utilities**

40
41 The engineer may at certain locations on the project site need to discover or locate an
42 existing utility or structure that does not have proper as-built information. The contractor
43 shall excavate a small pothole, where directed by the Engineer or as shown on the
44 Plans, in determining the location and depth of the existing utility or structure.

45
46 The pothole may be excavated by conventional excavation methods or by the use of a
47 vacuum truck. The test hole for the conventional method shall be a minimum of 48" by
48 48" in width. The test hole shall be no deeper than 17 feet in depth. Gravel borrow shall
49 be used to backfill the excavated hole. The gravel borrow shall be compacted in
50 accordance to section 2-09 of the standard specifications. Three inches of asphalt shall
51 be placed on top of the gravel borrow to provide a driving surface in a travel lane.

1
2 **7-05.4 Measurement**

3 *The sixth paragraph is revised to read:*

4
5 Connections to existing structures will be measured per each.

6
7 *This section is supplemented with the following:*

8
9 Reconnecting existing sewer pipes to new manhole structures will be measured per
10 each.

11
12 Manholes with Cast-in-Place Base will be measured per each.

13
14 Catch Basin Type 2 __ in excess of 10 feet in height will be measured per linear foot for
15 each additional foot of height over 10 feet. Measurement will be the distance from the
16 flow line of the outlet pipe to the top of the manhole ring measured to the nearest foot.

17
18 Measurement of the Pothole Existing Utility shall be measured per linear foot from the
19 surface of the existing ground to the bottom of the excavated test hole.

20
21 **7-05.5 Payment**

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

23
24 The unit Contract price for "Manhole_____" shall be full pay for all work required to
25 furnish and install the new manhole to finished grade, including, but not limited to,
26 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),
27 channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard
28 Plans.

29
30 The unit Contract price for "Catch Basin_____" shall be full pay for all work required to
31 furnish and install the new catch basin to finished grade, including, but not limited to,
32 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),
33 frame, cover, as applicable per Standard Plans.

34
35 "Connect New Sewer Pipe to Existing Structure", per each

36
37 The unit Contract price per each for "Connect New Sewer Pipe to Existing Structure"
38 shall include connecting new sewer pipes of all diameters. No extra payment shall be
39 made for varying sewer pipe diameters.

40
41 *This section is supplemented with the following:*

42
43 "Reconnect Existing Sewer Pipe to New Structure", per each.

44
45 The unit Contract price per each shall be full pay for all labor, equipment and materials
46 necessary to reconnect the existing sewer pipe of any diameter to the new structure as
47 specified in Section 7-05.3. No extra payment shall be made for varying pipe diameters.

48
49 "Adjust Existing Catch Basin, Furnish New Frame and Grate", per each

1 The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame
2 and Grate" shall be full pay for all costs associated with adjusting the frame and grate to
3 finished grade, including but not limited to, excavating, furnish and place backfill,
4 furnishing and installing the new frame and grate, compacting, surfacing, and
5 restoration.

6
7 "Manhole ____-In. Diam. Type ____, with Cast-in-Place Base", per each.

8
9 The unit Contract price per each for "Manhole ____-In. Diam. Type ____, with Cast-in-
10 Place Base" shall be full pay for all labor, equipment and materials required to furnish,
11 excavate for, furnish and place backfill, compact, and install to finished grade the new
12 manhole with a cast-in-place base, including, but not limited to, insuring proper support
13 of existing main, channeling, connection of new pipe, covers, frames, ladders, steps, and
14 handholds, as applicable per Standard Plans

15
16 "Catch Basin Type 2 Additional Height, ____ In. Diam.", per linear foot.

17
18 "Pothole Existing Utility", per linear foot

19
20 The unit contract price per linear foot for "Pothole Existing Utility" shall be full pay for all
21 labor, equipment, and materials required to perform potholing, complete and close the
22 pothole, and construct temporary pavement repair in accordance with these
23 specifications, and section 5-04.

24
25 For the purpose of providing a common Proposal for all Bidders, the quantity for "Pothole
26 Existing Utility" has been entered in the Proposal based on 10 test holes to be excavated
27 to prevent construction conflicts. Payment shall be made for the actual quantity used.

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31 **END OF SECTION**
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1
2 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**
3 **(March 23, 2010 Tacoma GSP)**
4

5 **7-07.3 Construction Requirements**

6 *Item three of paragraph two is revised to read:*
7

- 8 4. If sediment and water from structures does not meet the conditions described
9 in 1 or 2 above, the Contractor shall collect and dispose of all water used and
10 all debris generated in cleaning operations. No cleaning water or debris shall
11 be flushed downstream beyond the limits of the work.
12

13 *This Section is supplemented with:*
14

15 All lines shall be cleaned prior to any inspection of an existing drainage line or structure.
16

17 **7-07.5 Payment**

18 *This section is revised to read:*
19

20 All costs for cleaning existing drainage structures shall be included in other bid items in
21 the Bid Proposal.
22

23 **END OF SECTION**
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1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**
2 **(September 20, 2018 Tacoma GSP)**

3
4 **7-08.3 Construction Requirements**

5
6 *This section is supplemented with the following:*

7
8 Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI
9 Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed
10 solid waste disposal facility per Section 2-17 and 7-17 of these Specifications.

11
12 **7-08.3(1)A Trenches**

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

15
16 **7-08.3(1)B Shoring**

17 *This section is supplemented with the following:*

18
19 Shoring shall be completed as specified in Specification Section 2-09.

20
21 **7-08.3(1)C Bedding the Pipe**

22 *This section is supplemented with the following:*

23
24 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma
25 Standard Plan No. SU-16.

26
27 **7-08.3(2)F Plugs and Connections**

28 *This section is supplemented with the following:*

29
30 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal,
31 shall be used at any pipe joint in which bell and spigot or fused joints are not
32 used. Flexible couplings are not permitted, except for side sewer installation.

33
34 **7-08.3(2)G Jointing of Dissimilar Pipe**

35 *This section is revised to read:*

36
37 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac
38 Industries, Inc., or Engineer approved equal, except for side sewer installation.

39
40 **7-08.3(3) Backfilling**

41 *The second paragraph is revised to read:*

42
43 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma
44 Standard Plan No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-
45 03.9(3) for Crushed Surfacing Top Course. Backfill above pipe zone and extra
46 excavation area backfill material shall meet the requirements of Section 9-03.12(2),
47 Gravel Backfill for Walls.) Recycled concrete shall not be used for pipe zone bedding,
48 pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.

49
50 *The fourth paragraph is revised to read:*

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

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

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

Bypass pumping shall be scheduled for continuous operation with back-up equipment available at all times for periods of maintenance and refueling or failure of the primary bypass pump(s) or diversion system. If the Contractor's operation requires bypass pumping at night, he/she must provide monitoring personnel at all times to ensure the system remains functional.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage or stormwater shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall be redirected into the appropriate sewer system. The discharge of storm water to private property, city streets, sidewalks, sanitary sewer, or any location other than an approved storm sewer is prohibited. The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines should the Contractor's operation cause any backups, overflows, or property damage. The Contractor's bypass operation shall be sized to handle, at a minimum, the full pipe capacity in each subject line removed from service. If flow conditions are greater than full pipe, the Contractor may elect to wait for flow conditions to subside prior to removing the subject line from service. Working days may be adjusted per Specification 1-08.5. Once the Contractor removes a section of line from service he/she is responsible to

bypass any and all flow in the system during construction, even in the event the system surcharges and exceeds the full pipe capacity, until the line is returned to service.

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

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

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

7-08.3(6) Abandon Existing Pipe

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

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

7-08.4 Measurement

This section is supplemented with the following:

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

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

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

7-08.5 Payment

The bid items "Structure Excavation Class B", "Structure Excavation Class B Incl. Haul", and "Shoring or Extra Excavation Class B" shall be revised to read:

1 “Structure Excavation Class B”, “ Structure Excavation Classs B Incl. Haul”, and
2 “Shoring or Extra Excavation Class B” shall be paid in accordance with Specification
3 Section 2-09.5

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

6
7 “Temporary ____ Sewer Bypass”, per lump sum.

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

15
16 “Temporary ____ Sewer Bypass Plan”, per lump sum

17
18 The lump sum Contract price for “Temporary ____ Sewer Bypass Plan” shall be full pay
19 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
20 revisions for the Temporary Bypass Plan.

21
22 “CDF for Pipe Abandonment”, per cubic yard.

23
24 The unit Contract price for “CDF for Pipe Abandonment” shall be full payment for all
25 labor, materials, and equipment necessary to abandon the sewer pipes.

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28 **END OF SECTION**
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7-17 SANITARY SEWERS
(March 4, 2014 Tacoma GSP)

7-17.1 Description

This section is supplemented with the following:

All references to sanitary sewer shall also mean storm sewers.

7-17.2 Materials

The first paragraph is revised to read:

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

This section is supplemented with the following:

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

7-17.3 Construction Requirements

This section is supplemented with the following:

Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed solid waste disposal facility per Section 2-17 of these Specifications.

7-17.3(2)A General

The first paragraph is revised to read:

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

7-17.3(2)H Television Inspection

The first sentence is revised to read:

The Contractor shall video inspect all sanitary and storm sewers prior to paving where paving occurs over sewers, or prior to final acceptance.

The Contractor is to provide the City 72 hours of advanced notice so that a City representative may be present during the inspection if so elected. The video shall be submitted for review which may take up to ten (10) working days. If more than ten (10) working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with 1-08.8. At a minimum, the video files shall meet the technical requirements of 7-17.3(3). No claim will be allowed for damages, or extensions of time resulting from the rejection of a video due to not meeting the technical requirements, or issues as seen visually with the constructed assets as shown by the video.

7-17.3(3) Technical Requirements

Add the following new section:

CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observation results shall be recorded and presented on a per asset basis, manhole to manhole. A pipe asset is defined as one continuous pipe from the upstream manhole to the downstream manhole. Footage shall be recorded with the starting and ending points being the center of the manholes. The television camera shall have a resolution of 700 lines minimum and shall have a source of illumination attached to it.

The video file format for all CCTV Inspections shall be an unmodified NASSCO-PACP Certified Access Database conducted entirely in digital format with electronic reference to the survey which is intended to be imported into the City's viewing software, GraniteNet. The PACP database shall include the City's SAP pipe segment ID. The entire inspection survey shall be recorded in MPEG-2 or .wmv format. No other file format will be accepted unless approved by the City.

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

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

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

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

Each individual video inspection shall also include the associated video inspection report for that segment which shall include the following information:

- Date of Inspection
- Main segment number (SAP)
- Upstream and Downstream Manhole Numbers (SAP)
- Street Location
- Setup (Normal or Reverse Flow)

- Pipe size and material
- Status (Active or Inactive) of all side sewers
- Location, length, and depth of water of sags
- Location and description of defects

The CCTV Inspection shall include the following information:

- Date of Inspection
- Main segment number
- Upstream and downstream manhole numbers
- Current distance along the mainline

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

7-17.4 Measurement

This section is supplemented with the following:

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

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

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

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

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

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

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

7-17.5 Payment

The first paragraph is supplemented with the following:

“PVC Storm Sewer Pipe ____In. Diam.”, per linear foot.

The second paragraph is revised to read:

1 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall
2 be full pay for the furnishing, hauling, and assembling in place the complete installation,
3 including but not limited to, disposal of material excavated within the pipe zone,
4 furnishing and installing pipe bedding and backfill material within the pipe zone, and all
5 wyes, tees, special fitting, joint materials, and other appurtenances necessary for the
6 completion of the installation to the required line and grade, unless proposal items are
7 included for these specific items of work.

8
9 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

10
11 "Removal and Replacement of Unsuitable Material", per cubic yard.

12
13 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable
14 Material" shall be full pay for all work required to haul and dispose of the unsuitable
15 material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material
16 as specified in Section 7-08.3(3).

17
18 For the purpose of providing a common proposal for bidders, the proposal quantity for
19 "Removal and Replacement of Unsuitable Material" is based on removal and
20 replacement of all backfill material.

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23 **END OF SECTION**
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1
2 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

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

4
5 **8-01.1 Description**

6 *This section is supplemented with the following:*

7
8 The City of Tacoma Stormwater Management Manual is available on the City's website
9 at www.cityoftacoma.org/stormwatermanual.

10
11 The City of Tacoma has been issued a Washington State Department of Ecology
12 NPDES Construction Stormwater General Permit for this project. This Work also
13 consists of administration and compliance with the requirements of this permit for this
14 project. A copy of this permit is included in the Appendix of these Special Provisions.

15
16 **8-01.3(1) General**

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

18
19 The adaptive management shall use the means and methods identified in this section
20 and the means and methods identified in the Washington State Department of
21 Transportation's *Temporary Erosion and Sediment Control Manual* or the City of
22 Tacoma's *Stormwater Management Manual* for construction stormwater.

23
24 *This section is supplemented with the following:*

25
26 The Contractor shall perform all work in compliance with the NPDES Construction
27 Stormwater General Permit issued for this project.

28
29 The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed
30 and terminated upon completion of the project per the following:

- 31
32 1. The City will provide the Contractor with a Transfer of Coverage form prior to
33 issuing a Notice to Proceed.
34 2. The Contractor shall sign and return the Transfer of Coverage form to the City.
35 3. The City will process the transfer and pay any associated transfer fees to the
36 Washington State Department of Ecology.
37 4. Once the transfer is complete and a Notice to Proceed has been issued, the
38 Contractor is responsible for performing all work in compliance with the permit
39 and the plans and specifications.
40 5. The Contractor shall pay any renewal fees if the need for permit renewal is
41 caused by contractor, otherwise the City will pay all renewal fees.
42 6. Upon Physical Completion of the Work the Contractor shall submit a Notice of
43 Termination to the Washington State Department of Ecology and provide the
44 City documentation that the termination is effective.

45
46 **8-01.3(1)A Submittals**

47 *This section is revised to read:*

48
49 The Contractor shall prepare and implement a project-specific Construction Stormwater
50 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
51 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes

1 the potential for pollution problems on a construction site and explains and illustrates the
2 measures to be taken on the construction site to control those problems.

3
4 The Construction SWPPP shall be prepared as a stand-alone document consisting of
5 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
6 Erosion and Sediment Control (TESC) Plans.

7
8 The Contracting Agency has prepared the Construction Stormwater Pollution Prevention
9 Plan Checklist to aid the Contractor in development of the SWPPP. This checklist
10 provides the Contractor with a tool to determine if all the major items are included in the
11 Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2
12 of the SWMM. Contractors are encouraged to complete and submit this checklist with
13 the Construction SWPPP.

14
15 The City of Tacoma has prepared a SWPPP template that can be used for projects in
16 the City of Tacoma. The template can be found on Tacoma's website at:
17 <https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=144265>. The
18 Contractor developing the SWPPP must ensure that all references are appropriate for
19 the Project.

20
21 The SWPPP is considered a "living" document that shall be revised to account for
22 additional erosion control/pollution prevention BMPs as they become necessary and are
23 implemented in the field during project construction. A copy of the most current SWPPP
24 and TESC Plan shall remain on-site at all times and an additional copy shall be
25 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and
26 TESC Plan may be forwarded to the Engineer rather than submitting a complete
27 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
28 with the original SWPPP document.

29
30 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
31 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
32 day following the inspection.

33 34 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

35 *This section is revised to read:*

36
37 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
38 contact information for the ESC Lead shall be added to the Stormwater Pollution
39 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
40 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
41 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
42 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
43 course approved by the Washington State Department of Ecology. The CESCL or
44 CPESC shall be listed on the Emergency Contact List required under Section 1-
45 05.13(1).

46
47 The CESCL or CPESC shall direct implementation of the measures identified in the
48 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
49 limited to the following:
50

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

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

8-01.3(1)C Water Management

This section is revised to read:

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

Recent soil boring logs with approximate groundwater elevations are included in the Plans and/or in Appendix of these Special Provisions.

1 **Dewatering Requirements.** The Contractor shall design, construct, and operate a
2 dewatering system in accordance with this Section and the SAD Authorization. The
3 Contractor shall have competent workers available at all times for the continuous and
4 successful operation of the dewatering and monitoring system.
5

6 **Dewatering Plan.** The Contractor shall submit a dewatering plan to the Engineer for
7 review in accordance with Section 1-05.3 prior to the start of construction. Review of the
8 dewatering plan submitted by the Contractor shall not relieve the Contractor from full
9 responsibility for adequate design and performance of the system. The Contractor shall
10 be solely responsible for the proper design, installation, operation and maintenance of
11 the dewatering system. The Contractor shall be liable for any damages caused by
12 system failure.
13

14 The dewatering plan shall include the following components:
15

- 16 1. System Components – Describe the method and equipment proposed for
17 dewatering the excavation. The Contractor shall have on hand sufficient
18 pumping equipment and machinery in good working condition for all
19 emergencies, including power outage and flooding
- 20 2. Treatment Method – Describe how dewatering water that is to be
21 discharged to the City's sanitary sewer system will be treated to meet the
22 applicable discharge limits of the Special Approved Discharge
23 Authorization and Tacoma Municipal Code 12.08. Provide applicable
24 calculations.
- 25 3. Point of Discharge – Describe the point of discharge of the dewatering
26 water. Any discharges to private property will require written
27 documentation from the property owner that this point of discharge is
28 permitted. The Contractor shall provide all proposed points of discharge
29 as part of the Special Approved Discharge Authorization Application.
- 30 4. Maintenance Plan – Describe how the designed system will be
31 maintained over the course of the project.
- 32 5. Monitoring Plan – Describe how discharge will be monitored to ensure
33 compliance with all discharge requirements.
- 34 6. Special Approved Discharge (SAD) Authorization Application – The
35 Contractor shall apply for a SAD Authorization as part of the dewatering
36 plan. No discharge of dewatering water to the City's sewer systems will
37 be permitted without obtaining this authorization. The City Construction
38 Manager will provide the SAD authorization application to the Contractor
39 after award of the contract.
40

41 **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

42 Dewatering water will not be permitted to be discharged into the storm water system on
43 this project.
44

45 **Requirements for Dewatering Water Discharge to the Sanitary Sewer System.**

46 Prior to discharge of dewatering water to the City's sanitary sewer system, sediment
47 control BMPs must be employed. Groundwater discharges to the sanitary sewer system
48 shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be
49 completed by the City Lab with a three-day turnaround, or by a third party laboratory at
50 no additional cost to the City.
51

1 In addition to the TSS Requirements, the water shall contain no visible oil sheen or
2 chemical odors. If the Contractor encounters any signs of oil within the soil or
3 dewatering water, including any sheen on the water, and/or any chemical odor in the
4 water or soils, the Engineer and Source Control shall be notified immediately and all
5 discharges to the sanitary sewer system shall be stopped immediately.
6

7 In the presence of oil sheens and/or chemical odors, the Contractor shall test the
8 dewatering water prior to discharge for contaminants referenced in the Special Approved
9 Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the
10 City's sanitary sewer system shall not exceed the limits of the Special Approved
11 Discharge Authorization or TMC 12.08.020, whichever is most stringent.
12

13 The Contractor shall control the flow of water into the downstream system to ensure that
14 the capacity of the City's sanitary sewer system is not exceeded as a result of the
15 additional flows caused by the dewatering water. The Contractor shall contact the
16 Engineer to request pipe capacity information for the Contractor's proposed discharge
17 points.
18

19 The Contractor shall measure and record in gallons the total quantity of dewatering
20 water discharged to the sanitary sewer system. This can be done by metering the flow
21 or calculating batch discharges based on the volume of tanks used. In accordance with
22 the SAD Authorization, the Contractor shall report the discharge quantities with the
23 associated test results to Source Control.
24

25 **8-01.3(2) Temporary Seeding and Mulching**

26 **8-01.3(2)B Temporary Seeding**

27 *The first paragraph is supplemented with the following:*
28
29

30 All seeding areas shall be seeded with the following mix:
31

Type of Seed	% by Weight
Chewings or Annual Bluegrass <i>Festuca rubra var. commutate</i> or <i>Poa anna</i>	40
Perennial Rye <i>Lolium perenne</i>	50
Redtop or Colonial Bentgrass <i>Agrostis alba</i> or <i>Agrostis tenuis</i>	5
White Dutch Clover <i>Trifolium repens</i>	5

32
33 The rate of application shall be 120 lbs per acre.
34

35 Seeding fertilizer shall be per seed supplier's recommendations for hydroseed
36 application.
37

38 *The fifth paragraph is supplemented with the following:*
39

40 Seed shall be distributed uniformly over the designated area. Half of the seed shall be
41 sown with the sower moving in one direction, and the remainder with the sower moving
42 at right angles to the first sowing.

1 **8-01.3(2)D Temporary Mulching**

2 *This section is supplemented with the following:*

3
4 The Contractor shall reapply mulch as needed to protect exposed soil and seeded areas
5 from erosion.

6
7 **8-01.3(2)E Tackifiers**

8 *This section is supplemented with the following:*

9
10 The Contractor shall follow the requirements of the City of Tacoma Surface Water
11 Management Manual BMP C120 for using tackifiers with hydro seeding.

12
13 **8-01.3(7) Stabilized Construction Entrance**

14 *The third paragraph is revised to read:*

15
16 When the contract requires a wheel wash in conjunction with the stabilized entrance, the
17 details for the wheel wash and the method for containing and treating the sediment-
18 laden runoff shall be included as part of the SWPPP and TESC Plan.

19
20 **8-01.3(8) Street Cleaning**

21 *The fourth paragraph is revised to read:*

22
23 Street washing with water shall not be permitted.

24
25 **8-01.3(9)D Inlet Protection**

26 *Replace the third paragraph of this section with the following:*

27
28 When the depth of accumulated sediment and debris reaches approximately 1/3 the
29 height of an internal device or 1/3 the height of the external device (or less when so
30 specified by the manufacturer), or as designated by the Engineer, the sediment and
31 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the
32 Plans or within the SWPPP.

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

35
36 Only bag-type filters are allowed for use in the public right of way.

37
38 **8-01.3(10) Wattles**

39 *The fifth and sixth sentences of the first paragraph are revised to read:*

40
41 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose
42 soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or
43 1/2 to 2/3 the thickness of the wattle, whichever is greater.

44
45 **8-01.4 Measurement**

46
47 **8-01.4(2) Item Bids**

48 *This section is supplemented with the following:*

49
50 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
51 Prevention Plan (SWPPP)".

1 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

2
3 No specific unit of measurement shall apply to the lump sum item "NPDES Construction
4 Stormwater General Permit".

5
6 No specific unit of measure shall apply to the lump sum item "Erosion Control".

7
8 **8-01.5 Payment**

9 *This section is supplemented with the following:*

10
11 Where removal of erosion control BMPs is directed by the Engineer according to 8-
12 01.3(16) or according to these specification and the plans, removal shall be included in
13 the lump sum or unit cost for these respective BMPs.

14
15 **8-01.5(2) Item Bids**

16 *This section is supplemented with the following:*

17
18 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum

19
20 The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall
21 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
22 resubmitting revisions for the Stormwater Pollution Prevention Plan.

23
24 "Erosion/WaterPollution Control", per lump sum.

25
26 The lump sum contract price for "Erosion Control" shall be full pay for all cost for labor,
27 equipment, and materials to perform all work associated with erosion control. Work shall
28 include, but shall not be limited to, furnishing, purchase and delivery or required
29 materials, installation and maintenance of temporary erosion and sediment control
30 measures, and all costs incurred by the Contractor in performing the Contract Work
31 defined in Section 8-01, except for unit bid items in Section 8-01 when these are
32 included in the bid proposal. It is the Contractor's responsibility to maintain, repair, and
33 replace any and all erosion control measures as required to maintain compliance with
34 the NPDES Construction Stormwater General Permit and Tacoma Municipal Code 12.08
35 for the entire duration of the Project.

36
37 "NPDES Construction Stormwater General Permit", per lump sum.

38
39 The lump sum contract price for "NPDES Construction Stormwater General Permit" shall
40 be full pay for all costs, including but not limited to, transfer of coverage, sampling,
41 monitoring, reporting, coordinating, inspecting, materials and labor, and all fees and any
42 other expenses necessary to fully comply with the requirements of the Permit, up to and
43 including termination of the Permit and completion of the Work. The lump sum price shall
44 also include all costs necessary to supply the City of Tacoma with all information as
45 necessary to ensure compliance with the permit.

46
47
48
49 **END OF SECTION**

8-02 ROADSIDE RESTORATION

(*****)

8-02.2 Materials

This section is supplemented with the following:

Root barrier shall be rigid-type root barrier module panels and shall be at least 75 percent recycled polypropylene or high-impact polystyrene with added ultraviolet inhibitors. Material shall have 0.060-inch to 0.075-inch wall thickness, 18-inch height. Panels shall have reinforcing ribs 1/2-inch deep, raised vertical ribs running perpendicular to sheet, 6 inches on center.

8-02.3 Construction Requirements

8-02.3(4) Topsoil

This section is supplemented with the following:

The Contractor shall use Topsoil Type A in accordance with Special Provisions Section 9-14.2 unless otherwise shown on the Plans or as approved by the Engineer.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

This section is supplemented with the following:

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(5)A Seeding Area Preparation

Item 4. of this section is revised to read:

4. Amended topsoil shall be cultivated to a depth of **8** inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

8-02.3(5)B Lawn Area Preparation

Item 3 is supplemented with the following:

The depth of cultivation shall be 4 inches.

Item 4 is revised to read:

4. Amended topsoil shall be cultivated to a depth of **8** inches settled depth or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top

of all curbs, junction and valve boxes, walks, driveways and other structures.

8-02.3(5)C Planting Area Preparation

Items 5. of this section is revised to read:

4. Amended topsoil shall be cultivated to a depth of **8** inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Do not till or place loose topsoil without compaction and stabilization measures on slopes 3H:1V or steeper.

Item 7 is supplemented with the following:

The finished grade shall be such that after planting, the grade shall be flush with adjoining vegetative surfaces; positive drainage shall also be maintained.

Add the following new Item:

9. The contractor shall be careful not to disturb any of the existing or cut slopes.

8-02.3(6) Mulch and Amendments

This section is supplemented with the following:

Existing Topsoil areas shall be amended in place with Compost in accordance with Standard Plan GSI-01b as specified or as shown per Plans.

Compost amendment shall be included in Topsoil Type A, B, or C in accordance with Standard Plans GSI-01c and GSI-01d, and compost content is included in the Topsoil quantity.

Coarse Compost can be used as mulch for Planting Areas in accordance with Section 8-02.3(6)A below.

8-02.3(6)A Compost

This section is supplemented with the following:

Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP C125, Section 1.12 and A900 – Compost, Chapter 21.9, of the City of Tacoma Stormwater Management Manual.

The Contractor shall report the amount of cubic yards of Compost incorporated into the project, both as mulch and as topsoil amendment or content. The Contractor shall submit the quantity of Compost per type and supplier.

8-02.3(8)C Pruning, Staking, Guying and Wrapping

This section is supplemented with the following:

Crossed or rubbing branches shall be removed providing 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

1 leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible
2 covering of the wound by callus growth. Cuts that produce large wounds and weaken
3 the tree will not be acceptable.

4
5 Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the
6 top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch
7 in diameter shall be treated with an approved tree wound dressing. All pruning shall
8 produce a clean cut without bruising or tearing the bark and shall be in living wood
9 where the wood can properly heal over.

10
11 Evergreens shall not be pruned, except to remove injured branches. The use of pole
12 shears and/or hedge shears for pruning deciduous and evergreen trees will not be
13 permitted. All trimmings and other debris left over from the planting operations shall be
14 collected and disposed of off the site.

15
16 All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three
17 wires or cables.

18
19 All deciduous and evergreen trees shall be staked the same day of planting.

20
21 *Add the following sections:*

22
23 **8-02.3(8)D Root Barrier**

24
25 The Contractor shall stake location for approval of the Engineer before proceeding with
26 installation. Assemble the appropriate number of root barrier panels as required in the
27 Plans. Trench immediately adjacent to hardscape to the appropriate depth for installation
28 of specified root barrier so that top of barrier is 1/2 inch to 1 inch (12.7 mm to 25.4 mm)
29 above finished soil grade. Place root barrier in trench, vertical ribs facing toward planting
30 area and tree roots. Where possible, use pavement edge as a guide for root barrier
31 alignment. Backfill adjacent planting soil against the root barrier to promote clean fit to
32 hardscape. Fill to finish grade.

33
34 **8-02.3(8)E Tree Watering Bags**

35
36 The Contractor shall install one Tree Watering Bag per tree as shown on the plans,
37 following completion of the planting at the start of the watering season. Install Tree
38 Watering Bag in accordance with manufacturer's instructions and 8-02.3(18) Tree
39 Watering Bag.

40
41 **8-02.3(9) Seeding, Fertilizing, and Mulching**

42
43 **8-02.3(9)A Dates for Seed Application**

44 *The first paragraph is revised to read:*

45
46 Unless otherwise allowed by the Engineer, and where no irrigation system is to be
47 installed, seed shall be applied during the following periods only:

48
49 March 1st – June 30th
50 September 1st - October 25
51

8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties) <i>Festuca arundinacea</i> var.	45
Dwarf Perennial Rye (Barclay) <i>Lolium perenne</i> var. <i>Barclay</i>	30
Red Fescue <i>Festuca rubra</i>	20
Colonial Bentgrass <i>Agrostis tenuis</i>	5

The rate of application shall be 120 lbs per acre.

8-02.3(10) Lawn Installation

8-02.3(10)A Dates and Conditions for Lawn Installation

The second 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 1st – June 30th

September 1st - October 25

8-02.3(10)B Lawn Seeding and Sodding

The first paragraph is supplemented with the following:

Seed type, rate, and methods of application shall be in accordance with Section 8-02.9.

The third paragraph is supplemented with the following:

Topsoil shall be tilled in accordance with City of Tacoma Standard Plan GSI-01b. On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

8-02.3(10)C Lawn Establishment

This section is supplemented with the following:

Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

8-02.3(11) Mulch

The first paragraph is supplemented with the following:

Mulch shall be of the type and applied at the rate required in BMPs C120 & 121 of the City of Tacoma Surface Water Management Manual. The contractor shall re-apply mulch to protect exposed soil and seeded areas from erosion.

8-02.3(11)B Bark or Wood Chip Mulch

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

Bark or Wood Chip Mulch shall be feathered to plant material trunks, stems, canes, or root collars, Mulch shall be placed so that it is 1-inch below the top of junction and valve boxes, curbs and pavement edges.

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

Bark or wood chip 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 9-14.5(3) shall be applied to a minimum depth of 3 inches at the location indicated on the Plans or as directed by the Engineer.

Bark or Wood Chip Mulch shall be placed over all planting beds to the depth and at the locations indicated on the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Mulch shall meet the requirements of Section 9-14.4(3) Bark or Wood Chips of these Special Provisions.

Contractor shall not apply Bark or Wood Chip Mulch directly to the base of tree trunks.

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.

1 *Add the following new section:*

2 **8-02.3(17) Site Restoration**

3
4 During the construction of the roadway or HMA overlay, curb ramp construction, curb
5 and gutter construction, and sidewalk construction; the Contractor shall replace in kind,
6 including but not limited to: any lawn, topsoil, plants, wood chip mulch, garden walls,
7 rockery, or irrigation heads/pipes, affected by the work. Each location of work shall be
8 graded to a smooth and even surface, matching existing grades. Grading shall be
9 accomplished to blend the new work with the existing ground lines and to maintain
10 natural drainage courses. In areas abutting the roadway, or where it is common for
11 pedestrians to walk, lawn restoration shall either be protected from any kind of traffic
12 until the end of the establishment period or left in a manner that is firm when subjected
13 to foot traffic. Restoration of grass areas by placement of seed shall be done through
14 hydro-seeding. Hand seeding will not be allowed, except in small areas as allowed by
15 the Engineer. In addition landscaping items not included in the Proposal shall be
16 included under "Site Restoration", lump sum.

17
18 All excess materials shall be removed from the site.

19
20 **8-02.3(18) Tree Watering Bag**

21
22 Each tree watering bag shall be filled to capacity not less than once per week, during the
23 watering season, which is considered to be April 15th through September 30th. It is the
24 Contractor's responsibility to monitor the water in each watering bag and advise the City
25 if additional water cycles are required. The Contractor shall ensure that each watering
26 bag is functioning correctly and shall replace any malfunctioning, damaged, or stolen
27 watering bags. If watering a bag is stolen or damaged by the acts of others, the City will
28 pay invoice cost with no markup only for the replacement watering bags and the
29 Contractor will be responsible for the labor to install the replacement bags.

30
31 Watering will be weather dependent. It is the responsibility of the Contractor to monitor
32 the watering requirements and the frequency may increase or decrease throughout the
33 term of the Agreement. If more than 0.5 inches of rainfall occurs within a 48-hour period,
34 the contractor may elect to forgo tree watering until the rainfall has ceased and for a
35 period of 48 hours following the rain.

36
37 Upon completion of the contract, the watering bags in good working condition shall
38 become the property of the City. All other watering bags shall be disposed of by the
39 Contractor. The Contractor shall deliver the watering bags that are good working
40 condition to Environmental Services.

41
42 **8-02.4 Measurement**

43 *The first paragraph is revised to read:*

44
45 Topsoil, mulch and soil amendments will be measured by the cubic yard in the haul
46 conveyance at the point of delivery.

47
48 *The third paragraph is revised to read:*

49
50 Compost will be measured by the cubic yard in the haul conveyance at the point of
51 delivery when included in the proposal.

The seventh paragraph is revised to read:

Compost will be measured by the cubic yard in the haul conveyance at the point of delivery.

The fifteenth paragraph is deleted.

This section is supplemented with the following:

No specific unit of measure will be applied to the lump sum bid item Site Restoration.

8-02.5 Payment

The pay unit of square yards will be used in lieu of acres.

"Plant Selection ____", per each.

Payment for "Plant Selection ____" shall be full pay for all materials, labor, tools, equipment and supplies necessary for weed control within planting areas, planting area preparation, root barrier, tree watering bags, fine grading, planting, cultivating, water, and clean-up 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.

Paragraphs 14 through 17, pertaining to partial payment, are deleted.

Paragraphs 20 through 26, pertaining to partial payment, are deleted.

"Site Restoration", per lump sum.

The lump sum payment for "Site Restoration" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for restoration of the job site and any landscape items according to the Plans and Specifications, including but not limited to replacement of irrigation appurtenances, grass sod/seed, planting area preparation, soil amendment, grading, cultivating, planting, mulching, cleanup, and water necessary to complete the site restoration, as specified.

The last paragraph is deleted.

END OF SECTION

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

5 *The first paragraph is revised to read:*
6

7 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed
8 with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.
9

10 *The first sentence in the fourth paragraph is revised to read:*
11

12 Expansion joints in the Curb or Curb and Gutter shall be spaced at 15-foot intervals; and
13 shall be located at both ends of all curb returns, drainage structures, bridges, and cold
14 joints with existing curbs and gutters.
15

16 *Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with*
17 *the following:*
18

19 **8-04.3(1)C Integral Cement Concrete Curb**
20

21 When integral curb is being constructed with the pavement, fresh concrete for the
22 integral curb shall be placed at such time as will enable the top section of the curb to be
23 consolidated, finished, and bonded to the pavement slab while the concrete is plastic.
24

25 Where curb is not being placed integral with the pavement slab, reinforcing steel dowels
26 shall be placed in the base section for the curb in accordance with the standard drawing.
27

28 *Section 8-04.3 Construction Requirements is supplemented with the following:*
29

30 **8-04.3(6) Cold Weather Work**
31

32 The following additional requirements for placing concrete shall be in effect from
33 November 1 to April 1:
34

- 35 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
- 36 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 37 • Where forms have been placed and the subgrade has been subjected to frost, no
38 concrete shall be placed until the ground is completely thawed. At that time, the
39 forms shall be adjusted and subgrade repaired as determined by the Engineer.
- 40 • When temperatures below 35 degrees Fahrenheit are predicted up to 7 days
41 after pouring the concrete, the concrete shall be covered in blankets.
42

43 **8-04.5 Payment**

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

45 *The bid item "Cement Conc. Traffic Curb and Gutter" is revised to read:*
46

47 "Cement Conc. Traffic Curb and Gutter", per linear foot
48

49 The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall
50 be full pay for all labor, tools, equipment, and materials required to construct concrete
51 curbs and gutters according to the Plans and these Specifications. This bid item shall
52 include all other curb types that are not specifically included in the bid Proposal.
53

54 **END OF SECTION**

1 **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-06.3 Construction Requirements**

5 *The first paragraph is revised to read:*
6

7 Cement concrete driveway approaches shall be constructed with air entrained concrete
8 Class 3000 conforming to the requirements of Section 6-02 or Portland Cement
9 Concrete Pavement conforming to the requirements of Section 5-05.

10
11 *This section is supplemented with the following sub-section:*
12

13 **8-06.3(1) Cold Weather Work**
14

15 The following additional requirements for placing concrete shall be in effect from
16 November 1 to April 1:
17

- 18 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
- 19 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 20 • Where forms have been placed and the subgrade has been subjected to frost, no
21 concrete shall be placed until the ground is completely thawed. At that time, the
22 forms shall be adjusted and subgrade repaired as determined by the Engineer.
- 23 • When temperatures below 35 degrees Fahrenheit are predicted up to 7 days
24 after pouring the concrete, the concrete shall be covered in blankets.
25

26 **8-06.5 Payment**

27 *This section is revised to read:*
28

29 Payment will be made in accordance with Section 1-04.1, for the following Bid item:
30

31 (*****)

32 "Cement Conc. Driveway Entrance", per square yard.
33

34 The unit contract price per square yard for "Cement Conc. Driveway Entrance" shall be
35 full pay for all labor, tools, equipment, and materials required to construct concrete
36 driveways in segments; excavation and construction and removal of Temporary Driveway
37 Access shall be included. All types of concrete driveway entrances are included in this
38 bid item.
39

40 Excavation required for the construction of the driveway entrance shall be paid for under
41 the unit Contract price for "Roadway Excavation, Incl. Haul" when included in the
42 Proposal. Otherwise, the Contractor shall include all costs associated with excavating,
43 including haul and disposal, regardless of the depth in the unit Contract price for
44 "Cement Conc. Driveway Entrance".
45

46
47
48 **END OF SECTION**
49
50

1 **8-12 CHAIN LINK FENCE AND WIRE FENCE**

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

3
4 **8-12.1 Description**

5 *This section is supplemented with the following:*

6
7 This work shall consist of removing and reinstalling the existing Cedar Plank Fence, in
8 location shown on Plans.

9
10 **8-12.2 Materials**

11 *This section is supplemented with the following:*

12
13 The materials used to construct Cedar Plank Fence shall match the existing Fence.
14 unless otherwise approved by the Engineer

15
16 **8-12.3 Construction Requirements**

17 *This section is supplemented with the following:*

18
19 Cedar Plank Fence shall be relocated and installed in locations as detailed and noted on
20 the Plans. Exact location shall be field approved by the Engineer prior to installation.

21
22 Contractor shall document the condition of the Cedar Plank Fence at time of removal,
23 and shall repair any minor damages to finish that happened subsequent to removal in
24 accordance with manufacturer's instructions and as approved by the Engineer.

25
26 Contractor shall remove and replace damaged components that cannot be successfully
27 repaired as determined by the Engineer.

28
29 Cedar Plank Fence shall be cleaned promptly after installation in accordance with
30 manufacturer's instructions.

31
32 Contractor shall not use harsh cleaning materials or methods that could damage the
33 Cedar Plank Fence finish. Protect installed Cedar Plank Fence to ensure that, except for
34 normal weathering, Cedar Plank Fence will be without damage or deterioration at time of
35 Substantial Completion.

36
37 **8-12.3 Measurements**

38 *This section is supplemented with the following:*

39
40 Cedar Plank Fence shall be measured per Linear Foot.

41
42 **8-12.5 Payment**

43 *This section is supplemented with the following:*

44
45 "Cedar Plank Fence," per Linear Foot.

46
47 The unit Contract price for "Cedar Plank Fence" shall be full pay for all labor, equipment,
48 and materials required to recover and install the fence, including the removal of existing
49 fencing and necessary repairs to accommodate the installation in accordance with the
50 standard plan and specifications.

51
52
53 **END OF SECTION**

8-13 MONUMENT CASES

(*****)

This section is revised to read:

8-13 MONUMENT CASES

8-13.1 Description

This Work shall consist of constructing monuments in accordance with the Standard Plan and these Specifications, in conformity with the lines and locations shown in the Plans or as staked by the Engineer.

All existing monument cases that are intact shall be removed and sent to the City of Tacoma Field Survey Office.

8-13.2 Materials

Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix' bag concrete shall not be used.

Bronze markers will be supplied by the Contracting Agency.

8-13.3 Construction Requirements

The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01. The brass marker position shall be staked by the Contracting Agency. The brass marker shall be engraved with the PLS number of the Professional Land Surveyor staking and verifying the monument location.

The Contracting Agency shall obtain a permit for the temporary removal of the Monument from the Washington State Department of Natural Resources in accordance with WAC 332-120. The Contracting Agency will provide a copy of the Permit to the Contractor prior to removal of the existing Monument.

Brass disks will be installed with the text legible from facing magnetic North. Disks to be installed to a positional tolerance of +/- 0.04 feet from center of disk to actual position by the Contractor using four 2-foot offset reference marks established by the Contracting Agency.

8-13.3(1) Cold Weather Work

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

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.
- When temperatures below 35 degrees Fahrenheit are predicted up to 7 days after pouring the concrete, the concrete shall be covered in blankets.

1
2 **8-13.4 Measurement**

3
4 Measurement of the poured monument will be per each.

5
6 **8-13.5 Payment**

7
8 Payment will be made in accordance with Section 1-04.1.

9
10 "Poured Monument", per each.

11
12 The unit Contract price per each for "Poured Monument" shall be full pay for all labor,
13 equipment, and materials required to furnish and install the monument, including the
14 removal of existing monuments and necessary pavement removal to accommodate the
15 installation in accordance with the standard plan and specifications.

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18 **END OF SECTION**
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1 **8-14 CEMENT CONCRETE SIDEWALKS**
2 **(March 23, 2010 Tacoma GSP)**
3

4 **8-14.3 Construction Requirements**
5

6 **8-14.3(3) Placing and Finishing Concrete**

7 *The fourth paragraph is revised to read:*
8

9 Curb ramps shall be constructed according to these Specifications, the Contract Plans,
10 and City of Tacoma Standard Plans. The detectable warning pattern shall have the
11 truncated dome shape shown in the Standard Plans and as specified in Specification
12 Section 8-14.3(5)A
13

14 **8-14.3(4) Curing**

15 *The second sentence is revised to read:*
16

17 Curing shall be in accordance with Section 5-05.3(13).
18

19 *Section 8-14 is supplemented with the following:*
20

21 **8-14.3(20) Cold Weather Work**
22

23 The following additional requirements for placing concrete shall be in effect from
24 November 1 to April 1:
25

- 26 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
- 27 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 28 • Where forms have been placed and the subgrade has been subjected to frost, no
29 concrete shall be placed until the ground is completely thawed. At that time, the
30 forms shall be adjusted and subgrade repaired as determined by the Engineer.
- 31 • When temperatures below 35 degrees Fahrenheit are predicted up to 7 days
32 after pouring the concrete, the concrete shall be covered in blankets.
33

34 **8-14.3(5) Detectable Warning Surface**
35

36 **8-14.3(5)A General**

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

39 The detectable warning surface shall be located as shown in the Plans and per the
40 requirements of the City of Tacoma Standard Plans. The detectable warning surface
41 shall have the truncated dome shape shown in the Standard Plans.
42

43 **8-14.3(21) Thickened Edge for Sidewalk**
44

45 Thickened edge shall be constructed in accordance with the standard plan.
46

47 **8-14.5 Measurement**

48 *This section is supplemented with the following:*
49

1 Detectable directional tile will be paid by the linear foot of tile installed as measured
2 along the centerline of the length of the tile.

3
4 **8-14.5 Payment**

5 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

6
7 All additional costs related to the construction of thickened edges shall be included in the
8 unit contract cost for "Cement Conc. Sidewalk".

9
10 *The sixth paragraph is revised to read:*

11
12 Excavation required for the construction of the sidewalk shall be paid for under the unit
13 contract price for "Roadway Excavation, Incl. Haul" when included in the proposal.
14 Otherwise, the Contractor shall include all costs associated with excavating, including
15 haul and disposal, regardless of the depth in the unit contract price for "Cement Conc.
16 Sidewalk" and/or "Cement Conc. Curb Ramp Type ____".

17
18 *The bid item "Cement Conc. Curb Ramp Type ---", per each is revised to read:*

19
20 "Cement Conc. Curb Ramp", per each

21
22 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for
23 installing the complete curb ramp per Plans and Specifications, and as directed by the
24 Engineer, including ramps, landings, pedestrian curbs, flares, wings, and detectable
25 warning surfaces as specified. This bid item shall include all curb ramp types.

26
27
28
29
30 **END OF SECTION**

1 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL**
2 **(June 14, 2021 Tacoma GSP)**

3
4 **8-20.1(3) Permitting and Inspections**

5 *The third paragraph is revised to read:*

6
7 All new services require a Tacoma Public Utilities Permit and inspection by Tacoma
8 Power. All work on the load side of the service will be inspected by the Signal and
9 Streetlight Shop Inspector.

10
11 **8-20.2 Materials**

12 *This section is supplemented with the following:*

13
14 The Contractor shall warranty all electrical and mechanical equipment described in this
15 section for satisfactory in service operation for one year following project
16 acceptance. Warranty shall include troubleshooting, labor, materials and all other costs
17 to bring the equipment to a satisfactory level of service. Normal maintenance is not
18 included in the warranty.

19
20 **8-20.2(1) Equipment List and Drawings**

21 *This section is revised to read:*

22
23 Within 20 days following execution of the Contract, the Contractor shall submit to
24 the Engineer a completed "Request for Approval of Material" that describes the material
25 proposed for use to fulfill the Plans and Specifications.

26
27 The Contractor shall submit Type 2 Working Drawings consisting of supplemental data,
28 sample articles, or both, of the material proposed for use. Supplemental
29 data includes such items as catalog cuts, product Specifications, shop drawings, wiring
30 diagrams, etc.

31
32 The Contractor shall submit Type 2 Working Drawings consisting of the following
33 information for each different type of luminaire required on the Contract:

- 34
35 1. Isocandela diagrams showing vertical light distribution, vertical control
36 limits, and lateral light distribution classification.
37 2. Details showing the lamp socket positions with respect to lamp and
38 refractor for each light distribution type. This requires that the Contracting Agency
39 know what the light pattern available are and the light distribution.

40
41 Additional submittals for proposed alternate LED Roadway Luminaires shall be in
42 conformance with section 9-29.10.

43
44 The Contractor shall submit for approval Type 3E Working Drawings in accordance with
45 [Section 1-05.3](#) for each type of light standard and each type of signal standard called for
46 on this project.

1 The Engineer's acceptance of any submitted documentation shall in no way relieve the
2 Contractor from compliance with the safety and performance requirements as specified
3 herein.

4
5 Submittals required shall include but not be limited to the following:

- 6
7 1. A Type 2 Working Drawing consisting of a material staging plan, should
8 the Contractor propose Contracting Agency-owned property for staging areas.
- 9 2. A Type 2 Working Drawing consisting of a cable vault installation plan
10 showing the exact proposed installation location by Roadway station, offset and
11 the scheduled sequence for each cable vault installation.
- 12 3. A Type 2E Working Drawing consisting of a pit plan, for each boring pit,
13 depicting the protection of traffic and pedestrians, pit dimensions, shoring,
14 bracing, struts, walers, sheet piles, conduit skids, and means of attachment,
15 casing type, and casing size.
- 16 4. A Type 2E Working Drawing consisting of a boring plan depicting the
17 boring system and entire support system.

18 19 **8-20.3 Construction Requirements**

20 21 **8-20.3(1) General**

22 *This section is supplemented with the following:*

23
24 The Contractor shall call 24 hours prior for inspection before covering any underground
25 conduit, prior to installing any detection loops, or placing concrete for foundations. For
26 inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.

27
28 Work shall be sequenced such that after the new signal is placed in operation, the
29 Contractor shall remove any equipment not required for the operation of the new
30 signal. The Contractor shall remove the old vehicle and pedestrian signal heads
31 immediately after the new system is operational.

32
33 For new signals, the contractor shall provide a Portable Message Change Sign in each
34 direction and operate the PMCS for one week before, and one week after activating the
35 new signal. This work shall be paid for in accordance with Section 1-10.

36
37 Uniformed police officers shall be provided by the Contractor to direct traffic at any time
38 the signal is not in normal operation. This work shall be paid for in accordance with
39 Section 1-10.

40
41 The following existing and temporary equipment shall be deconstructed/removed by the
42 Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A
43 South Orchard Street. Care shall be exercised in removing and salvaging the
44 equipment. Any equipment damaged during removal, hauling, and stockpiling shall be
45 repaired or replaced by the Contractor at no expense to the City.

- 46 • All signal heads and mounting hardware
- 47 • Flashing beacons, and flasher control panel
- 48 • Steel poles, mast arms, and hardware
- 49 • Aluminum poles, mast arms, and hardware

- Controller cabinets and all internal hardware and wiring
- Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware
- All Opticom equipment or other preemption and priority equipment.
- LED luminaries, LED retrofit kits, and LED lamps
- Ornamental/Decorative fixtures and poles/posts
- Pedestrian signals, poles, and pushbuttons.
- Signs, brackets, and hardware
- Locking junction box security lids, security bolts, and all other wire theft deterrent security hardware

All other equipment shall be removed of and disposed of by the Contractor, including but not limited to the following:

- Wood poles
- All wiring outside of the controller cabinet
- Loops
- Non-LED cobra-head fixtures

8-20.3(4) Foundations

This section is supplemented with the following:

Breakaway Base Connection brackets for pedestrian pushbutton poles (Type PPB) shall be installed with the flanges parallel to the traveled way, as shown on WSDOT standard plan J-20.15-03.

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three threads shall remain between bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material unless otherwise approved by the Engineer. Vacuum excavation should be used where there is a possibility of conflict with utilities or other facilities.

Forming the foundation with galvanized culvert pipe or similar forming methods will only be allowed when soil conditions or other factors make this method of construction necessary and is approved by the Engineer. Biodegradable forming tubes shall be fully removed from the cured concrete prior to backfilling. When using culvert or tubes, the following backfill requirements will apply. The area between the form and undisturbed material shall be filled with CDF. For lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the Engineer.

8-20.3(5) Conduit

8-20.3(5)A General

This section is supplemented with the following:

Unless otherwise specified in the plans and specifications, standard conduit sizes shall be as follows:

- Underground Streetlight Conduit: 2 inch diameter
- Pole Riser Service Installations: 1-1/2 inch diameter
- Traffic Signal Conduit: 3 inch diameter
- Traffic Signal Communication: 3 inch diameter
- All other conduit: 2 inch diameter, unless otherwise specified.

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. Location wire, in conformance with 9-29.3(2)A4 and Pull Tape, in conformance with 9-29.1(10), shall be installed in all empty conduits. At least three (3) feet of the location wire and pull tape shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-01, 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)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.

1 *This section is supplemented with the following new Subsections:*

2
3 7. Where multiple conduit are installed in the same trench, the trench shall be of
4 sufficient width to accommodate all conduit, with a minimum 3-inch separation
5 between each conduit, and a minimum clearance of 1-inch on the sides of the
6 trench. When conduit is laid horizontal to one another, the conduit shall be laid at
7 the same elevation, parallel with one another. When conduit is laid vertically in the
8 same trench, conduit spacers shall be used to maintain the 3-inch
9 separation. Spacers shall be installed in accordance with the manufacturer's
10 recommendations for conduit of that size and type. Additional spacers shall be
11 required where the supported conduit is sagging more than 20% of the nominal
12 diameter of the conduit.

13 8. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at
14 twelve (12) inches below final grade.

15
16 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes**

17 *This section is supplemented with the following:*

18
19 Unless otherwise specified in the plans, or as otherwise directed by the engineer, all
20 junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of
21 junction boxes, which cause junction boxes to be installed within an intersection radius
22 and within four feet of the curb face may be required to be Heavy-Duty. Final placement
23 and type of all junction boxes within an intersection shall be as directed by the Engineer.

24
25 Adjacent junction boxes shall be separated by a minimum of three-inches.

26
27 Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all
28 junction boxes except as otherwise provided for below. Concrete shall be flush with the
29 top of the junction box and the adjacent improvements. Concrete shall be cast in
30 place. Junction boxes shall be secured with the concrete border as follows:

- 31
32 1. When the junction box is located within a concrete or asphalt section and is
33 located a minimum of 12-inches from the edge of the section, a concrete border will
34 not be required.
35 2. Where junction boxes are located within 12-inches from the edge of the concrete
36 or asphalt section, the junction box shall secured on all sides with a minimum 12-inch
37 wide, 6-inch deep concrete section. Concrete shall be finished in the same manner
38 as the adjacent concrete where applicable.
39 3. Where junction boxes are located within a planter strip, a landscaped area, or
40 other non-hardened surface, the junction box shall be bordered on all sides with a
41 minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction
42 box.

43
44 When setting a new junction box on an existing streetlight circuit where no equipment
45 ground is present, a non-conductive junction box and lid shall be utilized.

46
47 All junction box lids for illumination systems shall be welded in place using two one and
48 one-half inch long welds on opposite corners of the junction box lid and frame. Welding
49 shall occur after inspection and testing of the illumination system and confirmation from

1 the Engineer. An Illumination System may consist of a separate illumination service or
2 circuit.

3
4 When an existing junction is noted to be replaced or relocated, the contractor shall
5 confirm the existing type of junction and replace or relocate in-kind.

6
7 **8-20.3(7) Messenger Cable, Fittings**

8 *The second paragraph of this section is deleted.*

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

11
12 Cable ties shall be used to neatly secure the signal cable to the span wire at 10-inch
13 centers and shall be tightened at top. Excess tie material shall be completely cut
14 off. The signal control cable shall be below the span wire and shall be straight with no
15 twisting or spiraling.

16
17 A minimum 5% sag shall be provided in the span wire when fully loaded with all
18 vehicular signal heads, unless otherwise directed by the Engineer.

19
20 **8-20.3(8) Wiring**

21 *The third paragraph is revised to read:*

22
23 All splices in underground illumination circuits, induction loop circuits, and magnetometer
24 circuits shall be installed at junction boxes. The only splice allowed in an induction loop
25 circuit shall be the shielded cable to loop wire splice. The only splice allowed in a
26 magnetometer circuit shall be the probe lead-in cable to the magnetometer cable
27 splice.

28
29 Induction loop splices and magnetometer splices shall be heat shrink type with moisture
30 blocking material, sized for the conductors. Magnetometer and induction loop splices
31 shall be soldered. The end of the sheathing shall be sealed with a heat shrink insulator.

32
33 *The fourth paragraph is revised to read:*

34
35 Signal wiring shall be in conformance with the following:

- 36
37 1. All termination for traffic signal control systems shall be in accordance
38 with City of Tacoma Standard Plan TS-15.
39 2. All signal wiring shall be 14 gauge 5-conductor or 12 gauge 2-conductor
40 stranded copper wire unless otherwise shown in the plans.
41 3. For 5-section heads, 2-5c-14 gauge conductors shall be utilized.
42 4. 5c wire shall not be split between high voltage and low voltage. Where a
43 pedestrian head and a pedestrian push button share a common pole, a separate
44 2c shall be pulled in for the push button.
45 5. A single 5c may be split between two pedestrian heads on a common
46 pole with a jumper across the neutral.
47 6. Opticom and detection wiring shall be per manufacturer's
48 recommendations.

Field wiring of the cabinet shall be done by City of Tacoma Signal Electricians after all wiring has been pulled into the cabinet and properly labeled with a temporary label consisting of white electricians tape with permanent marker. The Contractor shall provide a detailed description/key of all temporary labeling. The cabinet and labeling shall be inspected by the Signal/Streetlight inspector prior to cabinet wiring. The Contractor shall allow five working days for City Electricians to field wire the cabinet after the inspection is complete. Improper or incorrect 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:

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.

The seventh paragraph is revised to read:

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.

The eighth paragraph is revised to read:

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.

The ninth paragraph is revised to read:

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.

The tenth paragraph is revised to read:

Fifteen (15) feet of slack cable shall be provided at the controller end of all cables terminating in the controller cabinet. A minimum of three (3) feet of slack cable shall be left at all strain poles and junction boxes.

8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS) Cabinets

The second, third, and fifth paragraphs are deleted.

8-20.3(13) Illumination Systems

1 **8-20.3(13)A Light Standards**

2 *The sixth, seventh, and eighth paragraphs (regarding pole identification numbers) are*
3 *deleted.*

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

6
7 Conventional Base installation shall conform to the following:

8
9 The light standards shall be assembled and mounted complete on foundations perfectly
10 straight and in good alignment. Proper leveling of the standards shall be accomplished
11 by means of four leveling nuts that are to be employed with the anchor bolts. Standards
12 shall be plumb within 1/50-inch per foot.

13
14 Luminares shall be securely attached to the mast arm in a straight and level
15 position. The luminares shall be installed at a specified number of degrees from level if
16 directed by the Engineer. After the poles are plumbed, grout shall be neatly placed
17 between the pole base and the concrete. The Contractor shall form a 1/2-inch diameter
18 weep hole in the grout. The nuts and bolts required for this foundation shall be furnished
19 by the Contractor.

20
21 All above grade signal and streetlight infrastructure, including streetlight
22 standards, traffic signal poles, push-button poles, cabinets, and enclosures, shall not be
23 installed closer than three (3) feet from face of curb to the nearest part of the pole or
24 structure and no closer than five (5) feet from fire hydrants and utility poles.

25
26 **8-20.3(13)B Vacant**

27 *This vacant section is renamed and replaced with the following:*

28
29 **8-20.3(13)B Temporary Lighting**

30 *This section is supplemented with the following*

31 The Contractor shall schedule the work to minimize the outage between any existing
32 lights and new lights. The temporary lighting shall be installed and operational before
33 the existing lighting is removed from service. Temporary lighting shall be provided by
34 the Contractor. City Signal/Streetlight Maintenance Crews will hot splice the final
35 connection or connections. The Contractor shall provide 72 hours notice to schedule the
36 City crews for the hot splicing.

37
38 **8-20.3(13)C Luminares**

39 *This section is supplemented with the following:*

40
41 All luminares supplied by the project shall be identified with a green "H-1" label on the
42 bottom of the luminaire. H-1 labels can be obtained at the Signal and Streetlight shop or
43 through the Signal and Streetlight Inspector.

44
45 **8-20.3(14) Signal Systems**

1 **8-20.3(14)A Signal Controllers**

2 *This section is revised to read:*

3
4 The fully wired control cabinet, the controller, the MMU, and detection hardware for the
5 cabinet shall be delivered to the City of Tacoma Traffic Signal Shop for configuration,
6 programming, testing, and certification prior to installation. At the Contractor's request,
7 the City will off load the equipment. The Contractor shall notify the City 24 hours in
8 advance of the equipment delivery.

9
10 A minimum of two weeks shall be required for the City to configure and test the cabinet
11 and controller for each intersection. If multiple cabinets and controllers are delivered,
12 the Contractor shall identify the sequence for configuration and allow one additional
13 week for each additional cabinet and controller delivered.

14
15 The Contractor shall be responsible for transporting the controller cabinet from the
16 Signal/Streetlight Shop site to the jobsite, and for installation of the cabinet and all field
17 wiring. Field wiring shall be performed in accordance with 8-20.3(8) and as directed by
18 City of Tacoma Signal and Streetlight personnel in the field.

19
20 **8-20.3(14)B Signal Heads**

21 *This section is supplemented with the following:*

22
23 For span wire installation, the red indications shall be leveled to within 1 inch for each
24 direction as approved by the City. The height to the bottom of the lowest head shall be
25 17 feet, plus or minus 3 inches. Height to the bottom of the lowest four-section or five-
26 section head shall be a minimum of 16 feet-3 inches, plus or minus 3 inches.

27
28 For span wire installation, the signal stem (drop pipe) shall be 1 to 3 feet long unless
29 otherwise approved by the Engineer.

30
31 **8-20.3(14)C Induction Loop Vehicle Detectors**

32 *Subsections 2, 4, 9, and 10 are deleted.*

33
34 **8-20.3(14)E Signal Standards**

35 *This section is supplemented with the following:*

36
37 Unless otherwise shown in the plans, a terminal cabinet shall be installed on all new
38 traffic signal strain poles and traffic signal mast arm standards. Where modifications to
39 existing signal systems include replacement, addition, or modifications to existing signal
40 head wiring, a terminal cabinet shall be added to the existing strain pole or mast arm
41 standard.

42
43 For strain poles and mast arm poles supporting signal indications for one leg of the
44 intersection, an 8" deep, 16" high, and 12" wide terminal cabinet shall be installed. For
45 strain poles and mast arm poles supporting signal indications for two or more legs of the
46 intersection an 8" deep, 24" high, and 18" wide terminal cabinet shall be installed.

47
48 Terminal cabinets shall be in conformance with 9-29.25.

Section 8-20.3(14) is supplemented with the following new section:

8-20.3(14)F Thermal, Microwave, Fish-Eye, and LED Optical Vehicle Detection

A representative from the City of Tacoma Signal and Streetlight operations shop shall be on site during all work within the signal cabinet. The Contractor shall notify the Engineer two working days in advance of work within the cabinet.

The Contractor shall install and test the detection system in accordance with the manufacturer's recommendations and these special provisions. Detection units shall be mounted and all cabling shall be in accordance with the manufacturer's recommendations. The installation shall include all field equipment as well as all equipment required in the controller cabinet.

Detection unit locations as shown on the plans are approximate. Detection units shall be mounted at a sufficient height to prevent occlusion from cross traffic. Detection units shall be field adjusted as directed by the Engineer and equipment manufacturer for maximum coverage. A factory-certified representative of the equipment manufacturer shall inspect and provide a written verification that the installation has been performed in accordance with the manufacturers requirements.

The factory-certified representative of the equipment manufacturer shall supervise all testing of the equipment and shall provide written documentation showing acceptance of the testing and verification that the system is a complete, fully functional system.

All equipment shall be warranted against manufacturing defects in materials and workmanship for a period of 3 years from the date of signal turn-on.

8-20.3(17)B "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.

8-20.4 Measurement

This section is revised to read:

When a bid item is shown as a Pedestrian-Activated Crosswalk Beacon System, lump sum in the proposal, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed in accordance with approved methods, the Plans, the Special Provisions, and these Specifications.

8-20.5 Payment

This section is supplemented with the following:

Payment will be made for the following Bid items that are included in the Proposal:

"Remove and Replace Junction Box", per each.

1
2 The unit Contract price per each for "Remove and Replace Junction Box" shall be full
3 pay for all work to remove the existing junction box, replacing or new placement of the
4 junction box with the specified type as shown in the Plans or as directed by the
5 Engineer. The costs for this work shall include all handling, hauling, disposing,
6 furnishing, excavation, and placing the junction box. Any work to restore facilities, such
7 as but not limited to, providing conduit, rerouting conduit, pulling wire, reconnecting the
8 system and testing the system as directed by the Engineer shall be included in this bid
9 item.

10
11 Prior to removing any junction boxes noted to replacement or relocation, the Contractor
12 shall confirm the existing junction box type. All relocated and replaced junction boxes
13 shall be of the same kind as the existing junction box.

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20 **END OF SECTION**
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1 **8-22 PAVEMENT MARKING**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-22.1 Description**

5 *This section is supplemented with the following:*
6

7 **Sharrow Pavement Marking**

8 Sharrow pavement marking shall be provided at locations identified in the plans. Refer
9 to City of Tacoma Standard Plan CH-11 and/or other details specified within these plans
10 and specifications. The product shall be a durable, color stable, non-slip surface.
11

12 **8-22.2 Materials**

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

15 All legends and arrows including "Plastic Arrow", "Plastic Sharrow Symbol", and "Plastic
16 Letter" markings shall be a Preformed retro-reflective thermoplastic pavement marking
17 material incorporating a pre-applied bead coating that can be adhered to asphalt,
18 concrete and Portland Cement Concrete pavements by means of heat fusion. All
19 "Plastic Chevron", "Plastic Crosswalk Line", and "Plastic Stop Line" shall be hot applied
20 thermoplastic. The applied markings shall be very durable, oil and grease impervious,
21 and provide immediate and continuing retro-reflectivity meeting the requirements of
22 Section 9-34.3(2).
23

24 Materials used for curb paint shall be the same as for pavement marking paint per
25 Section 9-34.2.
26

27 **8-22.3 Construction Requirements**
28

29 **8-22.3(3)E Installation**

30 *This section is supplemented with the following for applying Type B material:*
31

32 **Effective Performance Life:** When properly applied, in accordance with manufacturer's
33 instructions, the preformed marking materials shall be neat and durable. The markings
34 shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other
35 signs of poor adhesion.
36

37 **Packaging:** The flexible preformed marking material, for use as transverse or bike
38 symbols as well as legends, shall be available in flat form material up to a maximum of 2
39 foot width by 4 foot length. The material shall be packed in suitable cartons clearly
40 labeled for ease of identifying the contents. Packaging shall not use plastic liners within
41 to separate material from itself. Product packaging shall identify part number and mil
42 thickness.
43

44 **Material Replacement Provisions:** Any properly applied preformed marking materials
45 that shall smear or soften independent of pavement movement or condition within a
46 period of one year from date of application shall be replaced by the supplier.
47

48 **Installation:** The preformed marking materials shall be applied in accordance with the
49 manufacturer's recommendations on clean and dry surfaces. New Portland concrete
50 cement surfaces must be sandblasted to entirely remove curing compound. Marking

configuration shall be in accordance with the “Manual on Uniform Traffic Control Devices,” where applicable.

New Surfaces: Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

Technical Services: The supplier shall provide technical services as may be required.

8-22.3(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.

8-22.3(4) Tolerances for Lines

The allowable tolerance for “Length of Line” is revised to read:

Length of Line: The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

8-22.4 Measurement

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

Crosswalk lines will be measured by the linear foot of marking installed.

This section is supplemented with the following:

Painted curb will be measured by the linear foot of curb line as “Painted Curb.”

8-22.5 Payment

This section is supplemented with the following:

“Painted Crosswalk Line”, per linear foot.

“Painted Curb”, per linear foot.

“Remove Paint Line”, per linear foot.

“Remove Traffic Marking,” per each.

END OF SECTION

1 **8-32 TRAFFIC CIRCLE**

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

3
4 **8-32.1 Description**

5
6 This Work consists of installing Traffic Circles as shown in the details on the Plans.

7
8 **8-32.2 Materials**

9
10 Materials shall meet the requirements of the following sections:

11

12	Cement	9-01
13	Aggregates	9-03
14	Premolded Joint Filler	9-04.1
15	Corrosion Resistant Dowel Bars	9-07.5(2)
16	Raised Pavement Marker	9-21
17	Concrete Curing Materials and Admixtures	9-23
18	Epoxy Resins	9-26

19

20 **8-32.3 Construction**

21
22 The Traffic Circles shall be constructed as detailed in the Plans. The locations for the
23 Traffic Circles are shown in the Plans.

24
25
26 **8-32.4 Measurement**

27
28 Traffic Circles shall be measured per each traffic circle installed.

29
30 **8-32.5 Payment**

31
32 "Traffic Circle" per each.

33
34 The unit Contract price per each for "Traffic Circle" shall be full pay for a material, labor,
35 time necessary to install the Traffic Circle as detailed in the Plans. This includes but is
36 not limited to all topsoil, compaction, curb, raised pavement markers, dowels, and all
37 other items shown in the detail on the Plans or as directed by the Engineer.

38
39 **END OF SECTION**

1 **8-40 HISTORIC SIDEWALK STAMPS**

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

3
4 **8-40.1 Description**

5 This work shall consist of preserving and relocating Historic Makers Mark and Street
6 Name stampings where indicated on the Plans.

7
8 **8-40.2 Materials**

9 Historic stamps shall be salvaged from existing concrete sidewalk and reinstalled in new
10 concrete footings adjacent to proposed sidewalk.

11
12 **8-40.3 Construction Requirements**

13 Contractor shall remove and relocate stampings as detailed in City of Tacoma Standard
14 Plan SU-40 and indicated on the Plans. Exact location shall be field approved by the City
15 Inspector prior to installation.

16
17 Single stamps shall be placed as close to its original location as construction allows.

18
19 Stamps shall be sawcut no less than 3" from stamp lettering or symbol and shall be no
20 smaller than 18" in any direction.

21
22 Street names shall be placed parallel to the corresponding street and oriented to be read
23 from the sidewalk.

24
25 **8-40.4 Measurement**

26 Stamp preservations shall be measured per Each.

27
28 **8-40.5 Payment**

29 "Historic Stamp Preservation," per Each.

30
31 The Contract price for "Historic Stamp Preservation" shall be full compensation for all
32 labor, equipment, materials, supplies, excavation, and incidental work to complete the
33 work defined in the Special Provision and Standard Plan, Plans, and to the approval of
34 the Engineer.

35
36 **END OF SECTION**

9-03 AGGREGATES
(September 20, 2018 Tacoma GSP)

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)

The seventh paragraph is deleted

9-03.6 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
(Acceptable anti-strip evaluation tests)	

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

9-03.8 Aggregates for Hot Mix Asphalt

(March 9, 2016 APWA GSP)

Supplement section 9-03.8 with the following:

Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA) General Requirements

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing*
¾" square	100
½" square	90 - 100
⅜" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

9-03.12 Gravel Backfill

Add the following new Section:

9-03.12(10) Pea Gravel

(September 20, 2018 Tacoma GSP)

Sieve Size	Percent Passing*
¾" square	100
⅜" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

Sand Equivalent 35 Minimum

* All percentages are by weight

1 **9-03.21 Recycled Material**

2
3 **9-03.21(1) General Requirements**
4 **(Jun 16, 2016 Tacoma GSP)**

5 *This section is supplemented with the following:*

6
7 Recycled materials will only be permitted upon approval of the Engineer. Recycled
8 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
9 and extra excavation area backfill material.

10
11
12 **END OF SECTION**
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9-08 PAINTS AND RELATED MATERIALS

(March 23, 2010 Tacoma GSP)

The following section is added:

9-08.20 Painting Surfaces Systems

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.

9-08.20(1) Steel

- A. Exposed/outside exposure (non-galvanized)
 - 1. Primer Coat Section 9-08.1(2)C (2.5-mils)
 - 2. Intermediate Coat Section 9-08.1(2)G (3.5-mils)
 - 3. Top Coat: Section 9-08.1(2)H (1.0-mils)
- B. Exposed/Interior exposure (non-galvanized)
 - 1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
 - 2. Intermediate Coat: Section 9-08.1(2)G (3.5-mils)
 - 3. Top Coat: Section 9-08.1(2)H (1.0-mils)
- C. Unexposed/interior & exterior (non-galvanized)
 - 1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
- D. Exposed/interior & outside exposure (galvanized)
 - 1. Primer Coat: Section 9-08.1(2)E (2.5-mils)
 - 2. Top Coat: Section 9-08.1(2)H (1.0-mils)
- E. Powder Coating and Galvanize Coating shall be applied where indicated in the contract documents. All other surfaces to be coated per Section 6-07.3.
- F. Painting shall be applied in accordance with Section 6-07.3.

9-08.20(2) Concrete

- A. Exposed/outside exposure
 - 1. 1st Cost: Section 9-08.3 (3.0-mils)
- B. Exposed/Interior exposure
 - 1. 1st Cost: Section 9-08.1(3) (2.0-mils)
 - 2. 2nd Cost: Section 9-08.1(3) (1.0-mils)
- C. Surface to be painted where indicated on contract plans
- D. Colors to be selected by the Project Engineer

9-08.20(3) Wood

All surfaces to be coated where and in accordance with contract documents as indicated.

END OF SECTION

9-14 EROSION CONTROL AND ROADSIDE PLANTING

(*****)

9-14.2 Topsoil

9-14.2(1) Topsoil Type A

This Section is revised to read:

Topsoil Type A shall meet the following requirements:

- The source Topsoil shall be friable and loamy, and can contain loam, sandy loam, silty loam, clay loam, or a sandy clay loam.
- Topsoil shall be organically amended with Compost before delivery to the job site, and the Compost shall conform to Special Provision 9-14.5(8).
- The amended Topsoil shall have minimum 10% organic matter for use in planting beds.
- The amended Topsoil shall have minimum 5% organic matter for grass seeding and lawn areas.
- The pH shall be between 6.0 and 8.0.
- The amended Topsoil shall have maximum 25% passing the #200 sieve.
- The amended Topsoil shall not exhibit visible water or dust during handling.

9-14.5(8) Compost

This Section is supplemented with the following:

The Compost supplier shall produce Compost from a certified composting facility. Certified compost facilities are included on a list and an interactive map available on the Washington State Department of Ecology Composting website:

<https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost>

Compost shall meet the definition for “composted material” per WAC 173-350-100 and comply with standards in WAC 173-350-220, except the feedstock may contain bio solids or manure feed stocks. City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste compost program, can be used as Compost or shall be added as part of the Compost mix.

Compost shall meet the following additional criteria:

- No visible water or dust during handling
- 40% minimum to 65% maximum organic content per TMECC
- Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

For use as Topsoil amendment in BMP L613, Post Construction Soil Quality and Depth Compost shall meet the following additional criteria:

- The Compost must originate from a feedstock that contains compost derived from municipal solid waste compost programs. Those facilities that produce compost from food waste post consumer, yard debris, and food scraps can be

1 found on this [Department of Ecology WA composting facilities and material types](#)
2 [table](#).

3 The compost must originate from a feedstock that has a minimum of 65% recycled
4 plant waste comprised of “yard debris”, “crop residues”, and “bulking agents”. A
5 maximum of 35% post-consumer food waste can be substituted for recycled plant
6 waste. The Compost may have up to 35% bio solids or manure. Percentages are
7 specified by volume. Quoted terms are defined in WAC 173-350-100.

- 8 • Stable and mature per TMECC, meaning the Compost tests results show low
9 oxygen use and low CO2 generation, and as capable of supporting plant growth.
- 10 • Use a Fine Compost per gradation in Section 9-14.5(8).
- 11 • Refer to Standard Plan series GSI-01b through GSI-01d for application.

12
13 Detailed BMP specific Compost Specifications are referred to in the City of Tacoma
14 Stormwater Management Manual, Chapter 21.9, A900 – Compost.

15
16
17 **END OF SECTION**
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1 **9-28 SIGNING MATERIALS AND FABRICATION**
2 **(April 1, 2012 Tacoma GSP)**
3

4 **9-28.1 General**

5 *The second sentence of the first paragraph is hereby revised to read:*
6

7 Permanent signs which measure 36 inches or less on a side and are to be mounted on a
8 single post shall be constructed of single 0.080-inch aluminum panels.
9

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

12 Sign overlay panels shall be 0.050-inch aluminum panels.
13

14 **9-28.9 Fiberglass Reinforced Plastic Signs**

15 *This section is deleted in its entirety.*
16
17

18 **END OF SECTION**
19
20

21 **END 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/engineering/standard_plans_and_q_i_s_typical_details

WSDOT Standard Plans Website:

<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans>

APPENDIX B
NPDES Construction Stormwater General Permit –
Transfer of Coverage Form



Instructions for Transfer of Coverage

Construction Stormwater General Permit

Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

1. Complete Transfer: The original permittee has sold, or otherwise released control of the entire site to another party.

Required Paperwork for Complete Transfer:

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form to Ecology for each new party. The form must be signed by the current permittee **and** the new permittee.

2. Partial Transfer: The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

Required Paperwork for Partial Transfer

- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top of page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete). If no date for the transfer of coverage is specified, Ecology will use the date of the last signature.
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP that meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Waterbody Form (ECY 070-399), or for projects that are operating on sites with soil or groundwater contamination: Upon completion of the Transfer of Coverage form, the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired waterbody.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call 877-833-6341.

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Transfer of Coverage

Permit # WAR_____

Construction Stormwater General Permit

This form transfers permit coverage for all, or a portion of a site to one or more new operators.

Type of permit transfer (check one): ☐ Partial transfer (complete the Partial Transfer acreage below) ☐ Complete transfer

Specific date that permit responsibility, coverage, and liability is transferred to new operator: _____

**If no date is indicated Ecology will determine the date of transfer.*

Please see instructions for details on type of transfer.

For PARTIAL TRANSFERS indicate the acreage remaining under your operational control:

- List **total size of project/site** remaining under your operational control following the **partial transfer**: _____ acres.
- List **total area of soil disturbance** remaining under your operational control following the **partial transfer**: _____ acres.
- Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)

Current Operator/Permittee Information

Current Operator/Permittee Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax (optional):			
Email:		City:	State:	Zip+4:
Signature* (see signatory requirements in Section VIII):		Title:		
		Date:		

New Operator/Permittee Information

(the remainder of this form applies to the **new** Operator/Permittee)

I. New Operator/Permittee (Party with operational control over plans and specifications or day-to-day operational control of activities which ensure compliance with Stormwater Pollution Prevention Plan (SWPPP) and permit conditions. Ecology will send correspondence and permit fee invoices to the permittee on record.)				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:
II. Property Owner (The party listed on the County Assessor's records as owner and taxpayer of the parcel[s] for which permit coverage is requested. Ecology will not send correspondence and permit fee invoices to the Property Owner. The Property Owner information will be used for emergency contact purposes.)				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:

III. On-Site Contact Person(s) (Typically the Certified Erosion and Sediment Control Lead or Operator/Permittee)				
Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax(Optional):	City:	State:	Zip+4:
Email:				
IV. Site/Project Information				
Site or Project Name		Site Acreage Total size of your site/project (that you own/control): _____ acres. (Note: 1 acre = 43,560 sq. ft.)		
Street Address or Location Description (If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.) <hr/> Parcel ID#: _____ (Optional) Type of Construction Activity (check all that apply): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Highway or Road (city ,county, state) <input type="checkbox"/> Utilities (specify): _____ <input type="checkbox"/> Other (specify): _____		Total area of soil disturbance for your site/project over the life of the project: _____ acres. Include grading, equipment staging, excavation, borrow pit, material storage areas, dump areas, haul roads, side-cast areas, off-site construction support areas, and all other soil disturbance acreage associated with the project. (Note: 1 acre = 43,560 sq. ft.)		
City (or nearest city):	Zip Code:	Estimated project start-up date (mm/dd/yy):		
County:		Estimated project completion date (mm/dd/yy):		
Record the latitude and longitude of the <i>main entrance</i> to the site or the approximate center of site.				
Latitude: _____ °N		Longitude: _____ °W		
V. Existing Site Conditions				
1. Are you aware of contaminated soils present on the site? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Are you aware of groundwater contamination located within the site boundary? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity? <input type="checkbox"/> Yes <input type="checkbox"/> No ("Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.) If you answered yes to Question 3, please provide detailed information with the NOI (as known and readily available) on the natures and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment Best Management Practices (BMPs) proposed to control the discharge of soil and/or groundwater contaminants in stormwater. This should include information that would be included in related portions of the Stormwater Pollution Prevention Plan (SWPPP) that describe how contaminated and potentially contaminated construction stormwater and dewatering water will be managed.				

VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your transfer of coverage form**. If you have questions on this process, contact Ecology's WQWebDMR staff at WebDMRPortal@ecy.wa.gov or 800/633-6193 or 360-407-7097 (local). Note: DMRs are optional for permitted sites under 1 acre that do not discharge to impaired waterbodies.

VII. Discharge/Receiving Water Information

Indicate whether your site's stormwater and/or dewatering water could enter surface waters, ***directly and/or indirectly***.

☐ Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface waterbodies (wetlands, creeks, lakes, and all other surface waters and water courses).

If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:
(e.g., City of Tacoma): _____

☐ Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any conditions.

If your project includes dewatering, you **must** include dewatering plans and discharge locations in your site Stormwater Pollution Prevention Plan.

Location of Outfall into Surface Waterbody

Enter the outfall identifier code, waterbody name, and latitude/longitude of the point(s) where the site has the potential to discharge into a waterbody (the outfall). Enter all locations. **See illustration of Surface Waterbody Outfall locations at the end of this form.**

- Include the names and locations of both direct and indirect discharges to surface waterbodies, even if the risk of discharge is low or limited to periods of extreme weather. **Attach a separate list if necessary.**
- Give each point a unique 1-4 digit alpha numeric code. This code will be used for identifying these points in WQWebDMR.
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several waterbodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."
- If the site discharges to a stormwater conveyance system that in turn flows to a surface waterbody, include the surface waterbody name and location.

Outfall Identifier Code. These cannot be symbols. (Maximum of 4 characters).				Surface Waterbody Name at the Outfall	Latitude Decimal Degrees	Longitude Decimal Degrees
Example: 001A				Example: Puget Sound	47.5289247° N	-122.3123550° W
					° N	° W
					° N	° W
					° N	° W

If your site discharges to a waterbody that is on the impaired waterbodies list (e.g., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, Ecology will require additional documentation before issuing permit coverage and these sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Ecology will notify you if any additional sampling requirements apply. Information on impaired waterbodies is available online at: <https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>.

Before signing, please use the following checklist to ensure this form is complete:

- ☐ All spaces on this form have been completed. (Attach additional sheets if necessary)
- ☐ The transfer form has been signed by both the current permittee (see Page 1) **and** the new permittee (see Section VIII below).
- ☐ The date permit responsibility was transferred is specified. (See Page 1)
- ☐ New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.
- ☐ For partial transfers: If the original permittee no longer owns or controls any portions of the site that meet the criteria for termination, the original permittee must submit a Notice of Termination (NOT) to terminate permit coverage. See the CSWGP website for a link to the NOT form: www.ecology.wa.gov/constructionstormwaterpermit.
- ☐ For sites with contaminated soils/groundwater or a new discharger to an impaired waterbody: Any special provisions to protect water quality put in place at the time of initial coverage have been reviewed and adopted by the new permittee.

Administrative Order Docket No. _____

VIII. Certification of New Permittee

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Printed/Typed Name

Company (operator/permittee only)

Title

Signature of New Operator/Permittee

Date

Signature of Operator/Permittee requirements:

- A. For a corporation: By a responsible corporate officer.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please sign and return this **ORIGINAL** document to the following address:

Department of Ecology – Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

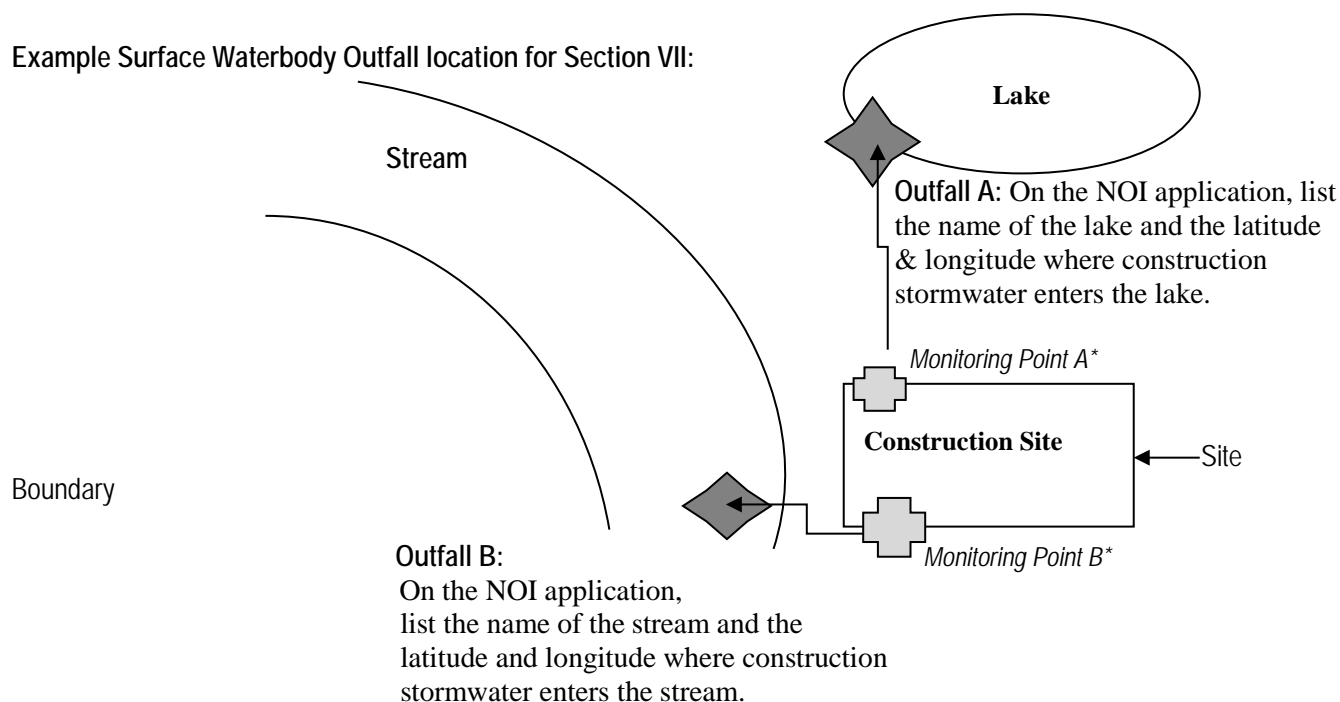
If you have questions about this form, contact the following Ecology staff:

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	josh.klimek@ecy.wa.gov
Island, King, and San Juan counties	RaChelle Stane	360-407-6556	rachelle.stane@ecy.wa.gov
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	shawn.hopkins@ecy.wa.gov
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	joyce.smith@ecy.wa.gov

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your application.**

If you have questions on this process, contact Ecology's WQWebDMR staff at WQWebPortal@ecy.wa.gov or 800-633-6193 or 360-407-7097 (local).

Example Surface Waterbody Outfall location for Section VII:



*Note: The monitoring points are for illustration only and are not required on this Notice of Intent application form. Monitoring point information will be entered on the monthly discharge monitoring report as required for active permits.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TYY at 877-833-6341.

APPENDIX C

Sidewalk Replacement Site List

PW23-0051 - Streets Initiative Package 23

Contractor List
Sidewalk Replacement

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete Sidewalk 6 Inch Section	Additional Information
1	3005 S 7TH ST	6'x5', 30'x5'		
2	3011 S 7TH ST	10'x5'		
3	3212 S 7TH ST	18'x5', 6'x5'		
4	3323 S 7TH ST	5'x5', 5'x5', 15'x5' on Warner and 22.5'x5', 5'x5' on 7th	Driveway 25'x5' on Warner	
5	3020 S 8TH ST	20'x5', private walk 5'x4'		Ramp sidewalk for 20'x5' using Lock Joint
6	3105 S 8TH ST	7.5'x5', 7.5'x5'		
7	3320 S 8TH ST	5'x5', 7.5'x5'		
8	3204 S 9TH ST	7.5'x5', 5'x5', 5'x5', 7.5'x5', 12.5'x5' on Alder and 7.5'x5', 5'x5', 10'x5' on 9th		
9	3215 S 9TH ST	35'x5'		
10	3210 S 10TH ST	7.5'x5'		
11	3316 S 10TH ST	80'x5'		Remove and Replace Asphalt Pavement 79'x2'
12	3014 S 11TH ST	25'x5', 22.5'x5'		
13	3016 S 11TH ST	18'x5'		Ramp sidewalk for 18'x5' using Lock Joint
14	3020 S 11TH ST	5'x5'		
15	3211 S 11TH ST	12.5'x5'	Driveway 25'x5'	
16	1111 S ANDERSON ST	37'x5', 5'x5'		Ramp sidewalk for 37'x5' using Lock Joint
17	934 S CUSHMAN AVE	5'x5', 20'x5'		Ramp sidewalk for 20'x5' using Lock Joint
18	1006 S FERRY ST	55.5'x5'		
19	1016 S FERRY ST	10'x5', 10'x5', 5'x5'		Ramp sidewalk for 10'x5' using Lock Joint
20	902 S JUNETT ST	7.5'x5', 15'x5', 5'x5', 7.5'x5' on Junett and 85'x5' on 9th	Driveway 10'x5' on 9th	Ramp sidewalk for 15'x5', 7.5'x5' on Junett and 85'x5' on 9th using Lock Joint
21	1014 S LAWRENCE ST	10'x5', 7.5'x5'		
22	1008 S OAKES ST	5'x5', 10'x5'		
23	815 S PINE ST	5'x5', 15'x5'		
24	801 S STEELE ST	10'x5', 40'x5', 15'x5', 12.5'x5', 20'x5' on 8th and 10'x5', 11'x5' on Steele		
25	818 S STEELE ST	15'x5', 5'x5', 5'x5'		
26	833 S STEELE ST	7.5'x5', 5'x5'		

PW23-0051F - Streets Initiative Package 23**Contractor List****Sidewalk Replacement**

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete Sidewalk 6 Inch Section	Additional Information
27	4305 N 13TH ST	5'x5'		
28	4613 N 13TH ST	30'x5', 10'x5'		Ramp sidewalk for 30'x5' using Lock Joint

PART III

**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](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

15%

Women Business
Enterprise Requirement

7%

Small Business Enterprise
Requirement

18%

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

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: PWK-00434-23
Date of Record: 02/28/2023
Project Spec#:PW23-0051F
Project Title: Streets Initiative #23

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

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

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org



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

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: _____

Address: _____ City/State/Zip: _____

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

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

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

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

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 IV

LOCAL EMPLOYMENT

AND

APPRENTICESHIP

TRAINING PROGRAM (LEAP)

REGULATIONS

FOR

PUBLIC WORKS CONTRACTS



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. It requires Prime Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LUG with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *LEAP WEEKLY PAYROLL REPORT*: The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting payrolls in LCP Tracker
3. *WEEKLY CERTIFIED PAYROLL*: 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.
4. *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 assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- ***LEAP Employee Verification Form.*** This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- ***LEAP Weekly Payroll Report.*** This form is to be completed and submitted with each certified payroll.

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

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

Signature of Responsible Officer

Title

Date



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
_____ WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

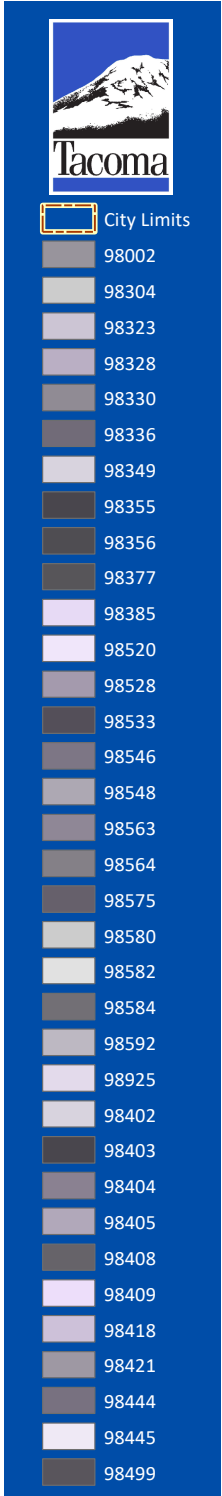
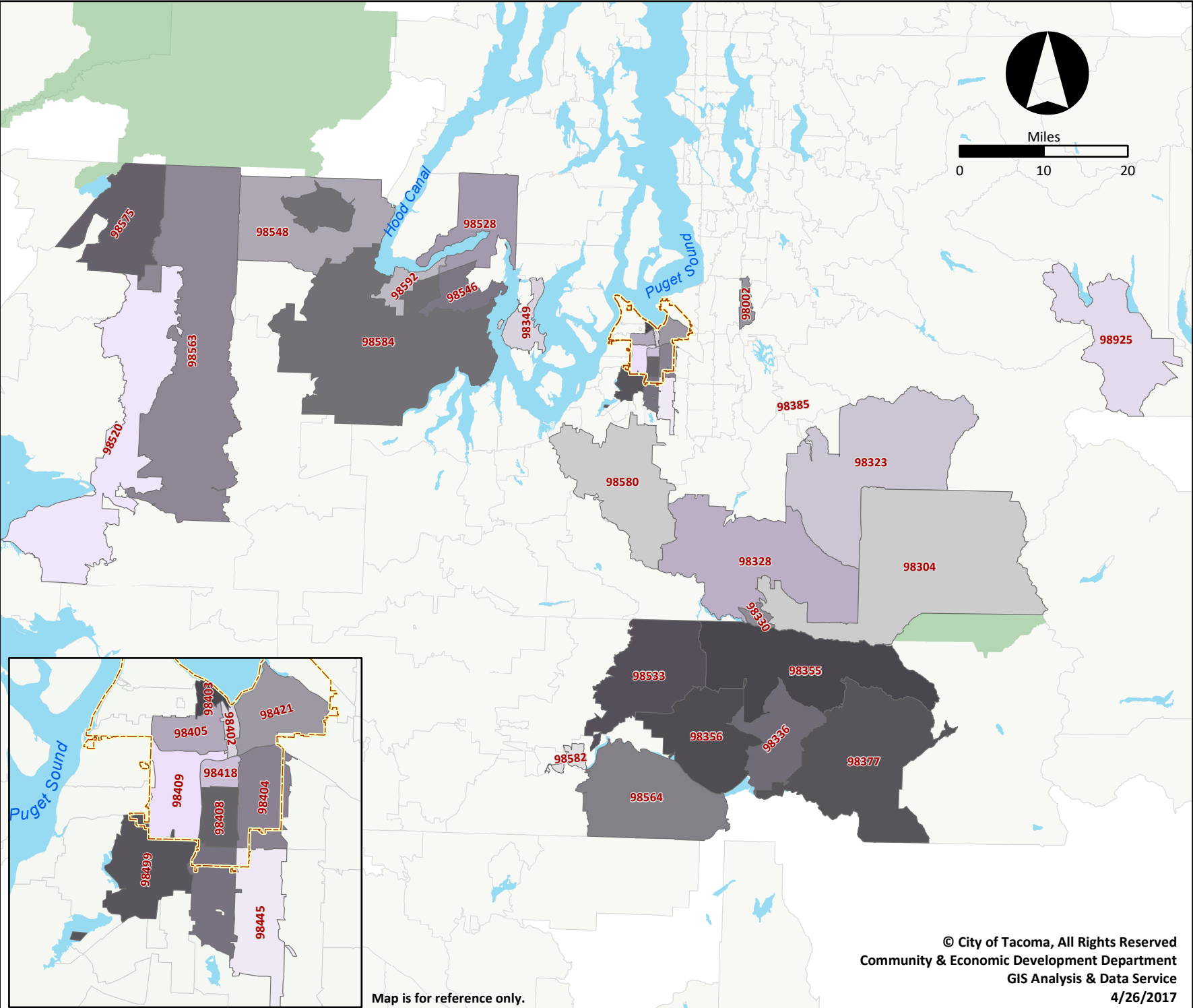
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map



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%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspoint	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

PART V

STATE PREVAILING

WAGE RATES

AND

INSURANCE REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 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.

3.3 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.

3.4 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.

3.5 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.